



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETINGS
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 31, 2022 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

A. [April 26, 2022](#)

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

A. [Agreement with Precision Contracting Services, Inc. for fiber optic engineering, design, material and installation](#)

NEW BUSINESS:

A. [Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for royalty marketing of water and sewer service line warranty programs](#)

B. [Ordinance No. 2022-11 – First Reading – Water Conservation for Landscape Irrigation](#)

C. [Change Order 01 to Globaltech, Inc. for the WTP Flash Mixer Improvements Project](#)

D. [Florida Municipal Power Agency \(FMPA\) Solar Projects Update](#)

E. [Solar Energy Loan Fund \(SELF\) Options for Lake Worth Beach](#)

F. [First Amendment to Rep Serve Professional Services Agreement for consulting services](#)

G. [Task Order No. 8 with Radise International, L.C., to complete geotechnical services for the Intercoastal Waterway distribution crossing](#)

H. [Second Amendment to Agreement with KVA, Inc., for the Canal 138kV Switchyard Prefabricated Control House](#)

I. [Purchase Order with Stuart C. Irby Company for GE current limiting reactors](#)

ADJOURNMENT:

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

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

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 26, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:36)

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

PLEDGE OF ALLEGIANCE: (0:55) led by Commissioner Reinaldo Diaz.

AGENDA - Additions/Deletions/Reordering: (1:20)

There were no changes to the agenda.

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to reschedule the May 5, 2022 regular meeting to May 3, 2022. (1:41)

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

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to reschedule the May 17, 2022 regular meeting to May 19, 2022 (1:51)

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

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (2:12)

APPROVAL OF MINUTES: (3:05)

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

A. March 29, 2022

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

CONSENT AGENDA: (3:13) (public comment allowed during Public Participation of Non-Agendaed items)

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

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

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

NEW BUSINESS: (3:23)

- A. Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement (3:29)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the exercising of the City's extension rights under the OUC Supplemental Energy and Capacity Agreement.

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

- B. Purchased Power Cost Adjustment. (11:07)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Purchased Power Cost Adjustment.

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

- C. First Amendment to LE Myers Work Order No. 9. (59:22)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the First Amendment to LE Myers Work Order No. 9.

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

- D. Ratification of Work Order No. 60 with NuCAT Corp. for emergency repairs on the Canal Substation Transformer (1:03:20)

Action: Motion made by Vice Mayor McVoy and seconded by to Commissioner Diaz approve the Ratification of Work Order No. 60 with NuCAT Corp. for emergency repairs on the Canal Substation Transformer.

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

- E. Work Order No. 3 with Hooper Corp., for Main Yard Control House construction services (1:05:07)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Work Order No. 3 with Hooper Corp., for Main Yard Control House construction services.

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

F. Purchase Order with Systems With Intelligence (1:06:34)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Purchase Order with Systems With Intelligence.

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

G. Task Order No. 13 with WGI, Inc. to complete surveying services for the Intercoastal Waterway distribution crossing (1:10:03)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Task Order No. 13 with WGI, Inc. to complete surveying services for the Intercoastal Waterway distribution crossing.

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

H. Second Amendment with Dis-Tran Steel LLC., for the Canal 138kV Switchyard steel structures (1:11:30)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes approve the Second Amendment with Dis-Tran Steel LLC., for the Canal 138kV Switchyard steel structures

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

ADJOURNMENT: (1:15:18)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 7:20 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: May 31, 2022

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

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric

TITLE:

Agreement with Precision Contracting Services, Inc. for fiber optic engineering, design, material and installation

SUMMARY:

Agreement with Precision Contracting Services, Inc., for fiber optic engineering, design, material supplies and installation for the City. 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:

On October 23, 2019, Palm Beach County Board of Commissioners ("County") awarded a contract for fiber optic engineering, design, material, supplies, and installation under Solicitation #19-065/HS to Precision Contracting Services, Inc., (PCS). The City has requested and the County and PCS have agreed to extend the terms and conditions of the County Contract to the City.

The City has reviewed the unit prices from the County Contract and determined that the County Contract unit prices are competitive and will result in the best value to the CITY. The term of the Agreement will be consistent with the term of the County Contract which is valid through October 23, 2022, unless extended. Under this Agreement, Task Orders will be issued on an as-needed basis and will be approved in accordance with the City's procurement policy.

The Agreement with PCS will allow the City to proceed expeditiously to implement fiber optic networks within the City and electrical service territory. The fiber optic networks will be utilized to transmit data between critical operational facilities, substations and aid in the development of future smart City initiatives. PCS will provide engineering, design, materials and installation for turn-key projects.

The first project anticipated under this agreement is the new fiber optic communications link between the new 138kV Canal Switchyard, Main Yard Substation and the Hypoluxo Substation. This fiber optic network is a critical component required to meet the real-time needs for proper operation of the new 138kV transmission systems, including relaying, protection and video monitoring.

MOTION:

Move to approve/disapprove Agreement with Precision Contracting Services, Inc., for fiber optic engineering, design, material supplies and installation for the City.

ATTACHMENT(S):

Fiscal Impact Analysis- N/A
PCS Agreement

**AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES, AND INSTALLATION
(Utilizing the Palm Beach County Contract)**

THIS AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES, AND INSTALLATION (“Agreement”) is made as of the _____, 2022, by and between the CITY OF LAKE WORTH BEACH, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and PRECISION CONTRACTING SERVICES, INC., corporation authorized to do business in the State of Florida, whose address is 15834 Guild Court, Jupiter Fl 33478 (“CONTRACTOR”).

WHEREAS, the CITY’s Electric Utility department is in need of fiber optic engineering, design, material, supplies and installation services; and

WHEREAS, on October 23, 2019, Palm Beach County Board of Commissioners (“County”) awarded a contract for fiber optic engineering, design, material, supplies, and installation under Solicitation #19-065/HS to the Contractor (“County Contract”); and

WHEREAS, the CITY has requested and the CONTRACTOR and the County have agreed to extend the terms and conditions of the County Contract to the CITY for fiber optic engineering, design, material, supplies and installation; and,

WHEREAS, the CITY has reviewed the unit prices from the County Contract and determined that the County Contract unit prices are competitive and will result in the best value to the CITY; and,

WHEREAS, the CITY has determined that entering this Agreement is in the best interests of the CITY and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. GENERAL INFORMATION.

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Palm Beach County Contract. The County Contract, which includes Solicitation No.: 19-065/HS and any amendments executed by the County and the CONTRACTOR, is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the County Contract (valid until October 23, 2022 unless extended). The CITY Manager may approve and execute extensions of this Agreement consistent with the County Contract.

3. Task Orders. This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the City identifies a need for the Contractor’s services, the City will request a proposal from the Contractor to provide the services requested. The City will provide the Contractor with plans and/or specifications in order for the Contractor to develop its proposal. The Contractor’s proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit “A”** along with a copy of the Contractor’s proposal and shall be based on the unit prices set forth in the County Contract. Upon receipt of the Contractor’s proposed task order and proposal, the City shall decide in its sole discretion whether to award the task order to the Contractor.

Depending on the lump sum amount of each task order, the task order may be awarded by the City Manager (if within his or her purchasing authority - currently not to exceed \$50,000) or the City Commission. If the task order is approved by the City, the Contractor shall commence the identified services upon the City's approval of the work order for the services and issuance of a notice to proceed. For each issued task order, the Contractor shall provide the City with a certificate of compliance with the Trench Safety Act (if applicable). Each approved task order shall be incorporated into this Agreement and made a part hereof. The City reserves the right to reject any and all proposals submitted by the Contractor. A City-approved task order shall include (by reference) the plans and/or specifications provided by the City to the Contractor.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Specifications and scope of work set forth in CITY issued task order(s);
- b. This Agreement; and,
- b. The County Contract.

5. Compensation to CONTRACTOR. CONTRACTOR shall submit itemized invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the County Contract, which are attached as **Exhibit "B"** to this Agreement for ease of reference. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

6. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

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

D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.

- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of the County Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

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

K. SCRUTINIZED COMPANIES.

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

J. E-VERIFY.

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

H. INSURANCE. The CITY shall be listed as the additional insured on all CONTRACTOR's insurance as specifically required in the County Contract. Proof of such insurance shall be provided to the CITY prior to commencing any work under this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for fiber optic engineering, design, material, supplies and installation as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **PRECISION CONTRACTING SERVICES, INC.**

[Corporate Seal]

By: _____
Print Name: Blake Boyd
Title: Treasurer

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 20 day of MAY 2022, by BLAKE BOYD, as the Treasurer [title] of **Precision Contracting Services, Inc.**, a corporation, which is 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.

[SEAL]

NOTARY PUBLIC



Exhibit A

SAMPLE TASK ORDER

**AGREEMENT FOR FIBER OPTIC ENGINEERING, DESIGN, MATERIAL, SUPPLIES
AND INSTALLATION
TASK ORDER NO. _____**

THIS TASK ORDER FOR Fiber Optic Engineering, Design, Material, Supplies and Installation Services ("Task Order" hereafter) is made on _____, 202_, 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 _____, a Florida corporation, whose _____ local _____ business _____ address _____ is _____ ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide those services as identified herein for the _____ The services are generally described as: _____ (the "Project").

2.0 Scope

Under this Task Order, the Contractor will provide the City's _____ Department with plans, specifications and/or construction inspection services for the Project as specified in the Contractor's proposal attached hereto and incorporated herein as Exhibit "1".

3.0 Schedule

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

4.0 Compensation

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

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Contractor's Representations. In order to induce the City to enter into this Task Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of this Task 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 this Task Order stated time and in accordance with the other terms and conditions of the Agreement; 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 in this Task Order 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 Task Order for the price and time set forth herein and in accordance with the other terms and conditions of the Agreement.

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

7.5 Contractor has given the City's Project Manager written notice of all conflicts, errors or discrepancies that he or she has discovered in this Task Order and the Agreement and the written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Authorization

This Task Order is issued pursuant to the engineering, design, material, supplies and installation services Agreement between the City and the Contractor, dated _____, 2022 ("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 specifications and scope of work set forth in this Task Order shall take precedence.

Remainder of this page intentionally left blank – signature page follows

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

**CITY OF LAKE WORTH BEACH,
FLORIDA**

By: _____
Carmen Y. Davis, City Manager

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Precision Contracting Services, Inc.**

[Corporate Seal]

By: (DO NOT SIGN – SAMPLE)
Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 202_, by _____, as the _____ [title] of **Precision Contracting Services, Inc.** a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit B

RATE SCHEDULE

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION A

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
LABOR					
1.	Engineering Florida PE Services – Hourly Rate	5	HR	\$ <u>250.00</u>	\$ <u>1,250.00</u>
2.	BICSI RCDD – Hourly Rate	35	HR	\$ <u>175.00</u>	\$ <u>6,125.00</u>
3.	CADD Operator – Hourly Rate	15	HR	\$ <u>90.00</u>	\$ <u>1,350.00</u>
4.	Clerical Support Services – Hourly Rate	60	HR	\$ <u>45.00</u>	\$ <u>2,700.00</u>
5.	Commercial Cable – Electronics Technician – Hourly Rate	5	HR	\$ <u>125.00</u>	\$ <u>625.00</u>
6.	Commercial Cable Installer – Hourly Rate	350	HR	\$ <u>95.00</u>	\$ <u>33,250.00</u>
7.	Commercial Duct Installer – Hourly Rate	700	HR	\$ <u>85.00</u>	\$ <u>59,500.00</u>
8.	Tree Trimming – Hourly Rate	5	HR	\$ <u>175.00</u>	\$ <u>875.00</u>
9.	OSP ROW Strand Mapping	25	MILE	\$ <u>1,250.00</u>	\$ <u>31,250.00</u>
10.	OSP ROW Design and Permitting	20	MILE	\$ <u>2,500.00</u>	\$ <u>50,000.00</u>
11.	OSP GPS Survey	20	MILE	\$ <u>1,750.00</u>	\$ <u>35,000.00</u>
12.	OSP GIS Technician	20	MILE	\$ <u>1,750.00</u>	\$ <u>35,000.00</u>
TOTAL OFFER SECTION A (ITEMS #1 – #12):					\$ <u>256,925.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

BID RESPONSE
IFB #19-065/HS

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
OSP CONSTRUCTION - UNDERGROUND					
13.	Conduit – 2" placed at 24", machine trenched (Furnished and Installed)	25	LF	\$ <u>6.95</u>	\$ <u>173.75</u>
14.	Conduit – 2" placed at 36", machine trenched (Furnished and Installed)	1,000	LF	\$ <u>7.50</u>	\$ <u>7,500.00</u>
15.	Conduit – 2" placed at 24" hand trenched (Furnished and Installed)	25	LF	\$ <u>7.75</u>	\$ <u>193.75</u>
16.	Conduit – 2" placed at 36", hand trenched (Furnished and Installed)	7,000	LF	\$ <u>8.00</u>	\$ <u>56,000.00</u>
17.	Conduit – 2", extra pipe (Furnished and Installed)	100	LF	\$ <u>2.50</u>	\$ <u>250.00</u>
18.	Placement – 1 1/4", innerduct, corrugated, colored (Furnished and Installed)	100	LF	\$ <u>1.50</u>	\$ <u>150.00</u>
19.	Placement – 4W 1 1/4", HDPE colored (Furnished and Installed)	100	LF	\$ <u>8.00</u>	\$ <u>800.00</u>
20.	MaxCell placement – 3 cell for 2" and larger conduits (Furnished and Installed)	100	LF	\$ <u>5.75</u>	\$ <u>575.00</u>
21.	Placement – cable direct bury, plow, 30" placement (Furnished and Installed)	100	LF	\$ <u>5.25</u>	\$ <u>525.00</u>
22.	Placement – 2" HDPE, Directional Bore (Furnished and Installed)	5,000	LF	\$ <u>17.00</u>	\$ <u>85,000.00</u>
23.	Placement – 2" HDPE, Directional Bore, Special Conditions (Furnished and Installed)	50	LF	\$ <u>35.00</u>	\$ <u>1,750.00</u>
24.	Placement – 8" HDPE, Directional Bore, under waterway (Furnished and Installed)	50	LF	\$ <u>115.00</u>	\$ <u>5,750.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
25.	Placement – 2" RGS (Furnished and Installed)	25	LF	\$ 18.50	\$ 462.50
26.	Placement – 4" RGS (Furnished and Installed)	25	LF	\$ 30.00	\$ 750.00
27.	Placement – 2" Fiberglass, Bridge mount (Furnished and Installed)	25	LF	\$ 40.00	\$ 1,000.00
28.	Placement – 4" Fiberglass, Bridge mount (Furnished and Installed)	25	LF	\$ 85.10	\$ 2,125.00
29.	Detection – Detectable Tracer Wire (Furnished and Installed)	30,000	LF	\$ 0.55	\$ 16,500.00
30.	Detection – Detectable Marking Tape (Furnished and Installed)	100	LF	\$ 1.00	\$ 100.00
31.	Detection – Jet Line (Furnished and Installed)	7000	LF	\$ 0.40	\$ 2,800.00
32.	ROW Detection – ROW Delineator Marker Post, orange, 6" (Furnished and Installed)	10	EACH	\$ 95.00	\$ 950.00
33.	Cable Route Markers - Tubular, Type III HDPE	10	EACH	\$ 85.00	\$ 850.00

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**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
FIBER OPTIC CABLES					
34.	FO Cable – 12 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	2,000	LF	\$ <u>1.65</u>	\$ <u>3,300.00</u>
35.	FO Cable – 12 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	5,000	LF	\$ <u>1.60</u>	\$ <u>8,000.00</u>
36.	FO Cable – 24 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	10,000	LF	\$ <u>1.80</u>	\$ <u>18,000.00</u>
37.	FO Cable – 24 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	20,000	LF	\$ <u>1.75</u>	\$ <u>35,000.00</u>
38.	FO Cable – 48 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	35,000	LF	\$ <u>2.20</u>	\$ <u>77,000.00</u>
39.	FO Cable – 48 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	20,000	LF	\$ <u>2.15</u>	\$ <u>43,000.00</u>
40.	FO Cable – 72 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	500	LF	\$ <u>2.45</u>	\$ <u>1,225.00</u>
41.	FO Cable – 72 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	500	LF	\$ <u>2.40</u>	\$ <u>1,200.00</u>
42.	FO Cable – 96 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	1,500	LF	\$ <u>2.65</u>	\$ <u>3,975.00</u>
43.	FO Cable – 96 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	1,500	LF	\$ <u>2.60</u>	\$ <u>3,900.00</u>
44.	FO Cable – 144 fiber, Single-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	500	LF	\$ <u>2.95</u>	\$ <u>1,475.00</u>

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**BID RESPONSE
IFB #19-095/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
45.	FO Cable – 144 fiber, Single-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	500	LF	\$ 2.90	\$ 1,450.00
46.	FO Cable – 12 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	100	LF	\$ 2.00	\$ 200.00
47.	FO Cable – 12 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	100	LF	\$ 2.00	\$ 200.00
48.	FO Cable – 24 fiber, Multi-mode, Loose-Tube Construction, Aerial Placement (Furnished and Installed)	500	LF	\$ 2.90	\$ 1,450.00
49.	FO Cable – 24 fiber, Multi-mode, Loose-Tube Construction, Underground Placement (Furnished and Installed)	500	LF	\$ 2.90	\$ 1,450.00
50.	FO Cable – 24 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 2.50	\$ 125.00
51.	FO Cable – 48 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 2.95	\$ 147.50
52.	FO Cable – 96 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 3.45	\$ 172.50
53.	FO Cable – 144 fiber, Single-mode, All Dielectric Self Supporting Construction, Aerial Placement (Furnished and Installed)	50	LF	\$ 3.95	\$ 197.50

All unit prices bid should be within two (2) decimal points, with the exception of LF. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
54.	FO Cable – 24 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 2.25	\$ 112.50
55.	FO Cable – 48 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 3.25	\$ 162.50
56.	FO Cable – 96 fiber, Single-mode, Riser Rated Construction (Furnished and Installed)	50	LF	\$ 4.30	\$ 215.00
57.	FO Cable – 12 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	10	LF	\$ 2.50	\$ 25.00
58.	FO Cable – 24 fiber, Multi-mode, Riser Rated Construction (Furnished and Installed)	10	LF	\$ 3.90	\$ 39.00
59.	FO Cable – 12 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 2.95	\$ 147.50
60.	FO Cable – 24 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 4.00	\$ 200.00
61.	FO Cable – 48 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 4.50	\$ 225.00
62.	FO Cable – 96 fiber, Single-mode, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 7.50	\$ 375.00
63.	FO Cable – 12 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	50	LF	\$ 3.00	\$ 150.00
64.	FO Cable – 24 fiber, Multi-mode, Plenum Rated Construction, Tight Buffer (Furnished and Installed)	50	LF	\$ 5.75	\$ 287.50
65.	FO Cable – 24 count Hybrid Fiber, 12 Multi-mode Fiber, 12 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 4.25	\$ 212.50
66.	FO Cable – 48 count Hybrid Fiber, 24 Multi-mode Fiber, 24 Single-mode Fiber, Plenum Rated Construction (Furnished and Installed)	50	LF	\$ 6.25	\$ 312.50

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**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
OPTICAL SPLICING & TERMINATION					
67.	FO Cable – 12 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	15	EACH	\$ 1,295.00	\$ 19,425.00
68.	FO Cable – 24 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	10	EACH	\$ 2,075.00	\$ 20,750.00
69.	FO Cable – 48 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	10	EACH	\$ 3,975.00	\$ 39,750.00
70.	FO Cable – 72 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	1	EACH	\$ 5,275.00	\$ 5,275.00
71.	FO Cable – 96 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	3	EACH	\$ 6,175.00	\$ 18,525.00
72.	FO Cable – 144 fiber, Single-mode or Multi-mode, Termination, Wall/Rack Cabinet, trays, pigtails, splices, tests (Furnished and Installed)	1	EACH	\$ 8,775.00	\$ 8,775.00
73.	FO Cable – 06 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	1	EACH	\$ 45.00	\$ 45.00
74.	FO Cable – 12 fiber, Single-mode, Buffer fan-out kit (Furnished and Installed)	1	EACH	\$ 55.00	\$ 55.00
75.	FO Connector – ST type, Multi-mode, Unicam connector (Furnished and Installed)	1	EACH	\$ 50.00	\$ 50.00
76.	FO Connector – ST type, Single-mode, Unicam connector (Furnished and Installed)	1	EACH	\$ 55.00	\$ 55.00

All unit prices bid should be within two (2) decimal points, with the exception of L.F. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
77.	FO Closure – Splice Closure, 12 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ <u>4,175.00</u>	\$ <u>41,750.00</u>
78.	FO Closure – Splice Closure, 24 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ <u>1,575.00</u>	\$ <u>15,750.00</u>
79.	FO Closure – Splice Closure, 48 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	10	EACH	\$ <u>2,575.00</u>	\$ <u>25,750.00</u>
80.	FO Closure – Splice Closure, 72 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ <u>3,375.00</u>	\$ <u>3,375.00</u>
81.	FO Closure – Splice Closure, 96 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ <u>4,275.00</u>	\$ <u>4,275.00</u>
82.	FO Closure – Splice Closure, 144 fiber, Aerial or UG installation, trays, splices, tests (Furnished and Installed)	1	EACH	\$ <u>6,175.00</u>	\$ <u>6,175.00</u>
83.	FO Splice – OTDR Test any wavelength, one direction, bare fiber	700	EACH	\$ <u>7.50</u>	\$ <u>5,250.00</u>
84.	FO Closure – Splice Tray, Fusion Heatshrink, 12 fiber, 12" size (Furnished and Installed)	1	EACH	\$ <u>35.00</u>	\$ <u>35.00</u>
85.	FO Closure – Splice Tray, Fusion Heatshrink, 24 fiber, 12" size (Furnished and Installed)	1	EACH	\$ <u>50.00</u>	\$ <u>50.00</u>
86.	FO Splice – Fusion Splice, Heat Shrink <0.04 Db, OSP, including pigtail as needed (Furnished and Installed)	100	EACH	\$ <u>35.00</u>	\$ <u>3,500.00</u>
87.	OSP Aerial – Messenger Cable, ¼" (Furnished and Installed)	10,000	LF	\$ <u>2.25</u>	\$ <u>22,500.00</u>
88.	OSP Aerial – Remove Messenger Cable, ¼"	100	LF	\$ <u>0.75</u>	\$ <u>75.00</u>

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**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
89.	OSP Aerial – Pole Attachment, Loose Tube, with J-hook Concrete Pole (Furnished and Installed)	10	EACH	\$ 195.00	\$ 1,950.00
90.	OSP Aerial – Pole Attachment, Loose Tube, with J-hook Wood Pole (Furnished and Installed)	10	EACH	\$ 175.10	\$ 1,750.10
91.	OSP Aerial – Place Pole Riser, 2', RGS (Furnished and Installed)	500	LF	\$ 18.00	\$ 9,000.00
92.	OSP Aerial – Place Pre-Stressed Concrete, 35 ft., Utility (Furnished and Installed)	1	EACH	\$ 11,355.00	\$ 11,355.00
93.	OSP Aerial – Place Pre-Stressed Concrete, 45 ft., Utility (Furnished and Installed)	1	EACH	\$ 11,795.00	\$ 11,795.00
94.	OSP Aerial – Place Pre-Stressed Concrete, 70 ft., Utility (Furnished and Installed)	1	EACH	\$ 15,275.00	\$ 15,275.00
95.	OSP Aerial – Place Down Guy Anchor, 6' (Furnished and Installed)	1	EACH	\$ 425.00	\$ 425.00

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Continued...

**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B – Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
PULL BOXES					
96.	Pull Box – Concrete, 4'H x 4'W x 4'D, with Steel Lid (Furnished and Installed)	1	EACH	\$ 4,795.00	\$ 4,795.00
97.	Pull Box – Composite construction, 24"H x 36"W x 24"D, with Composite Lid (Furnished and Installed)	5	EACH	\$ 725.00	\$ 3,625.00
98.	Pull Box – Composite construction, 24"H x 36"W x 24"D, Traffic Rated, with Composite Traffic Rated Lid (Furnished and Installed)	10	EACH	\$ 995.00	\$ 9,950.00
99.	Pull Box – Composite construction, 17"H x 30"W x 12"D, with Composite Lid (Furnished and Installed)	25	EACH	\$ 545.00	\$ 13,625.00
100.	Pull Box – Composite construction, 17"H x 30"W x 12"D, Traffic Rated, with Composite Traffic Rated Lid (Furnished and Installed)	10	EACH	\$ 725.00	\$ 7,250.00
101.	Pull Box Apron – for a 24" x 36" pull box measuring 12"W x 6"D (Furnished and installed)	5	EACH	\$ 595.00	\$ 2,975.00
OUTSIDE PLANT CABINET'S					
102.	Communications Cabinet – 35"H x 24"W x 22"D, with Concrete Base (Furnished and Installed)	1	EACH	\$ 5,395.00	\$ 5,395.00
103.	Communications Cabinet – 51.25"H x 20"W x 18"D, with Concrete Base (Furnished and Installed)	4	EACH	\$ 4,950.00	\$ 19,800.00

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Continued...

**BID RESPONSE
IFB #19-065/HS**

**FIBER OPTIC ENGINEERING, DESIGN, MATERIAL,
SUPPLIES AND INSTALLATION, TERM CONTRACT**

SECTION B - Continued...

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
OUTSIDE PLANT CABINET'S					
104.	Communications Cabinet -- 37"H x 20"W x 17"D, with Concrete Base (Furnished and Installed)	1	EACH	\$ <u>5,695.00</u>	\$ <u>5,695.00</u>
105.	Device Cabinet Type 332 (66"H x 24"W x 30"D) (Furnished and Installed)	2	EACH	\$ <u>7,475.00</u>	\$ <u>14,950.00</u>
106.	FO Closure-Re-Entry Kit, Cable Preparation, up to 144 Fiber, Aerial or UG Installation (Furnished and Installed)	5	EACH	\$ <u>475.00</u>	\$ <u>2,375.00</u>
TOTAL OFFER SECTION B (ITEMS #13 through #106):					\$ <u>741,311.50</u>
TOTAL OFFER (SECTION A + B):					\$ <u>998,236.50</u>

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Water Utilities

TITLE:

Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for royalty marketing of water and sewer service line warranty programs

SUMMARY:

Agreement provides the City royalties on water and sewer service line warranties as part of the National League of Cities Service Line Warranty Program offered by Utility Service Partners Private Label for three years.

BACKGROUND AND JUSTIFICATION:

The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a Homeserve Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repair and replacements. This voluntary program will provide homeowners protection against significant and unexpected costs to remedy leaking/broken/clogged water, sewer and in home plumbing lines. Residents can sign up for the exterior water or sewer service line warranty program, or the internal plumbing and drainage service line warranty program. There is no cost to the City to participate, but the City will be paid a royalty fee of \$0.50 per product for each month the product is sold to residents, in exchange for use of City's logo and name on letterhead, advertising and marketing materials.

MOTION:

Move to approve/disapprove Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for royalty marketing of water and sewer service line warranty programs.

ATTACHMENT(S):

Fiscal Impact Analysis
Marketing Agreement

**MARKETING AGREEMENT
(NLC Service Line Warranty Program)**

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the **City of Lake Worth Beach, Florida** (“**City**”), and **Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America** (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective as of [_____], 2022 (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Residential Property Owner**”); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

WHEREAS, the City Commission has determined that entering into this Agreement is in the best interests of the City and serves a valid public purpose.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose**. City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

2. **Grant of License**. City hereby grants to Company a non-exclusive, limited license (“**License**”) to use City’s name and logo (“**Marks**”), on letterhead and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company’s website), all at Company’s sole cost and expense and subject to City’s City Manager’s or its designee’s prior review and written approval, which will not be unreasonably conditioned, delayed, or withheld. The City’s review and written approval may be provided via e-mail to Company. Company’s use of the Marks in accordance with this Agreement will not infringe any other party’s rights. City agrees that it will not extend or grant a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement. Any direct marketing shall expressly include the reference that Company is an independent company, separate from the City, and as such, all Products being offered by Company to Residential Property Owners are optional. As used herein, “**Member**” means those Residential Property Owners that purchase and are successfully enrolled in a Product by Company. Each Member’s name, address, phone

number, email address and any other information that SLWA collects from, on behalf of, or relating to a Member, is Company's property and subject to the confidentiality provision of this agreement and to the extent Chapter 119, Florida Statutes, Florida's Public Records law applies to Company as set forth herein.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing approved and initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("**Applicable Laws**") with respect to its obligations under this Agreement.

6. **Preferred Provider Utilization.** Company shall use its best efforts to ensure repair services provided to Residential Property Owners under the Program are provided through union hiring halls or otherwise established unionized workforces, or local businesses, small businesses and/or veteran business enterprises as those terms are defined in the City's Purchasing Code at Section 2-117. The Company shall include with its annual payment a statement regarding compliance with this provision and the percentage of services provided by the aforementioned preferred providers.

7. **Confidentiality.** Each Party will treat all non-public, confidential and trade secret information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

8. **Code Change.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal,

arbitrator, regulatory agency, commission, including a public service commission or similar body of a municipality, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days' written notice to the other Party.

9. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees, and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, and reasonable attorneys' fees and court costs at all trial and appellate levels (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Company of any such Claim within a time that does not prejudice the ability of the Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

10. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by federally recognized overnight courier, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To City:
City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460
Phone: (561) 586-1600

To Company:
Utility Service Partners Private Label, Inc.
ATTN: Chief Sales Officer
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

11. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, set forth in the attached Exhibit A, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

12. **Assignment and Construction.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor. This Agreement shall not be construed against either Party.

13. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

14. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to their obligations under this Agreement. The governing law shall be the laws of the State of Florida, without regard to the choice of law principles of the forum state. The Parties agree that venue for any disputes related to this Agreement shall be in Palm Beach County, Florida. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

15. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

16. **Inspector General.** Company acknowledges that the Inspector General of Palm Beach County (“**Inspector General**”) has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and pursuant to such authority granted to the Inspector General, may demand and obtain records and testimony from the Company pursuant to the Office of Inspector General, Palm Beach County, Florida Ordinance. The Company understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Company to fully cooperate with the Inspector General, pursuant to this section and the Office of Inspector General, Palm Beach County, Florida Ordinance, may be deemed by the City to be a material breach of this Agreement justifying its termination.

17. **Independent Contractor.** Company is and shall be, in the performance of this Agreement, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services related to or arising from this Agreement shall at all times, and in all places, be subject to Company’s sole direction, supervision, and control. The Company shall exercise control over the means and manner in which it and its employees perform the services. The Company shall be responsible for all taxes associated with its services and payment of its employees and all other persons utilized to perform any services hereunder.

18. **Public Entity Crimes and Scrutinized Companies.** The Company acknowledges and agrees

that a person or affiliate of Company who has been placed on the “Convicted vendor list,” managed and published by the Florida Department of Management Services, following a conviction for a public entity crime pursuant to § 281.133, Fla. Stat. (2021), may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat (2021), for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the “Convicted vendor list.” Company will advise the City immediately if it becomes aware of any violation of this statute. Further, Company certifies that it and its subcontractor are not on the “Scrutinized Companies that Boycott Israel List” and are not engaged in the boycott of Israel. Pursuant to § 287.135, Fla. Stat. (2021), the City may immediately terminate this Agreement at its sole option if the Company or any of Company’s subcontractors are found to have submitted a false certification in contravention to this section; or if the Company or any of Company’s subcontractors are placed on the “Scrutinized Companies that Boycott Israel List,” pursuant to § 215.4725, Fla. Stat. (2021), or is engaged in the boycott of Israel during the term of this Agreement.

19. **E-Verify.** To the extent applicable, the Company and its subcontractors shall comply with section 448.095(2), Florida Statutes, regarding registration with and use of the E-Verify system to verify the work authorization status of all newly hired employees.

20. **Public Records.** The Company shall comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes, and, if it is determined to be acting on behalf of the City as provided under section 119.011(2), the Company specifically agrees to:

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

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

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

Date

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

UTILITY SERVICE PARTNERS PRIVATE
LABEL, INC.

By: _____
Richard Gannon, Chief Financial Officer

[CORPORATE SEAL]



STATE OF Connecticut)
COUNTY OF Fairfield)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 16th day of may 2022, by Richard Gannon, as the CTO of Utility Service Partners Private Label, Inc., who is authorized to do business in the State of Florida, produced known to me as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind Utility Service Partners Private Label, Inc., to the same.

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Second line of faint text, likely a recipient or sender address.

Third and fourth lines of faint text, possibly a date or subject line.

Fifth and sixth lines of faint text, likely a body of the document.

Seventh and eighth lines of faint text, possibly a signature or closing.



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Exhibit A
NLC Service Line Warranty
Program City of Lake Worth Beach

Term Sheet

- I. Initial Term. Three (3) Years with Renewal Terms, subject to Section 3 of the Agreement.

- II. License Fee. During the Term, Company will pay City fifty cents (\$0.50) per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - A. Use of City logo and name on letterhead, advertising, and marketing materials.

- III. Products.
 - A. External water service line plan (initially, \$5.75 per month)
 - B. External sewer/septic line plan (initially, \$7.75 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing above does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed fifty cents (\$0.50) in any twelve (12) month period. If such adjustment shall exceed fifty cents (\$0.50), both Parties must agree in writing.

- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.

- V. Marketing Campaigns. Company shall have the right to conduct up to three (3) campaigns per year (each campaign consists of two (2) mailings) and such other channels as may be mutually agreed in writing. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Water Utilities

TITLE:

Ordinance No. 2022-11 – First Reading – Water Conservation for Landscape Irrigation

SUMMARY:

Ordinance No. 2022-11 provides for local implementation of the mandatory year-round landscape irrigation conservation measures rule of South Florida Water Management District.

BACKGROUND AND JUSTIFICATION:

South Florida Water Management District (SFWMD) has reached out to local municipalities to update and amend their water conservation for landscape irrigation ordinances and codes to align with the goals and conservation measures of SFWMD. Ordinance 2022-11 provides adopting Chapter 18 “Utilities”, Article II “Water Utility”, Section 18-21 “Water conservation and irrigation” which includes 3-day per week watering on specified days, compliance and enforcement provisions.

MOTION:

Move to approve/disapprove Ordinance No. 2022-11 on first reading and setting the second reading and public hearing for June 28, 2022.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2022-11

1
2
3
4 **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF**
5 **LAKE WORTH BEACH, FLORIDA, ADOPTING CHAPTER 18**
6 **“UTILITIES,” ARTICLE II “WATER UTILITY,” SECTION 18-21**
7 **“WATER CONSERVATION AND IRRIGATION,” PROVIDING FOR**
8 **LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND**
9 **LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF**
10 **THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24,**
11 **F.A.C.); PROVIDING FOR DEFINITIONS, APPLICABILITY OF THE**
12 **ORDINANCE, A LANDSCAPE IRRIGATION SCHEDULE,**
13 **EXCEPTIONS TO THE SCHEDULE, OTHER REQUIREMENTS,**
14 **VARIANCES, ENFORCEMENT AND PENALTIES; RENUMBERING**
15 **OF ARTICLE III “EMERGENCY WATER USE AND FOR OTHER**
16 **PURPOSES; AND PROVIDING FOR SEVERABILITY, CONFLICTS,**
17 **CODIFICATION AND AN EFFECTIVE DATE**
18

19 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
20 municipality having such power and authority conferred upon it by the Florida Constitution
21 and Chapter 166, Florida Statutes; and
22

23 **WHEREAS**, the South Florida Water Management District (“District”) has the
24 responsibility and exclusive authority under Chapter 373, Florida Statutes, for regulating
25 the consumptive use of water; and
26

27 **WHEREAS**, the District has promulgated Chapter 40E-2, Florida Administrative
28 Code (F.A.C), for the consumptive use of water which includes Rule 40E-2.061, F.A.C.,
29 General Consumptive Use Permits by Rule, regulating landscape irrigation at a single
30 family dwelling or duplex, and Rule 40E-2.071, F.A.C., Noticed General and Individual
31 Permits, regulating larger landscape irrigation users; and
32

33 **WHEREAS**, the District promulgated and amended Chapter 40E-24, F.A.C.,
34 requiring year-round irrigation conservation measures; and
35

36 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all users as defined in subsection
37 40E-24.101(14), F.A.C., including permitted and exempt users under Chapter 40E-2,
38 F.A.C.; and
39

40 **WHEREAS**, Chapter 40E-24, F.A.C., calls for year-round and permanent
41 landscape irrigation restrictions, separate and independent from water shortage
42 declarations, in accordance with Chapter 40E-21, F.A.C.; and
43

44 **WHEREAS**, Chapter 40E-24, F.A.C., applies to all landscape irrigation regardless
45 of whether the water comes from ground or surface water, from a private well or pump,
46 or from a public or private utility; and
47

48 **WHEREAS**, Rule 40E-24.301, F.A.C., provides that local governments may adopt
49 a landscape irrigation ordinance that achieves water conservation consistent with Rule
50 40E-24.201, F.A.C., including variance and enforcement procedures; and

51 **WHEREAS**, to address utility operational, health, safety and landscape concerns,
52 the City, which lies within Palm Beach County, a designated county under the Rule,
53 wishes to allow landscape irrigation three days per week; and

54
55 **WHEREAS**, the City Commission desires to adopt the encouraged ordinance,
56 including variance and enforcement procedures; and

57
58 **WHEREAS**, the City Commission finds and declares that the adoption of this
59 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
60 City, its residents and visitors.

61
62 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
63 **CITY OF LAKE WORTH BEACH, FLORIDA:**

64
65 **Section 1.** The whereas clauses are incorporated herein as true and correct and
66 as the legislative findings of the City Commission.

67
68 **Section 2.** Chapter 18 “Utilities,” Article II “Water Utility,” Section 18-21 “Water
69 conservation and irrigation” is hereby adopted to read as follows:

70
71 **Sec. 18-21. – Water conservation and irrigation.**

- 72
73 (a) *Intent and purpose; applicability.*
74 (1) *Intent and purpose.* It is the intent and purpose of this section to
75 implement procedures that promote water conservation through the
76 efficient use of landscape irrigation.
77 (2) *Applicability.* The provisions of this section shall apply to each user
78 providing landscape irrigation from all water resources within the
79 boundaries of the city with the following exceptions:
80 a. The use of reclaimed water, which may or may not be
81 supplemented from another source;
82 b. Irrigation at agricultural and nursery operations; and
83 c. Irrigation of athletic play areas.

- 84
85 (b) *Definitions.* The following words, terms and phrases, when used in this
86 section, shall have the meanings listed below except where the context
87 clearly indicates a different meaning.

88
89 *Address* means the “house number” (a numeric or alphanumeric
90 designation) that, together with the street name, describes the physical
91 location of a specific property. This includes “rural route” numbers, but
92 excludes post office box numbers. If a lot number in a mobile home park or
93 similar community is used by the U.S. Postal Service to determine a delivery
94 location, the lot number shall be the property’s address. If a lot number in a
95 mobile home park or similar residential community is not used by the U.S.
96 Postal Service (e.g., the park manager sorts incoming mail delivered to the
97 community’s address), then the community’s main address shall be the

98 property's address. If a property has no address, it shall be considered
99 "even-numbered."

100
101 *Athletic play area* means all golf course fairways, tees, roughs, greens, and
102 other athletic play surfaces; including, football, baseball, soccer, polo,
103 tennis, and lawn bowling fields, and rodeo, equestrian, and livestock
104 arenas.

105
106 *Consumptive Use Permit (CUP)* means a permit issued pursuant to Chapter
107 40E-2, F.A.C., authorizing the consumptive use of water.

108
109 *District* means the South Florida Water Management District, a government
110 entity created under Chapter 373, Florida Statutes.

111
112 *Even numbered address* means an address ending in the numbers 0, 2, 4,
113 6, 8, or rights-of-way or other locations with no address, or the letters A-M.

114
115 *Existing landscaping* means any landscaping which has been planted and
116 in the ground for more than ninety (90) days.

117
118 *Landscaping* means shrubbery, trees, lawns, sod, grass, ground covers,
119 plants, vines, ornamental gardens, and such other flora not intended for
120 resale, which are situated in such diverse locations as residential
121 landscapes, recreation areas, cemeteries, public, commercial, and
122 industrial establishments, public medians, and rights-of-way, except athletic
123 play areas.

124
125 *Landscape irrigation* means the outside watering of shrubbery, trees, lawns,
126 sod, grass, ground covers, plants, vines, ornamental gardens, and such
127 other flora not intended for resale, which are planted and situated in such
128 diverse locations as residential landscapes, recreation areas, cemeteries,
129 public, commercial, and industrial establishments, public medians, and
130 rights-of-way, except athletic play areas.

131
132 *Law enforcement officials* mean any law enforcement officer employed by
133 a law enforcement agency charged with the enforcement of laws of the city
134 and state.

135
136 *Low volume hand watering* means the watering of landscape by one (1)
137 person, with one (1) hose, fitted with a self-canceling or automatic shutoff
138 nozzle.

139
140 *Low volume irrigation* means the use of equipment and devices specifically
141 designed to allow the volume of water delivered to be limited to a level
142 consistent with the water requirement of the plant being irrigated, and to
143 allow that water to be placed with a high degree of efficiency in the root
144 zone of the plant. The term also includes water used in mist houses and
145 similar establishments for plant propagation. Overhead irrigation and flood
146 irrigation are not included.

147 Micro-irrigation means the application of small quantities of water on or
148 below the soil surface as drops or tiny streams of spray through emitter or
149 applicators placed along a water delivery line. Micro-irrigation includes a
150 number of methods or concepts, such as bubbler, drip, trickle, mist or
151 microspray, and subsurface irrigation.

152
153 New landscaping means any landscaping which has been planted in the
154 ground for ninety (90) days or less.

155
156 Odd numbered address means an address ending in the numbers 1, 3, 5,
157 7, 9, or the letters N-Z.

158
159 Reclaimed water means wastewater that has received at least secondary
160 treatment and basic disinfection, and is reused after flowing out of a
161 wastewater treatment facility as defined by Rule 62-40.210, F.A.C.

162
163 User means any person, individual, firm, association, organization,
164 partnership, business trust, corporation, company, agent, employee, or
165 other legal entity whether natural or artificial, which directly or indirectly
166 takes water from the water resource, including uses from private or public
167 utility systems, uses under water use permits issued pursuant to Chapter
168 40E-2, F.A.C., or uses from individual wells or pumps.

169
170 Wasteful and unnecessary means allowing water to be dispersed without
171 any practical purpose to the water use; for example, excessive landscape
172 irrigation, leaving an unattended hose on a driveway with water flowing,
173 allowing water to be dispersed in a grossly inefficient manner regardless of
174 the type of water use; for example, allowing landscape irrigation water to
175 unnecessarily fall onto pavement, sidewalks, and other impervious
176 surfaces; or allowing water flow through a broken or malfunctioning water
177 delivery or landscape irrigation system.

178
179 Water resource means any and all water on or beneath the surface of the
180 ground, including natural or artificial watercourses, lakes, ponds, or diffused
181 surface water, and water percolating, standing, or flowing beneath the
182 surface of the ground.

183
184 Water shortage means when the District determines there is the possibility
185 that insufficient water will be available to meet the present and anticipated
186 needs of the users, or when conditions are such as to require a temporary
187 reduction in total use within a particular area to protect water resources from
188 serious harm. A water shortage usually occurs due to drought.

189
190 Water shortage emergency means when the District determines the
191 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to
192 protect the public health, safety, or welfare, the health of animals, fish, or
193 aquatic life, a public water supply, or commercial, industrial, agricultural,
194 recreational, or other reasonable-beneficial uses.

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- (c) Rules. The city hereby adopts the rules of the District, listed in subsection 40E-24.201 (1)-(5) and (7), F.A.C., including subsequent additions or corrections, which are set out as follows:
- (1) The year-round landscape irrigation conservation measures contained in this section 18-21 are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
 - (2) It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this section which affect each particular water use.
 - (3) In addition to the specific conservation measures, all wasteful and unnecessary water use is prohibited.
 - (4) The following requirements shall apply to all users, unless specified in this subsection (c) or subsection (d) below.
 - a. Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
 - b. Irrigation of existing landscaping shall comply with the following provisions:
 - i. Even addresses, installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Sunday, Tuesday and/or Thursday.
 - ii. Odd addresses shall have the opportunity to accomplish necessary landscape irrigation three (3) days a week, only on Saturday, Monday and/or Wednesday.
 - c. Irrigation of new landscaping shall comply with the following provisions:
 - 1. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
 - 2. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.
 - 3. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

242 4. Irrigation of new landscaping which has been in place for
243 thirty-one (31) to ninety (90) days may be accomplished on
244 Monday, Wednesday, Thursday, and/or Saturday.

245 5. Irrigation of new landscaping is limited to areas only
246 containing the new landscaping. An entire zone of an irrigation
247 system shall only be utilized for landscape irrigation under this
248 subsection if the zone contains at least 50% new landscaping. If
249 a zone contains less than 50% new landscaping, or if the new
250 landscaping is in an area that will not typically be irrigated by an
251 irrigation system, only the individual new plantings are eligible for
252 additional irrigation. Targeted watering may be accomplished by
253 low volume hand watering or any appropriate method which
254 isolates and waters only the new landscaping.

255 (5) Any water shortage restrictions or other measures declared pursuant
256 to Chapter 40E-21, F.A.C., or related District governing board or
257 executive director orders which are more restrictive than a measure
258 contained within this section, shall supersede this section for the
259 duration of the applicable water shortage declaration.

260 (d) *Exceptions.* Landscape irrigation scheduling shall be subject to the
261 following exceptions:

262 (1) Landscape irrigation systems may be operated during restricted days
263 and/or times for cleaning, maintenance, and repair purposes with an
264 attendant on site in the area being tested. Landscape irrigation
265 systems may routinely be operated for such purposes no more than
266 once per week, and the run time for any one (1) test should not exceed
267 ten (10) minutes per zone.

268 (2) Landscape irrigation for the purpose of watering-in fertilizers,
269 insecticides, pesticides, fungicides and herbicides, where such
270 watering-in is recommended by the manufacturer, or by federal, state
271 or local law, or best management practices, shall be allowed under the
272 following conditions:

273 a. Such watering-in shall be limited to one (1) application, unless the
274 need for more than one (1) application is stated in the directions
275 for application specified by the manufacturer; and

276 b. Such watering-in shall be accomplished during normally
277 allowable watering days and times set forth in subsection 18-
278 21(c) unless a professional licensed applicator has posted a
279 temporary sign containing the date of application and the date(s)
280 of needed watering-in activity.

281 (3) Any plant material may be watered using low volume irrigation, micro-
282 irrigation, low volume hand watering method, rain barrels, cisterns, or
283 other similar rain-harvesting devices without regard to the watering
284 days or times allowed pursuant to this section.

285 (e) *Additional requirements.* Any user who purchases and installs an automatic
286 landscape irrigation system shall properly install, maintain, and operate technology that
287
288

289 inhibits or interrupts operation of the system during periods of sufficient moisture in
290 accordance with section 373.62, Florida Statutes.

291
292 (f) *Variances.*

293 (1) If a user wishes to request a variance from the specific day or days
294 identified in subsection 18-21(c), the user may file a petition for variance or
295 waiver, in a form satisfactory to the city, with the director of Water Utilities

296 (2) A variance from the specific day or days identified in subsection 18-
297 21(c) may be granted by the city if strict application of the restrictions would
298 lead to an unreasonable or unfair result; provided the applicant
299 demonstrates with particularity that compliance with the schedule will result
300 in substantial economic, health, or other hardship on the applicant or those
301 served by the applicant. Further, relief may be granted only upon a
302 demonstration that such hardship exists, is peculiar to the person or the
303 affected property, is not self-imposed, and that granting the variance would
304 be consistent with the general intent and purpose of this section.

305 (3) The decision of the city shall be final.

306 (4) If granted, the applicant shall be required to post a notice at each
307 parcel to which the variance pertains.

308 (5) The city recognizes all irrigation variances or waivers issued by the
309 District under Rule 40E-24.501, F.A.C.

310 (g) *Declaration of water shortage or water shortage emergency.* Declaration of
311 a water shortage condition and/or water shortage emergency within all or parts of the city
312 by the District's governing board or executive director shall supersede this section for the
313 duration of the applicable water shortage declaration in accordance with the city's Water
314 Shortage Emergencies set forth in Chapter 18, Article III Emergency Water Use. A water
315 shortage usually occurs due to drought.

316
317 (h) *Enforcement.*

318 (1) In the absence of a declaration of water shortage or water shortage
319 emergency within all or any part of the city by the District's governing board
320 or executive director, the listed landscape irrigation restrictions shall be
321 subject to enforcement action.

322 (2) The city authorizes law enforcement officials to enforce the provisions
323 of this section. In addition, the city manager may delegate this section's
324 enforcement responsibility to departments within the city government.

325
326 (i) *Penalties.*

327 (1) Violation of any provision of this section shall be subject to the
328 following penalties:

329 1. First violations, a warning.

330 2. Second violations, a \$50.00 fine.

331 3. Third violations, a \$250.00 fine.

332 4. Fourth and subsequent violations, a \$500.00 fine.

333 (2) Each day a violation of this section occurs shall be a separate
334 offense. Law enforcement officials, and others as delegated, may provide
335 violators with no more than one (1) written warning. In addition to civil
336 penalties, the city may take any other appropriate legal action, including but
337 not limited to, injunctive action to enforce the provisions of this section.

338 **Secs. 18-22 – 18-23. – Reserved.**

339
340 Section 3. Chapter 18 Utilities, Article III Emergency Water Use is hereby
341 renumbered as follows.

342
343 **ARTICLE III. – EMERGENCY WATER USE**

344
345 **Sec. 18-2421. – Definitions.**

346 * * *

347 **Sec. 18-2522. – Intent and purpose.**

348 * * *

349 **Sec. 18-2623. – Applicability.**

350 * * *

351 **Sec. 18-2724. – Enforcement.**

352 * * *

353 **Sec. 18-2822. – Penalties.**

354 * * *

355 **Sec. 18-2922. – Intent and purpose.**

356 * * *

357
358 **Secs. 18-26 – 18-29. – Reserved.**

359
360 **Section 4. Severability.** If any section, subsection, sentence, clause, phrase or
361 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
362 competent jurisdiction, such portion shall be deemed a separate, distinct, and
363 independent provision, and such holding shall not affect the validity of the remaining
364 portions thereof.

365
366 **Section 5. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
367 conflict herewith are hereby repealed to the extent of such conflict.

368
369 **Section 6. Codification.** The sections of the ordinance may be made a part of
370 the City’s Code of Ordinances and may be re-numbered or re-lettered to accomplish such,
371 and the word “ordinance” may be changed to “section”, “division”, or any other appropriate
372 word.

373
374 **Section 7. Effective Date.** This ordinance shall become effective ten (10) days
375 after its final passage.

376
377 The passage of this ordinance was moved by _____, seconded by
378 Commissioner _____, and upon being put to a vote, the vote was as follows:

- 379
380 Mayor Betty Resch
381 Vice Mayor Christopher McVoy
382 Commissioner Sarah Malega
383 Commissioner Kimberly Stokes
384 Commissioner Reinaldo Diaz

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The Mayor thereupon declared this ordinance duly passed on first reading on the _____ of _____ 2022.

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

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

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Water Utilities

TITLE:

Change Order 01 to Globaltech, Inc. for the WTP Flash Mixer Improvements Project

SUMMARY:

Change Order 01 identifies a cost increase of \$164,666.14 and time extension of 280 days to Globaltech, Inc. on the Water Treatment Plant Flash Mixer Improvements Project.

BACKGROUND AND JUSTIFICATION:

The City's water department is undergoing improvements to the Flash Mixer basin at the Water Treatment Plant, including a bypass line that will allow the Flash Mixer to be out of service to be rehabilitated. Currently the flash mixer can only be out of service for one day at a time as all water produced by the lime softening plant goes through this box and is dosed with chemicals here. Globaltech, Inc. is under contract on this design-build project and found that there were some emergency structural issues to be addressed on the top slab of the flash mixer. While these issues are addressed, design drawings are being produced for the rehabilitation of the flash mixer basin which is proposed to follow the installation of the bypass line, once funding is available.

This Change Order 01 also includes some minor size changes on piping, additional instrumentation and controls, cost increases on ductile iron and stainless steel piping due to supply chain, covid and other issues. City staff took on several parts of this project as well to keep the costs down including installing new chemical feed lines and all of the electrical conduit. The City is also providing some of the stainless steel piping that was stored onsite already. The additional 280 days are included due to long lead times on ductile iron piping and the additional emergency structural work.

MOTION:

Move to approve/disapprove Change Order 01 to Globaltech, Inc. for the WTP Flash Mixer Improvements Project for \$164,666.14 and 280 contract days.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order 01



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

CHANGE ORDER

Project Number: WO-06

Contractor: Globaltech, Inc.

Project Name: WTP Flash Mixer Improvements

Change Order Number: 01

Change Order Effective Date: _____

Contractor Phone: 561-997-6433

Change Order Type: Addition

Existing Purchase Order Number: 185740

Description of Change:

The work associated with this change order includes the following:

This change order includes the changes on WDC-1 and WDC-2. Attached are the backup documents.

Emergency structural engineering design for the repair of the top slab of the flash mixer:

- Design and take measurements on the existing rapid mix basin structure and the deteriorated steel that supports the elevated grating platform on top of the existing rapid mix basin structure.
- Design and construction shop drawings for the elevated grating platform emergency design repair.

Engineering design of the complete structural rehabilitation for the repair of the rapid mix basin/flash mixer:

- Site review and recommendations for basin rehabilitation
- Provide design calculations and construction documents for the deficient sections of the mix basin concrete structure.
- Design and construction drawings for the complete flash mixer structural rehabilitation.

Additional Construction Services:

- WGI SDC due to the structural changes
- Addition of degasifier sump level indicator and I&C
- Utilizing flanged reducers for the future valve being upsized from 12" to 16."
- Clearwell wall cores and vent piping
- Cleanout drain for raw water bypass and splash shield
- Utilize existing 24" 316 Stainless Steel pipe
- An additional 280 days to be added due to vendors increasing lead time to 6 months on ductile iron fittings and adding additional three months for construction duration.



1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price
1	Engineering	1	1	\$56,895.00	\$56,895.00
2	Construction & Bonds	1	1	\$107,771.14	\$107,771.14
	Total Amount:	<u>1</u>	<u>LS</u>	<u>\$164,666.14</u>	<u>\$164,666.14</u>



Price of Original Contract: \$563,912.58 (authorized by Commission on 5/19/21 Agenda Item (#X))

Current Price of Contract (including Change Orders): \$563,912.58

Price of Current Change Order: \$164,666.14

New Contract Price: \$728,578.72

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

Contract Time Change

No Change Extended Decreased by 280 work days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the parties' complete agreement concerning these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any 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 before the effective date of this CHANGE ORDER.

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

Reviewed and accepted by Bruce Rahmani, P.E.
(Contractor Name)


Contractor Representative (Signature)

VP of Construction
Title

5/18/2022
Date

Approved by: _____
(Department Director) (Date)

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



City of Lake Worth Beach
172106 LW WTP Flash Mixer Improvements

Exhibit 2
Cost Breakdown
05/10/22

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172106 LW WTP Flash Mixer Improvements						
Bid Item: 100 Change of Scope						
CREDITS						
	Rapid-Mix Bypass Piping	LOT	-1	15,641.33	-15,641.33	-19,246.65
	DI pipe & Fittings	LOT	-1	4,659.60	-4,659.60	-5,733.64
	Flange Kits & Misc Materials Valves	LOT	-1	10,295.52	-10,295.52	-12,668.64
Permeate Flow Improvements						
	SS Pipe & Fittings	LOT	-1	70,388.16	-70,388.16	-86,612.63
	24" BFV	EA	-1	21,250.00	-21,250.00	-26,148.13
	Actuator & Startup	LOT	-1	12,850.00	-12,850.00	-15,811.93
ADDITIONS						
General Conditions (LW)						
	Progress Meetings	LOT	10.0	156.00	1,560.00	1,560.00
	Construction Scheduler	HR	10.0	94.00	940.00	940.00
	Project Estimating	HR	50.0	156.00	7,800.00	7,800.00
	Construction PM 4	HR	20.0	156.00	3,120.00	3,120.00
	Construction PM 3	HR	40.0	129.00	5,160.00	5,160.00
	Purchasing & Subcontract	HR	10.0	129.00	1,290.00	1,290.00
	Construction Assistant	HR	20.0	90.00	1,800.00	1,800.00
Rapid-Mix Bypass Piping						
	DI pipe & Fittings	LOT	1.00	41,558.69	41,558.69	51,137.97
	Flange Kits & Misc Materials	LOT	1.00	8,391.98	8,391.98	10,326.33
	Valves	LOT	1.00	12,881.25	12,881.25	15,850.38
	Flash Mixer Splash Guard	LOT	1.00	2,500.00	2,500.00	3,076.25

Takeoff Worksheet
Continued...

05/10/22

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Installation	CR-D	3.00	1,800.00	5,400.00	5,400.00
	Construction Superintendent	HR	8.00	94.00	752.00	752.00
	Permeate Flow Improvements					
	SS Pipe & Fittings	LOT	1.00	78,911.42	78,911.42	97,100.50
	Flange Kits & Misc Materials	LOT	1.00	2,999.64	2,999.64	3,691.05
	12" BFV W/ Actuator & Startup	EA	1.00	15,966.25	15,966.25	19,646.47
	Grating Support Modification					
	Support Beam Fabrication	LOT	1.00	2,000.00	2,000.00	2,461.00
	Grout	LOT	1.00	250.00	250.00	307.63
	Installation & Concrete Repair	CR-D	5.00	1,800.00	9,000.00	9,000.00
	Construction Superintendent	HR	20.0	94.00	1,880.00	1,880.00
	Ultrasonic Transducer					
	PVC Pipe & Fittings	LOT	1.00	150.00	150.00	184.58
	Aluminum Stanchion & Sunshade	EA	1.00	1,500.00	1,500.00	1,845.75
	Misc Metals & Fasteners	LOT	1.00	150.00	150.00	184.58
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
	I&C & SCADA Programming					
	Electrical PM	LOT	1.00	16,610.00	16,610.00	20,438.61
		HR	40.0	110.00	4,400.00	4,400.00
	Engineering					
	Bonds & Certifications	LOT	1.00	56,895.00	56,895.00	56,895.00
		LOT	1.00	2,469.27	2,469.27	2,839.66
	Bid Item Totals:			153,050.89	153,050.89	164,666.14
	Grand Totals:			153,050.89	153,050.89	164,666.14

**Attachment A
Change Order 1
Rapid Mix Improvements**

	E6	E5	E4	E2	E1	CADD	Admin1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$190.00	\$176.00	\$157.00	\$109.00	\$88.00	\$112.00	\$55.00			
Task 1 Rapid Mix Bypass Piping										
Project Coordination		8		8				\$2,280.00		
Site review and recommendation				4				\$436.00	\$500.00	WGI
Structural Design						4		\$448.00	\$1,300.00	WGI
Structural Beam Repair								\$0.00	\$3,230.00	WGI
Mechanical Design				12		16		\$3,100.00		
Subtotal Task 1	0	8	0	24	0	20	0	\$6,264.00	\$5,030.00	
Task 2 West RW Flow Meter										
Project Coordination								\$0.00		
DP transmitter								\$0.00		
Sump Pump Design				2				\$218.00		
Subtotal Task 2	0	0	0	2	0	0	0	\$218.00	\$0.00	
Task 3 Degasifier Permeate Flow Improvements										
Project Coordination					6			\$654.00		
Piping Modification					4			\$436.00		
Control Valve								\$0.00		
I&C Degasifier Sump Control		2	6	2	12			\$2,568.00		
Programming						8		\$704.00		
Subtotal Task 3	0	2	6	12	20	0	0	\$4,362.00	\$0.00	
Task 4 DOH Permitting										
Project Coordination								\$0.00		
Permit Application								\$0.00		
Subtotal Task 4	0	0	0	0	0	0	0	\$0.00	\$0.00	
Task 5 Services During Construction										
Project Coordination								\$0.00		
Submittal Review/Coordination								\$0.00		
Construction Site Visit								\$0.00		
Record Drawing								\$0.00		
Progress Meetings				2				\$218.00		
Subtotal Task 5	0	0	0	2	0	0	0	\$218.00	\$0.00	
Task 6 Rapid Mix Basin-Structural Assessment										
Project Coordination	8	8		12				\$4,896.00		
Site Review and Recommendations	2	2	2	2	2			\$1,440.00	\$3,500.00	WGI
Design and Construction Drawings								\$0.00	\$22,500.00	WGI
Design of West RW Main Knife Gate		6	6	10	10	8		\$4,864.00		
Subtotal Task 6	10	16	8	24	12	8	12	\$11,200.00	\$26,000.00	
Total	10	26	14	64	32	28	12	\$22,262.00	\$31,030.00	
Subconsultants									\$31,030.00	
Markup									\$3,103.00	
Total Subconsultant									\$34,133.00	
Reimbursable Expenses									\$500.00	
Total									\$56,895.00	



Post Office Box 16039 - Tampa, FL 33687-6039
(813) 740-1144 - FAX (813) 627-9387

February 23, 2022

Serving the Water & Wastewater Plant Industry for over 30 Years, Please visit us at:
www.mcdadewaterworks.com

Globaltech Design Build
Attn: Bruce Rahmani

Net Price
 Cuts to follow

Project: Lake Worth Misc WTP Improvements (BUDGETARY)
Bid Date: N/A
Addendum: N/A
ARRA, AIS, or Domestic Requirement - No

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT \$	EXT \$
RAPID MIX BYPASS PIPING					
1	24" X 18"	DI FLG TEE (C/L, PC)	1220	\$5,029.80	\$5,029.80 DI
2	24"	MEGA-FLANGE ADAPTER W/ 316SS HARDWARE	206.8	\$4,316.57	\$8,633.14
1	24"	FLG BUTTERFLY VALVE, AWWA IRON BODY & DISC (QUOTE DEZURIK – STANDARD BUILD)		\$8,791.25	\$8,791.25 Valves
4	24"	FLG ACCY SET (316SS FINISH HEX W/ 1/8" FULL FACE EPDM GASKET)		\$749.91	\$2,999.64
1	18"	FLG BUTTERFLY VALVE, AWWA IRON BODY & DISC (QUOTE DEZURIK – STANDARD BUILD)		\$4,090.00	\$4,090.00
1	18" X 18"	DI FLG TEE (C/L, PC)	665	\$2,271.99	\$2,271.99
1	18"	DI BLIND FLANGE W/ 2" TAP (C/L, PC)	185	\$806.21	\$806.21
1	18" X 13'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	1226	\$4,570.13	\$4,570.13
2	18"	DI FLG 90 ELL (C/L, PC)	450	\$1,585.30	\$3,170.60
1	18" X 05'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	581	\$2,575.89	\$2,575.89
10	18"	FLG ACCY SET (316SS FINISH HEX W/ 1/8" FULL FACE EPDM GASKET)		\$455.77	\$4,557.70 Flange Kit
RAPID MIX BYPASS PIPING					
1	12"	316SS LUG BUTTERFLY VALVE W/ EMO (FOR MODULATING SERVICE) (DEZ BHP WITH ROTORK EMO – MODULATING SERVICE, 460V/3PH		\$13,466.25	\$13,466.25 SS Valve
1	DAY	START-UP / TRAINING FOR EMO VALVE (8 HOURS MAX PER DAY)		\$2,500.00	\$2,500.00
1	24"	316SS DEPEND-O-LOK FOR SST PIPING (F X F)		\$14,665.27	\$14,665.27 SS Pipe & Fittings
1		HYDRAULIC CLOSURE TOOL (FOR DEPEND-LOK COUPLING)		\$2,384.69	\$2,384.69
1	16"/24"	316SS SCH 10 FABRICATED SPOOL (24" DEPEND-O-LOK RING PE X 24"X01'-06" SPOOL W/ (2EA) 2" THRD WELD-O-LET X 24"X16"ECCENTRIC REDUCER X 16"X01'-00" SPOOL X 16" FLANGE)		\$8,736.74	\$8,736.74
3	02" X 06"	316SS SCH 40 THRD NIPPLE		\$16.24	\$48.72
1	02"	316SS THRD FULL PORT BALL VALVE, 2 PCS W/ LEVER		\$193.01	\$193.01
2	02"	316SS 150# CASTING THRD 45 BEND		\$18.79	\$37.58
1	02"	SCH 80 PVC MALE ADAPTER (S X MIPT)		\$11.22	\$11.22
20	02"	SCH 80 PVC PIPE (BE)		\$3.38	\$67.60
2	LINK SEAL SET	LINK SEAL FOR 2" IPS IN 4" CORE HOLE (6 EA LS-300 LINK SEAL, PER SINGLE SEAL) (STANDARD EPDM RUBBER WITH NYLON PRESSURE PLATE AND 316SS HARDWARE)		\$58.53	\$117.06
2	16" X 12"	316SS SCH 10 FABRICATED FLG ECCENTRIC REDUCER		\$6,821.00	\$13,642.00

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT \$	EXT \$
1	16"/24"	316SS SCH 10 FABRICATED SPOOL (16" FLG X 16"X01'-06" SPOOL X 24"X16"TEE, FROM TOP SIDE OF TEE IS 24" CAP WITH 01" THRD WELD-O-LET, FROM BOTTOM SIDE OF TEE IS 24"X01'-06" SPOOL X FLANGE)		\$16,685.58	\$16,685.58
1	01"	316SS 150# CASTING THRD PLUG		\$4.81	\$4.81
2	16" X 08'-00"	316SS SQUARE TUBE "T" W/ STRAP FOR SST IPS PIPE (4" SQ 316SS TUBE, 3/8" WALL, 18" X 18" BASE PLATE, 360DEG PIPE STRAP ON TOP (3/8" X 4") CONNECTED TO WELDED STUDS ON TUBE)		\$7,658.57	\$15,317.14
4	24"	FLG ACCY SET (316SS FINISH HEX W/ 1/8" FULL FACE EPDM GASKET)		\$749.91	\$2,999.64 Flange Kit
ADDED ITEMS					
2	24"	MEGALUG W/ ACCY SET FOR DIP	8.9	\$1,949.07	\$3,898.14 DI
1	18" X 03'-00"	FLG X PE CLASS 53 DIP (C/L, PC)	331	\$1,423.74	\$1,423.74
1	24"	C153 MJ LP SLEEVE (C/L, BC)	306	\$1,123.82	\$1,123.82
1	24" X 05'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	878	\$3,741.73	\$3,741.73
1	18"	MEGA-FLANGE ADAPTER W/ 316SS HARDWARE	131.9	\$3,211.65	\$3,211.65
3	24" X 08"	316 STAINLESS STEEL FABRICATED TAPPING SLEEVE W/ 316SS HARDWARE		\$4,305.33	\$12,915.99
3	08"	316SS 150# BLIND FLANGE WITH 1" TAP		\$804.16	\$2,412.48
0	02"	FERCO COUPLING (CV-200)		\$6.47	\$0.00
2	16"	FLG ACCY SET (316SS FINISH HEX W/ 1/8" FULL FACE EPDM GASKET)		\$278.20	\$556.40
2	12"	FLG ACCY SET (316SS FINISH HEX W/ 1/8" FULL FACE EPDM GASKET)		\$139.12	\$278.24
TOTAL THIS BID ITEM - TAX NOT INCLUDED					\$167,935.85
<hr/>					
DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED			5842.00		\$24,713.91
RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED			347.60		\$15,742.93
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$41,956.50
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$11,391.62
COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$17,049.96
SMALL PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$78.82
STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$41,567.91
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$15,317.14
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$117.06
GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$167,935.85

Notes:

- All Fitting and Valves Quoted Less Accessories
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement Lined
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced
- Ductile Iron Pipe, Fittings, Fabrication, and Restraints prices will be held firm for 6 months from the date of this bid for all deliveries to the jobsite. All products delivered after 6 months from date of bid will include a 10% FIRM escalation in the unit prices. After 12 months, all remaining products will be re-quoted prior to shipment.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.
*** Stainless Steel prices are good till February 25, 2022
- McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control.
- Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
- Stainless Steel Pipe Drawing are not Included in this Quotation. If Required Pipe Drawing, the Cost will be \$950.00
- Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
- No Spare Parts for any components on take-off are included, unless noted otherwise.
- Electric Actuators are quoted Modulating service, Unless stated otherwise.
- DeZURIK, APCO standard warranty terms are two years from date of shipment. An additional 3rd year (36 month) warranty may be purchased at time of order placement only for an additional charge of 2% of order, 4th year (48 months) for 3% of net order value, 5th year (60 months) for 5% of net order value for a total of five years maximum.



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

WORK DIRECTIVE CHANGE

WDC Number: 01
Date of Issuance: _____ P.O.: 185740
Project Number: WT2103
Project Name: WTP Flash Mixer Improvements
Contractor: Globaltech, Inc. Contractor Phone: 561-997-6433
Engineer: Globaltech, Inc.
Owner (Name, Address): City of Lake Worth Beach

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

Purpose of the work:

- 1) The scope includes emergency structural engineering design for repair of the top slab of the flash mixer. The work does not include additional construction or services during construction. The work associated includes the following:
 - a. Design and take measurements on the existing rapid mix basin structure and the deteriorated steel that supports the elevated grating platform on top of the existing rapid mix basin structure.
 - b. Design and construction shop drawings for the elevated grating platform emergency design repair.
- 2) The scope includes engineering design of the complete structural rehabilitation for repair of the rapid mix basin/flash mixer. The work associated includes the following:
 - a. Site review and recommendations for basin rehabilitation
 - b. Provide design calculations and construction documents for the deficient sections of the mix basin concrete structure.
 - c. Design and construction drawings for the complete flash mixer structural rehabilitation.

Attachments: WGI Scope

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

Method of Determining change in Contract Price:

_____ Time & Materials
 Unit Price as Negotiated
 _____ Cost Plus Fixed Fee

Method of Determining change in Contract Price:

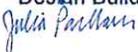
_____ Contractor's Records
 Engineer's Records
 _____ Other

Estimated Increase (decrease) in Contract Price: \$34,133
 If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

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

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase in Contract Price
1	WGI, Inc. – Emergency Structural Engineering Design	1	LS	\$5,533.00	\$5,533.00
2	WGI, Inc. – Flash Mixer Basin Rehabilitation – Site Review and Recommendations	1	LS	\$3,850.00	\$3,850.00
3	WGI, Inc. – Flash Mixer Basin Rehabilitation – Design and Construction Drawings	1	LS	\$24,750.00	\$24,750.00
	Total amount:				\$34,133.00

Accepted by:  12/3/2021
 Design Build Firm Date

Authorized by:  Julie Parham
 2021.12.08 11:31:15 -05'00' Date

Assistant Water Utilities Director

Authorized by:  Brian Shields
 2021.12.08 Date

Utilities Director

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



November 29, 2021

Troy Lyn, Executive Vice President
Globaltech, Inc
6100 Broken Sound Parkway NW
Suite 610
Boca Raton, FL 33487

llyn@globaltechdb.com

Re: Lake Worth Water Treatment Plant
Rapid Mix Basin-Structural Assessment and Rehabilitation

Dear Troy,

WGI, Inc. (WGI) is pleased to provide this proposal to Globaltech, Inc (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below.

PROJECT UNDERSTANDING

The Lake Worth Water Treatment Plant, two (2) Booster Pump Stations and the Master Pump Station are part of a Design-Build project which Globaltech, Inc. has with Lake Worth Utilities. Task 2.05 at the Rapid Mix basin is a continuation of the tasks to be authorized under this Design Build Contract.

The Rapid Mix basin was constructed in 1959 along with the current Lime Softening WTP. The Rapid Mix basin has additional piping proposed, which will enhance operation of the basin associated with the work in Task 2.05.

SCOPE OF SERVICES

ENGINEERING SERVICES

- I. **Site Review and Recommendations** **\$3,500.00**
 - a) Site Visit to facility to observe the condition and take measurement of the existing basin structure. The evaluation will be performed only on a visual basis. The identified areas will be measured, sketched and, photo documented.

- II. **Design and Construction Drawings** **\$22,500.00**
 - a) Design calculations and Construction Documents will be developed for the deficient sections of the mix basin concrete structure. Submittal for 90% and 100% design will be submitted to Global Tech and Lake Worth Utility District for review. All comments generated by Global Tech and Lake Worth Utility District will be address and incorporated into the Final Construction Document.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building floor plans; plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Engineering specifications and details will be included in the construction plans;
3. Significant site plan modifications will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
5. Coordination and design of proposed electrical, telephone, television, and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
6. The project will be design and permitted under one phase;
7. Construction phase services are not included;
8. Services not included: Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic, Environmental, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

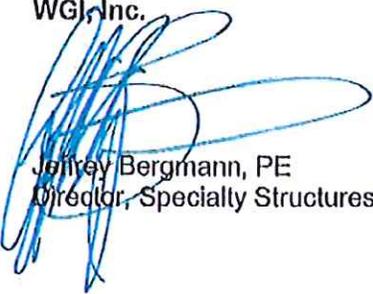
1. AutoCAD and PDF files of proposed site plans/ base maps

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

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to CLIENT. Upon acceptance of this proposal, please issue a work order for this work conditions.

Respectfully submitted,
WGI, Inc.


Jeffrey Bergmann, PE
Director, Specialty Structures


Suhendi Widjaja, PE
Senior Structural Engineer



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

WORK DIRECTIVE CHANGE

WDC Number: 02

Date of Issuance: _____ P.O.: 185740

Project Number: WT2103

Project Name: WTP Flash Mixer Improvements

Contractor: Globaltech, Inc. Contractor Phone: 561-997-6433

Engineer: Globaltech, Inc.

Owner (Name, Address): City of Lake Worth Beach

**You are directed to proceed promptly with the following Change(s): Purpose of the work:
Emergency structural engineering design for the repair of the top slab of the flash mixer:**

- Design and take measurements on the existing rapid mix basin structure and the deteriorated steel that supports the elevated grating platform on top of the existing rapid mix basin structure.
- Design and construction shop drawings for the elevated grating platform emergency design repair.

Engineering design of the complete structural rehabilitation for the repair of the rapid mix basin/flash mixer:

- Site review and recommendations for basin rehabilitation
- Provide design calculations and construction documents for the deficient sections of the mix basin concrete structure.
- Design and construction drawings for the complete flash mixer structural rehabilitation.

Additional Construction Services:

- WGI SDC due to the structural changes
- Valve being upsized from 12" to 16"
- Utilizing flanged reducers and purchasing a new 24" pipe instead of using existing
 - Price increases to stainless still cost and added fittings and flanges. **The updated cost we will know in 2-3weeks and will update the cost on the change order.**
- An additional 280 days to be added due to vendors increasing lead time to 6 months on ductile iron fittings and adding additional 3 months for construction duration.

Attachments: Engineering Sheet and Takeoff

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

Method of Determining change in Contract Price:

Time & Materials
 Unit Price as Negotiated
 Cost Plus Fixed Fee

Method of Determining change in Contract Price:

Contractor's Records
 Engineer's Records
 Other

Estimated Increase (decrease) in Contract Price: \$156,661.80

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: 280 Day(s).

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

1 Item No.	2 Description	3 Qty	4 Unit	5 Unit Price	6 Increase in Contract Price
1	Construction & Bonds	1	LS	\$97,269.80	\$97,269.80
2	Engineering	1	LS	\$22,762.00	\$22,762.00
	Total amount:				\$120,031.80

Accepted by: [Signature]
Globaltech, Inc. (DB Firm)

4/27/22

Date

Authorized by: [Signature]
Assistant Water Utilities Director

4/29/22

Date

Authorized by: [Signature]
Water Utilities Director

4/29/22

Date

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



Exhibit 2
Cost Breakdown
04/27/22

City of Lake Worth Beach
172106 LW WTP Flash Mixer Improvements

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172106 LW WTP Flash Mixer Improvements						
Bid Item: 100 Change of Scope						
	CREDITS					
	Rapid-Mix Bypass Piping	LOT	-1	15,641.33	-15,641.33	-19,246.65
	DI pipe & Fittings	LOT	-1	4,659.60	-4,659.60	-5,733.64
	Flange Kits & Misc Materials Valves	LOT	-1	10,295.52	-10,295.52	-12,668.64
	Permeate Flow Improvements					
	SS Pipe & Fittings	LOT	-1	70,388.16	-70,388.16	-86,612.63
	24" BFV	EA	-1	21,250.00	-21,250.00	-26,148.13
	Actuator & Startup	LOT	-1	12,850.00	-12,850.00	-15,811.93
	ADDITIONS					
	General Conditions (LW)					
	Progress Meetings	LOT	10.0	156.00	1,560.00	1,560.00
	Construction Scheduler	HR	10.0	94.00	940.00	940.00
	Project Estimating	HR	50.0	156.00	7,800.00	7,800.00
	Construction PM 4	HR	20.0	156.00	3,120.00	3,120.00
	Construction PM 3	HR	40.0	129.00	5,160.00	5,160.00
	Purchasing & Subcontract	HR	10.0	129.00	1,290.00	1,290.00
	Construction Assistant	HR	20.0	90.00	1,800.00	1,800.00
	Rapid-Mix Bypass Piping					
	DI pipe & Fittings	LOT	1.00	41,558.69	41,558.69	51,137.97
	Flange Kits & Misc Materials Valves	LOT	1.00	8,391.98	8,391.98	10,326.33
	Flash Mixer Splash Guard	LOT	1.00	12,881.25	12,881.25	15,850.38
		LOT	1.00	2,500.00	2,500.00	3,076.25

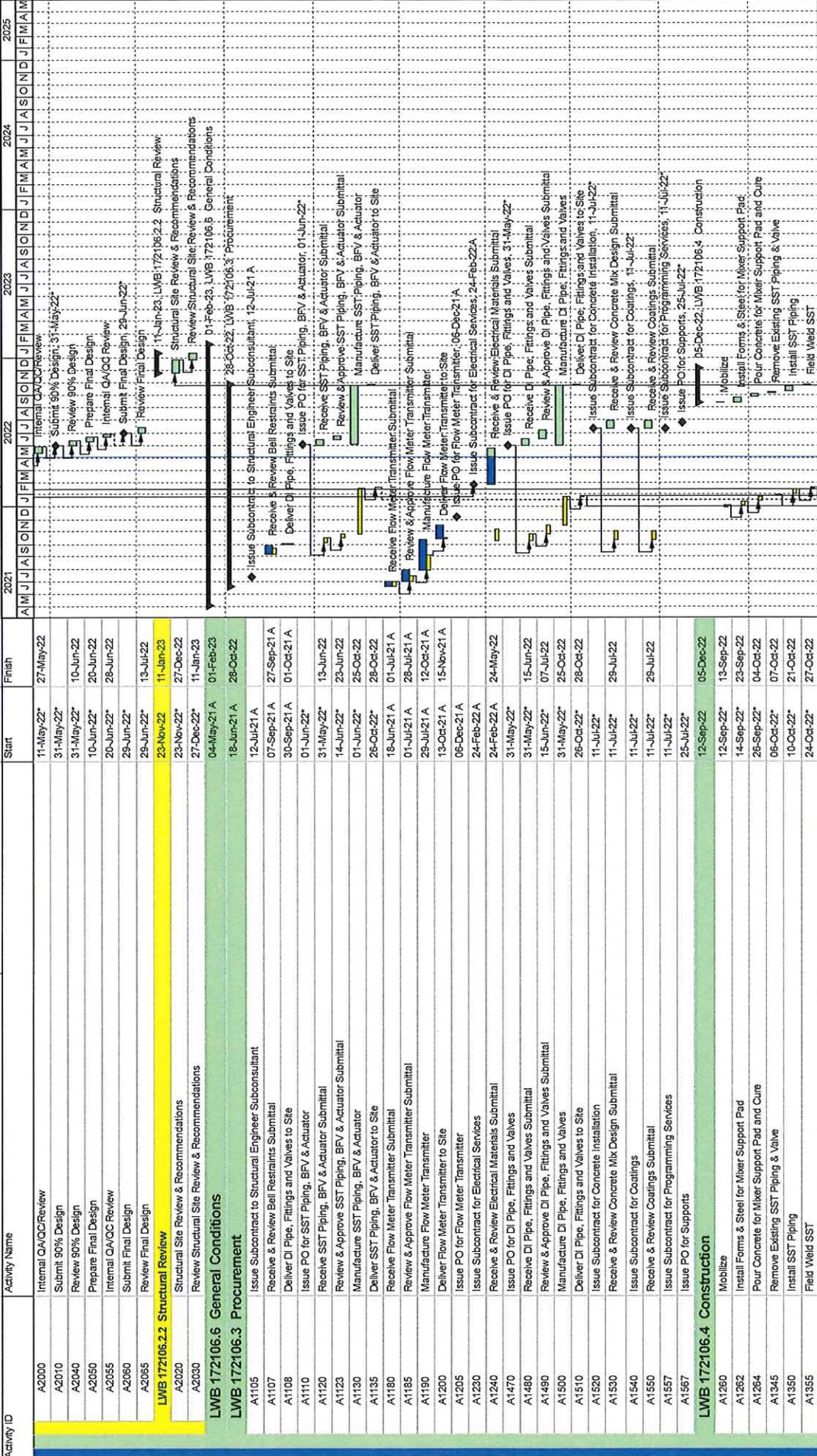
Takeoff Worksheet
Continued...

04/27/22

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Installation	CR-D	2.00	1,800.00	3,600.00	3,600.00
	Construction Superintendent	HR	8.00	94.00	752.00	752.00
	Permeate Flow Improvements					
	SS Pipe & Fittings	LOT	1.00	71,911.42	71,911.42	88,487.00
	Flange Kits & Misc Materials	LOT	1.00	2,999.64	2,999.64	3,691.05
	12" BFV W/ Actuator & Startup	EA	1.00	15,966.25	15,966.25	19,646.47
	Grating Support Modification					
	Support Beam Fabrication	LOT	1.00	2,000.00	2,000.00	2,461.00
	Grout	LOT	1.00	250.00	250.00	307.63
	Installation & Concrete Repair	CR-D	5.00	1,800.00	9,000.00	9,000.00
	Construction Superintendent	HR	20.0	94.00	1,880.00	1,880.00
	Ultrasonic Transducer					
	PVC Pipe & Fittings	LOT	1.00	150.00	150.00	184.58
	Aluminum Stanchion & Sunshade	EA	1.00	1,500.00	1,500.00	1,845.75
	Misc Metals & Fasteners	LOT	1.00	150.00	150.00	184.58
	Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
	I&C & SCADA Programming					
	Electrical PM	LOT	1.00	16,610.00	16,610.00	20,438.61
		HR	40.0	110.00	4,400.00	4,400.00
	Engineering					
	Bonds & Certifications	LOT	1.00	22,762.00	22,762.00	22,762.00
		LOT	1.00	2,392.89	2,392.89	2,751.82
	Bid Item Totals:			110,041.51	120,031.80	
	Grand Totals:			110,041.51	120,031.80	

**Attachment A
Change Order 1
Rapid Mix Improvements**

		E6	E5	E4	E2	E1	CADD	Admin	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/hr.		\$190.00	\$176.00	\$157.00	\$109.00	\$88.00	\$112.00	\$55.00			
Task 1	Rapid Mix Bypass Piping										
	Project Coordination		8		8				\$2,280.00		
	Site review and recommendation				4				\$436.00		
	Structural Design						4		\$448.00		
	Structural Beam Repair								\$0.00		
	Mechanical Design				12		16		\$3,100.00		
	Subtotal Task 1	0	8	0	24	0	20	0	\$6,264.00	\$0.00	
Task 2	West RW Flow Meter										
	Project Coordination								\$0.00		
	DP Transmitter								\$0.00		
	Sump Pump Design				2				\$218.00		
	Subtotal Task 2	0	0	0	2	0	0	0	\$218.00	\$0.00	
Task 3	Degasser Permeate Flow Improvements										
	Project Coordination					6			\$654.00		
	Piping Modification					4			\$436.00		
	Control Valve								\$0.00		
	I&C Degasser Sump Control		2	6	2	12			\$2,568.00		
	Programming					8			\$704.00		
	Subtotal Task 3	0	2	6	12	20	0	0	\$4,362.00	\$0.00	
Task 4	DOH Permitting										
	Project Coordination								\$0.00		
	Permit Application								\$0.00		
	Subtotal Task 4	0	0	0	0	0	0	0	\$0.00	\$0.00	
Task 5	Services During Construction										
	Project Coordination								\$0.00		
	Submittal Review/Coordination								\$0.00		
	Construction Site Visit								\$0.00		
	Record Drawing								\$0.00		
	Progress Meetings				2				\$218.00		
	Subtotal Task 5	0	0	0	2	0	0	0	\$218.00	\$0.00	
Task 6	Rapid Mix Basin-Structural Assessment										
	Project Coordination	8	8		12			12	\$4,896.00		
	Site Review and Recommendations	2	2	2	2	2			\$1,440.00		
	Design and Construction Drawings								\$0.00		
	Design of West RW Main Knife Gate		6	6	10	10	8		\$4,864.00		
	Subtotal Task 6	10	16	8	24	12	8	12	\$11,200.00	\$0.00	
	Total	10	26	14	64	32	28	12	\$22,762.00	\$0.00	
	Subconsultants									\$0.00	
	Markup									\$0.00	
	Total Subconsultant									\$0.00	
	Reimbursable Expenses									\$500.00	
	Total									\$22,762.00	



Page 2 of 3
 CITY OF LAKE WORTH BEACH
 FLASH MIXER IMPROVEMENTS
 UPDATED PROGRESS SCHEDULE AS OF MAY-17-2022

█ Primary Baseline
█ Actual Work
█ Remaining Work
█ Critical Remaining Work
█ Shutdown
█ Delay
◆ Critical Work by Others
◆ Milestone
◆ Summary

LWB WTP Flash Mixer Improvements		WD-5												CM: Eddie Lauth											
Activity ID	Activity Name	Start	Finish	2021			2022			2023			2024			2025									
				A	M	J	A	M	J	A	M	J	A	M	J	A	M	J	A	M	J				
A1358	Install SST 12" Valve & Actuator	28-Oct-22*	31-Oct-22																						
A1355	Install Degasser Membrane Permeate Piping Anchors Supports	28-Oct-22*	02-Nov-22																						
A1370	Install Conduits & Conductors	28-Oct-22*	04-Nov-22																						
A1380	Complete Programming for Transmitter & Actuator	28-Oct-22*	02-Nov-22																						
A1382	Install DI Piping and Complete Valve Modifications	02-Nov-22*	23-Nov-22																						
A1400	Startup	23-Nov-22*	28-Nov-22																						
A1402	Install Pipe Coatings	28-Nov-22*	02-Dec-22																						
A1406	Install Labels	02-Dec-22*	05-Dec-22																						
LWB 172106.7 General Conditions-1		15-Nov-21 A	05-Nov-22																						
LWB 172106.5 Project Closeout		05-Dec-22	10-Jan-23																						
A1410	Site Restoration	05-Dec-22*	09-Dec-22																						
A1420	Complete Punch List	09-Dec-22*	13-Dec-22																						
A1430	Prepare O&M Manual	09-Dec-22*	10-Jan-23																						



Page 3 of 3
 CITY OF LAKE WORTH BEACH
 FLASH MIXER IMPROVEMENTS
 UPDATED PROGRESS SCHEDULE AS OF MAY-17-2022

█ Primary Baseline
 █ Actual Work
 █ Remaining Work
 Critical Remaining Work
 Shutdown
 Delay
 ◆ Milestone
 ◆ Critical Work by Others
 ▶ Summary

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric Utility

TITLE:

Florida Municipal Power Agency (FMPA) Solar Projects Update

SUMMARY:

Update by FMPA Staff and City's Electric Utility Staff on the FMPA Municipal Solar Projects.

BACKGROUND AND JUSTIFICATION:

The City's electric utility provides electricity to its customers using a variety of electric production resources. Among them are:

- City's generation entitlements in various Florida Municipal Power Agency (FMPA) Projects such as the St. Lucie and Stanton 1 Projects
- City's owned electric generation resources which include City's solar farm atop City's closed landfill and City's power plant
- City's contract with Orlando Utilities Commission (OUC) for supplemental energy and capacity (OUC Agreement)

In 2019 City entered into agreements with FMPA to purchase electricity from two FMPA solar energy projects (referred to as FMPA Solar I and II) in the amount of 10 MW and 26.55 MW respectively. FMPA will be obtaining electric supply from these two projects under long term power purchase agreements (PPAs) with independent power project developers pursuant to the results of a public bid process on behalf of FMPA member cities, among them the City of Lake Worth Beach. City in turn will purchase electricity from these two projects from FMPA at same prices and term as obtained by FMPA. These two projects are expected to begin delivering solar energy to City in 2023 and 2024 and are expected to comprise approximately 15 percent or more of City's electric supply by 2025.

Similarly, FMPA is currently conducting a public bid process for a third solar project on behalf of its member cities and which is referred to as FMPA Solar III. FMPA Staff are currently in negotiations with a number of independent power producers who have responded to the public bid.

FMPA and City's electric utility staff will be providing an update on the status of the three projects as well as lead a discussion of City's potential interest in participating in FMPA Solar III if that project were to be approved by the FMPA Board and Executive Committee.

MOTION: N/A

ATTACHMENT(S):

Fiscal Impact- N/A

Power Point Presentation



Florida Municipal Solar Project

Lake Worth Beach City Commission

May 31, 2022



FMPA to Provide 16 Cities Low-Cost Solar

Five total sites (approx. 373 MW) in Phases I and II

- FMPA’s Florida Municipal Solar Project (FMSP)
 - Two sites online totaling 149MW
 - Enough to power 30,000 Florida homes
- Additional planned facilities of FMSP – 223MW in 2023/24
- Evaluating bids for Solar Phase III (149-373 MW)
 - Will likely involve 7-10 more communities
- Large-scale solar more cost effective
- Several cities offering solar subscription service to retail customers

Municipal Utilities	Total Power Share (MW)	Phase I (MW)	Phase II (MW)
Alachua	9	9	
Bartow	13	13	
Beaches Energy (Jacksonville Beach)	25	10	15
Fort Pierce Utilities Authority	18	3	15
Havana	0.25		0.25
Homestead	15	10	5
Keys Energy (Key West)	30	5	25
Kissimmee Utility Authority	50	30	20
Lake Worth Beach	36.55	10	26.55
Mount Dora	2		2
New Smyrna Beach	10		10
Newberry	1		1
Ocala	30	10	20
Orlando Utilities Commission	108.5	108.5	
Wauchula	5	5	
Winter Park	20	10	10
TOTAL	373.3 MW	223.5 MW	149.8 MW

Phase I Solar

PPA Contract with Florida Renewable Partners

- Three 74.5 MW Facilities
 - Harmony (Osceola County) – COD June 30, 2020
 - Taylor Creek (Orange County) – COD June 30, 2020
 - Poinsett (Osceola County) – COD June 30, 2023
- PPA's Executed May 16, 2018
- Pricing - <\$40/ MWh (flat rate for 20-year contract term)

Phase I Operations and Development

Two Phase I facilities (149 MW) online since 2020

- Phase I operations (223.5 MW)
 - Harmony and Taylor Creek online in June 2020
 - Poinsett development
 - Duke Interconnection Agreement executed Aug. 31, 2021
 - All governmental approvals received August 2019
 - Start of construction scheduled August 2022
 - Target COD (June 2023)
 - Delay expected due to Department of Commerce Solar Panel Tariff Investigation



U.S. Dept. of Commerce Investigation

March 28 Announcement Affects All Imports of Solar Panels

- Will determine whether imports of solar panels from four countries in Southeast Asia circumvents “anti-dumping” rules
 - Tariff intended to restrict direct imports from China
- Could impact up to 80% of planned solar projects in the U.S.
 - Additional duties could result in panel cost increases of 50% to 250%
 - Potential delays in deliveries and construction
- Preliminary determination expected in August
- Potential impacts to FMSP unknown; FMIPA in discussions with Phase I and II developers to determine cost and schedule impacts

Phase II Solar

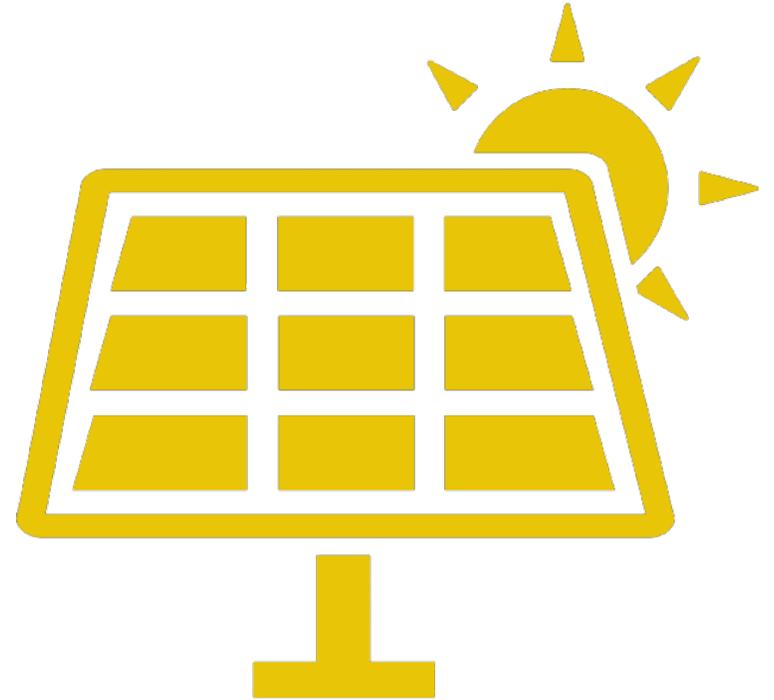
PPA Contract with Origis Energy

- Two 74.9 MW Facilities
 - Rice Creek (Putnam County) – COD December 31, 2023
 - Whistling Duck (Alachua County) – COD November 30, 2024
- PPA's Executed December 12, 2019
- Pricing – initially <\$28/ MWh (2% annual escalation over 20-year term)
 - Levelized cost ~\$22/MWh

Phase II Development

PPA Contract with Origis Energy

- Rice Creek Solar
 - FPL Interconnection agreement (11/30/2021)
 - Local permitting complete (April/May 2022)
 - Target COD (Dec 2023)
- Whistling Duck Solar
 - Duke Interconnection agreement (Dec 2022)
 - Local permitting complete (Oct 2022)
 - Target COD (Nov 2024)
- Delays expected due to Department of Commerce Solar Panel Tariff Investigation



Phase III Solar

Seven proposals received – Up to 28 potential sites

- Two to five 75 MW sites (up to ~375 MW) operational in 2025 / 2026
- 20-year Power Purchase Agreement (PPA) with <\$34/MWh pricing
 - Schedule and pricing subject to change, based on market conditions and Department of Commerce Investigation
- Options for co-located battery storage, including potential future installation
- Consideration of existing or potential future tax incentives
- Duke and FPL Interconnections available
- FMPA Board approvals / Execution of Agreements by December 2022
- Meeting with three short-listed developers in June to discuss proposals and terms
- Indicative interest (non-binding) from Members requested by July 1, 2022

FMPA Currently Evaluating Phase III Proposals

Flexibility to Select Multiple Developers, Sites and Options

- Evaluations will be based on:
 - Cost
 - Financial viability
 - Site control
 - Diversity of geographic location
 - Implementation schedule
 - Transmission solutions
 - Municipal experience in Southeast U.S.
 - Operations and maintenance strategies

Phase III RFP Schedule – December 2022 Execution

Schedule and Pricing at risk due to Investigation

Milestone	Date
RFP Issued	Jan. 14, 2022
Questions Due from Proposers	Feb. 11, 2022
FMPA Provides Responses to All Questions	Feb. 18, 2022
Proposer Responses Due	March 6, 2022
Notify short-listed Proposers	May 3, 2022
Meeting with short-listed Proposers	June 2022
Indicative Interest from Members	July 1, 2022
Final Selection	July 2022
Complete negotiations	July 31, 2022
Member approvals	Aug – Nov 2022
FMPA Board approvals	November 2022
Execution of Agreement(s)	December 2022

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric Utility

TITLE:

Solar Energy Loan Fund (SELF) Options for Lake Worth Beach

SUMMARY:

Discussion with SELF Staff in regards to City engaging the Solar Energy Loan Fund to assist members of the local community with affordable and innovative financing for sustainable property improvements

BACKGROUND AND JUSTIFICATION:

A member of the Lake Worth Beach City Commission and members of City's Electric Utility Advisory Board (EUAB) have previously recommended that the City engage SELF to assist customers in accessing grants and assistance with home improvements that energy conservation projects. Specifically, at the February 2022 electric utility meeting with City Commission the EUAB recommended that City engage a non-profit energy efficiency program manager to promote outside grants and financing for utility customers. The Solar Energy Loan Fund was identified as an entity engaged by other municipalities throughout the State - notably Martin County.

As promoted on the SELF web site (www.solarenergyloanfund.org) SELF's mission is to rebuild and empower underserved communities by providing access to affordable and innovative financing for sustainable property improvements, with the primary focus on energy efficiency, renewable energy, and climate resilience in low- and moderate-income (LMI) neighborhoods. SELF strives to create positive social, economic, and environmental impacts by helping people improve the health, safety, and quality of life in their homes while reducing operating costs and greenhouse gas emissions.

In SELF's messaging to their potential investors they promoted that investments in SELF create positive social and economic benefits for underserved communities, help avoid CO2 emissions, and advance clean energy for a clean environment. SELF loans help people make homes safer, healthier, and more affordable by reducing the cost of cooling or heating, promoting quality of life, and asset building.

SELF partners, as advertised on its website, include organizations located in Florida such as Orange County Government, City of Orlando, Hillsborough County, St. Petersburg, St. Lucie County, and Inclusive Prosperity Capital.

A representative from SELF will join the meeting to present options for City engaging SELF's services on behalf of our community. The desired outcome of the meeting is a City Commission consensus on a specific engagement option so that SELF and City Staff(s) can prepare a specific proposal for approval at a subsequent City Commission meeting.

MOTION:

N/A



Solar and Energy Loan Fund (SELF)

“Climate Equity”
Loans that Transform Lives



Currently Serving: FL, AL, GA, and SC

Co-Creators and Co-Leaders



Doug Coward –
Executive Director

Doug has three decades of professional experience in Florida as a planner, clean energy policy expert, small business owner, and elected official, including 12 years as a St. Lucie County Commissioner (1998-2010). He attended Florida State University earning a Master's Degree in Urban and Regional Planning.

Coward has worked as a Senior Environmental Planner, Environmental Specialist, and Clean Energy Executive in the private & non-profit sectors. Coward's background has been critical building strategic partnerships for expansion and in laying out the strategic direction of SELF.



Duanne Andrade –
Chief Financial and Strategic Officer

Duanne has over 15 years of international experience in strategic management, micro-finance operations, sustainability, and clean energy projects. She helped SELF increase the investor pool from 1 to 25 current investors and she also developed proprietary underwriting methods that resulted in 99% repayment rate.

Andrade provides strategic financial and operational direction to SELF. She has a Bachelor's degree from NYU and an MBA from the Harvard Institute of International Development, in cooperation with the Bolivian Catholic University.

History and Context



SELF is the First (and only) Non-Profit “Green” Bank in Florida

The Solar and Energy Loan Fund (SELF) was started in 2010 with a \$2.97 million seed grant from the U.S. Department of Energy (DOE) via the American Recovery and Reinvestment Act of 2009. The DOE program was intended to kick-start local clean energy financing models across the nation, and SELF’s Green Community Development Financial Institution (CDFI) was selected to test in St. Lucie County, Florida. The first SELF loan was closed in the spring of 2011.

SELF’s Primary Innovations in the Clean Energy and Sustainability Lending Space:

- Advancing social, environmental, and economic justice for BIPOC and low- to moderate-income (LMI) property owners by providing access to low-cost capital based on Ability to Pay, *NOT* credit scores or equity. Additionally, SELF’s interest rates are typically well below market rates for unsecured personal loans.
- One of only a few CDFIs in America (i.e., 950+ CDFIs certified by the CDFI Fund) which provide unsecured consumer loans to LMI HOMEOWNERS.
- One of the first CDFIs in America focused exclusively on clean energy, sustainability, resilience, and climate equity.
- Founding member of the American Green Bank Consortium, and the only CDFI.

MISSION

Rebuild and empower underserved communities by providing access to affordable financing for sustainable property improvements, including: energy efficiency; renewable energy (i.e., solar); storm resilience; water quality; health and disabilities, and more.



What Does SELF Finance?

 Solar Products

 Sewer and Water

 Storm Resilience

 Roofing

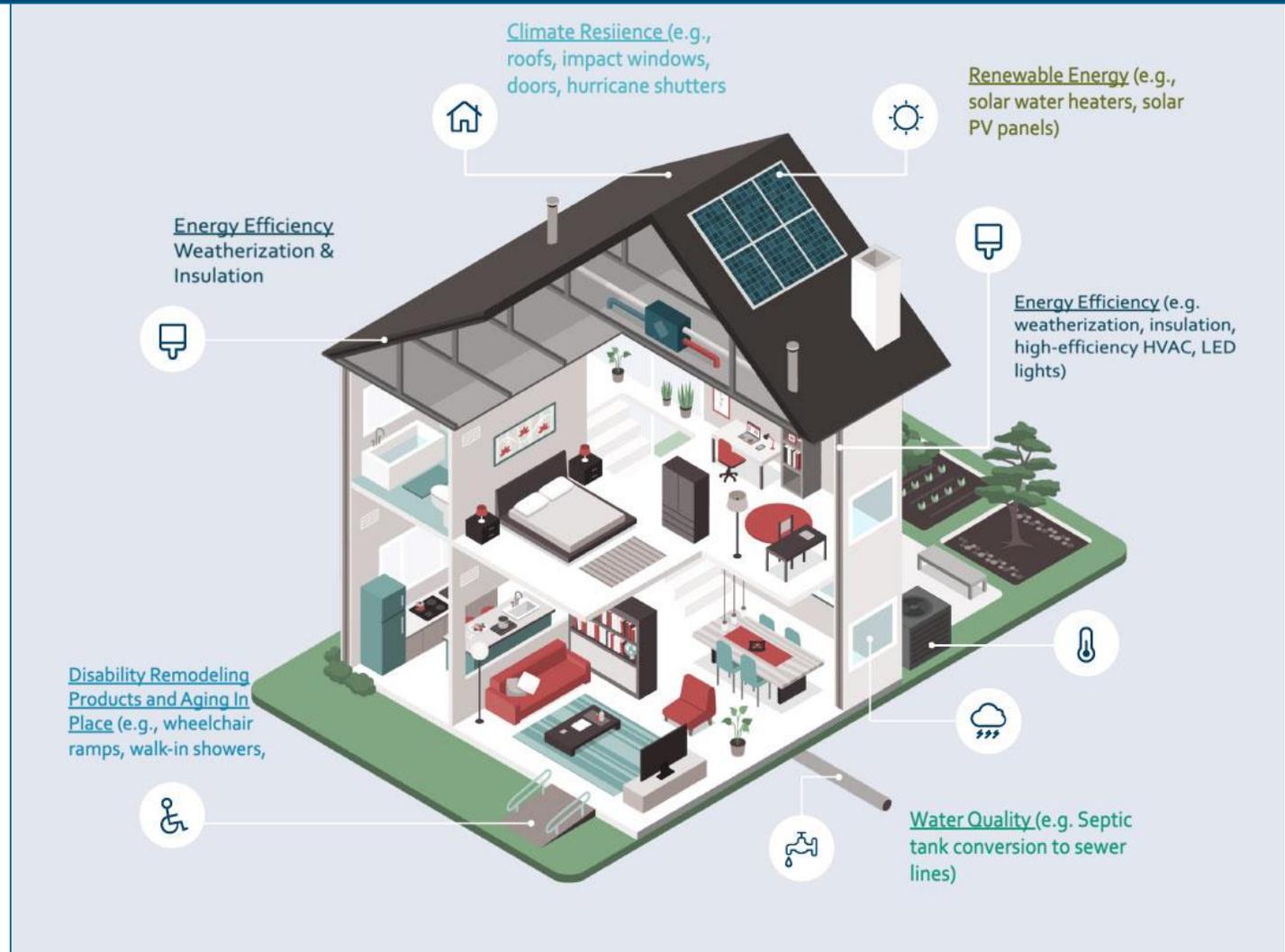
 Weatherization and Insulation

 Lighting

 Health and Safety

 Disability Products

 Air Conditioning



Types of Improvements

- **Energy Conservation & Efficiency** (e.g. high-efficiency AC, LED lights)
- **Renewable Energy** (e.g., solar PV, solar water heaters) solar attic fans, solar A/C systems)
- **Climate Resilience** (e.g., new roofs/repairs, impact windows, doors, hurricane shutters)
- **Water Quality** (e.g., septic-to-sewer conversions and lateral line replacements. Potable water hook-ups. Plumbing. Mold remediation)
- **Disability Modifications/Aging In Place** (e.g., wheelchair ramps, walk-in showers, widening doorways and hallways, assistive technologies, and more)
- **Miscellaneous** (20% for general home improvements not included above)





LOAN SUPPORT SERVICES

❖ FINANCIAL INCLUSION

SELF loans help build or rebuild credit and create more business for contractors. Below market rate financing often saving 10-20% on interest rates.

❖ CONTRACTOR NETWORK

Pre-screen contractors for proper licenses and insurance and solid track record.

❖ PROJECT MANAGEMENT

Oversee pricing and pay contractors directly after work is completed and signed off on by local building inspectors.

Triple Bottom Line Impact Model





SPECIFIC IMPACTS

- With basic home energy efficiency upgrades, clients have reduced average household energy consumption by **20-25%** (i.e., energy bills and carbon footprint).
- Hundreds of clients have converted to rooftop solar energy (“Net-Zero” homes) and a few clients have even purchased Electric Vehicles (EV), which they now charge from their rooftop solar systems.
- **Homeowners are eliminating/reducing electricity, insurance and gas bills**, and redirecting their money back into their assets (home/car).
- Homeowners are making much-needed home improvements that **enhance comfort, health and quality of life, increase equity, safeguard against storms and reduce operating costs** (i.e., energy and property insurance).
- SELF has also created nearly \$25+ million of work for **local contractors** (i.e., AC, roofers, solar, etc.). We serve as a small economic engine that generates triple bottom line impacts. **#GreenJobs**

Local Government PARTNERSHIPS



- St. Lucie County
- Martin County
- Orlando
- Orange County
- Miami-Dade County
- Fort Pierce
- Port St. Lucie
- Stuart
- St. Petersburg
- Hillsborough County
- Apopka
- Winter Park
- Hallandale Beach
- Atlanta Housing (AHA)



St. Petersburg (Example)



- ❖ The City of St. Petersburg provided SELF with a **\$300,000, three-year seed grant** (source: BP Oil Spill Funds) to pay for staff, marketing, and FinTech to launch a new satellite office.
- ❖ SELF recruited a local contractor base of **250+ companies**.
- ❖ SELF financed and project-managed **263 sustainable home improvement projects, totaling \$2,417,525**.
- ❖ SELF leveraged the City's seed grant by an **8:1 margin** and produced an **706% return on investment (ROI) for the City** (just during the grant agreement).
- ❖ SELF has now reached the economies of scale needed to sustain the regional office even after the 3-year grant has expired. SELF is operating as usual in year four.

SELF's Lending Programs

Unsecured / Residential Loans (Statewide in FL, AL, GA, & SC)

1

CDFI

SELF is a certified Community Development Financial Institution (CDFI) as per U.S. Treasury's CDFI Fund. Focus on Low- and Moderate-Income (LMI) homeowners. Flagship lending program (85% of our total lending)

SPECIAL PROGRAMS

2

KIVA

SELF is an approved "Field Partner" with KIVA (international nonprofit crowdfunding platform). SELF has raised more than \$1 million of **globally crowdfunded loans** – specifically for women and veterans and people with poor credit. 5% interest fixed.

3

HALO

Home Adaptation Loan Options for homeowners with disabilities, including assistive technologies and aging in place (e.g., wheel chair ramps, bathroom retrofits). Partnership with the Florida Alliance for Assistive Services and Technologies (FAAST)

4

WQL

Water Quality Loans (WQL) for **potable water hook-ups and septic-to-sewer conversions and lateral line replacement**. Special pilot program underway in Martin County, FL.

5

Landlord

SUSTAINABLE, ENERGY EFFICIENT RENTALS" (SEER) **LANDLORD loan** – Pilot program launched with the Atlanta Housing Authority to provide low-cost financing for Landlords with properties in high energy burden neighborhoods.

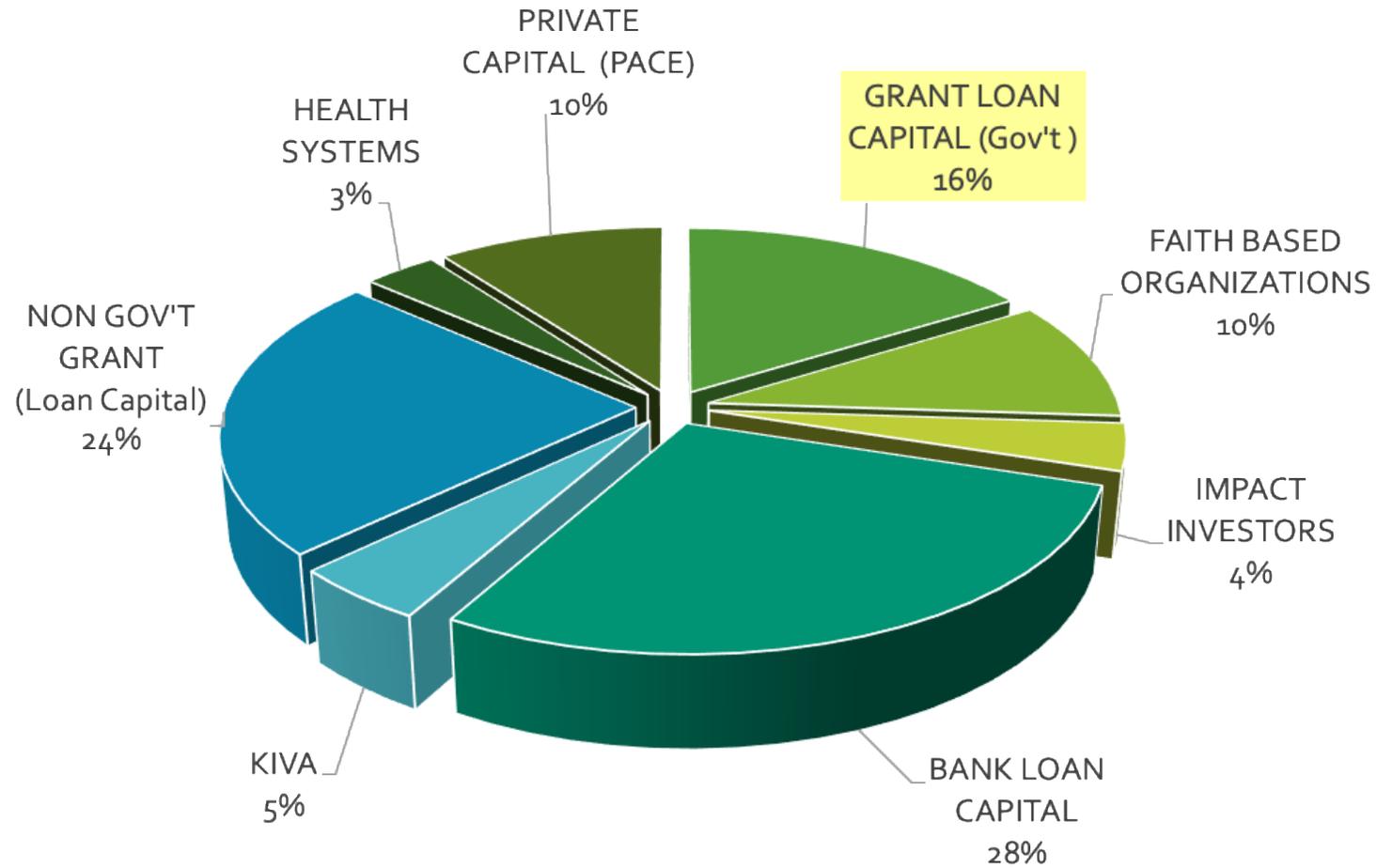
How Is SELF Different From Traditional Lenders?

1. **Focus on LMI property owners (and renters)**: SELF fills financing gaps with innovative lending programs for low credit-score, but credit-worthy individuals and families.
2. **Underwriting Loans based on ABILITY TO REPAY**, rather than credit scores or equity.
3. **Pre-vetted contractor network** to protect homeowners from unscrupulous contractors.
4. **Project Management** to ensure quality work and compliance with codes.
5. **Credit rebuilding**. SELF reports to Credit Bureau and works with Credit Rebuilders Alliance and others.
6. **Flexible Payment** plans available.
7. **No risk of loss of home** in case of default. No liens or tax liability on the home.

Eligibility

- Primary Applicant must be the OWNER of the RESIDENTIAL subject property
- Home must be located in: Florida, South Carolina, Georgia or Alabama
- Applicant(s) must prove ABILITY TO PAY (i.e., Employment, Social Security, Disability, etc.)
- Property Taxes must be current
- Home Mortgage loans must be current (with proof if private mortgage)
- Primary Applicant cannot have a bankruptcy in the past 12 months
- Co-signer and/or cash guarantee may be required depending on the Applicant(s) previous payment history.

CAPITAL



Customized Programs: Public-Private Partnerships

- SELF partners with local governments; Housing Authorities and other agencies and non-profits to deliver financing programs in underserved communities that advance local government goals.
- SELF is an implementation tool for climate resiliency and clean energy goals and is often used by local governments to ensure inclusion of underserved areas in their sustainability goals
- SELF is able to customize programs that align with common goals (inclusive climate resilience and clean energy). To achieve this end, partners help with capacity and set-up costs and SELF will leverage the partnership and raise low-cost capital to deploy in local communities.

Special Loan Programs



Health and Quality of Life

Sylvia's child has cerebral palsy and epilepsy and is prone to seizures during hot summer months. Having a functional air conditioner not only lowered her electric bills, but it greatly improved her family's health and quality of life. Sylvia described the SELF program as "a blessing."

(Sylvia Thompson)



Water Quality (Sewer Loans)



Martin County Septic to Sewer Loan

Sign up for Martin County Utilities (MCU) Septic-to-Sewer (S2S) Conversion Program today and receive an automatic \$1000 discount and the option to apply for a fixed 10 year, \$85/month payment plan through SELF!

Housing And Community Impact Fund (HCIF)

CLEAR (Clean Energy And Resilience Loan) unsecured loan for “Green” Affordable and Workforce Housing (New Development and Rehabs).

** Gap funding of up to 10% of Capital stack for Green Affordable Housing Projects.*



**Multifamily, Non-profit and
Community Energy Improvement
Loans**

***NEW!** Atlanta Housing and SELF Program

Sustainable Energy Efficiency and Resiliency (SEER) Loans



SEER Loan for Landlords

Unsecured loans to help landlords make energy efficiency upgrades on affordable housing rental units.

SEER (Sustainable, Energy Efficient Rental) loans help reduce the utilities costs for low-to-moderate income residents, make homes healthier with better air quality, and stabilize communities with lower tenant turnover.

Teaming up with Atlanta Housing to expand access to energy efficiency improvements

SELF RESULTS

- \$30 Million raised to date; leveraging \$90 Million in Projects
- \$25 Million of unsecured loans deployed in 2,300 home-improvement projects, assisting approximately 7,000 people.
- 74% of SELF's clients have been low- and moderate-income (LMI) per HUD/Census tracts.
- Average default rate remains BELOW 2%.
- 850+ Contractors in SELF's network (Green Jobs). Emphasis on local contractors.
- SELF has quadrupled its lending over the last 4 years, with new satellite offices in St. Pete, Tampa, and Orlando, and now Atlanta and Miami-Dade County.



PARTNERSHIP OPPORTUNITIES



SELF is a nonprofit green bank certified as a Community Development Financial Institution (CDFI) by the U.S. Department of the Treasury. The CDFI Fund and certified CDFIs across the country play an important role in generating economic growth and opportunity in some of our nation's most distressed communities by offering tailored resources and innovative programs that invest federal dollars alongside private and philanthropic capital. The CDFI Fund serves mission-driven financial institutions, such as SELF, which take a market-based approach to supporting economically disadvantaged communities.



SELF is the only nonprofit green bank in Florida and one of the few green banks in America focused on helping low- and moderate-income (LMI) residents. SELF is also one of the few CDFIs in America that offers unsecured personal loans to homeowners based on their “ability to pay”, and we advance energy efficiency, resilience, solar, and more. SELF started out as a pilot program in St. Lucie County, Florida, in 2010, and we have since grown to four states over the last decade, including: Florida, Alabama, Georgia, and South Carolina. SELF has also quadrupled its lending activity over the last 4 years, and opened up new satellite offices in St. Pete, Tampa, Orlando, Atlanta, and now Miami-Dade County.

In lieu of venture capital, which is typically unavailable for most 501.c.3. organizations, SELF has partnered with more than a dozen local governments in multiple regions and states to seed the organization and grow our organizational capacity.

SELF has already raised \$30 million of loan capital and grants and we can raise millions more; but, we need more organizational capacity to open up new regions and prudently deploy funds and properly manage each project.

Local Government PARTNERSHIPS

- St. Lucie County
- Martin County
- Orlando
- Orange County
- Miami-Dade County
- Fort Pierce
- Port St. Lucie
- Stuart
- St. Petersburg
- Hillsborough County
- Apopka
- Winter Park
- Hallandale Beach
- Atlanta Housing (AHA)

SELF SELF is an "Implementation Tool" www.SolarEnergyLoanFund.org

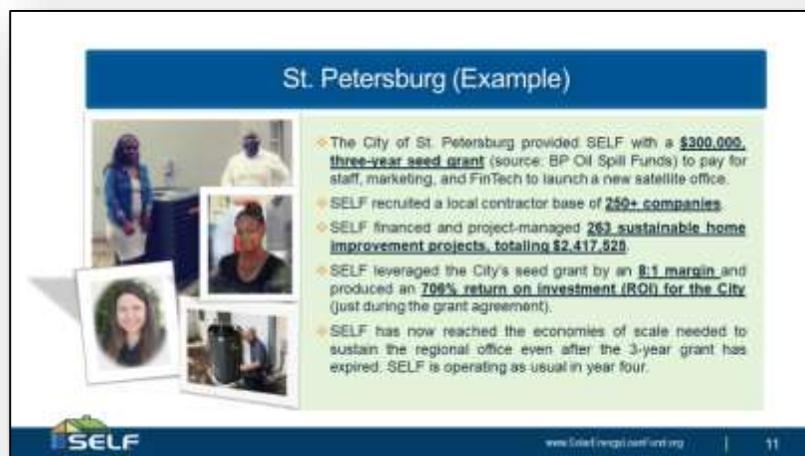
SELF serves as an “*implementation tool*” for local governments to achieve a variety of important goals, most notably, preserving and retrofitting existing affordable housing and making these homes safer, more resilient, more efficient and affordable, and healthier and sustainable. SELF also has special programs for seniors, veterans, female heads of household, and disabled homeowners. SELF also strives to support local businesses and foster green jobs, including an emphasis on minority contractors.

Partnership Options:

SELF has partnered with local governments in three (3) primary ways, ranging from in-kind support, to partial support, to fulltime support (i.e., the most prevalent model).

1. The **First Option** is free with no assistance beyond financing and closing loans remotely. SELF would have no physical presence and no resources to launch and build the local program so we would rely entirely on the local government to help spread the word to local homeowners and contractors. SELF encourages local government partners to add our website as a link on their website, send out utility bill stuffers with info about SELF, share info about SELF at community events, and more. Results will be limited to a handful of projects each quarter, possibly more if the local government is aggressive at community outreach. The City of Hallandale Beach just proceeded this way and SELF has completed a couple of projects in the first few months.
2. The **Second Option** is part-time assistance for \$50,000 per year. SELF's would use these seed funds to pay for part-time work by our Regional Loan Officer, Marketing Manager, Executive Team, and others to build the local contractor base, develop strategic marketing initiatives, collaborate with the local government partners, raise loan capital, manage projects, and close, underwrite and service loans. Martin County established a similar partnership with SELF and we customized a new septic-to-sewer conversion loan product and completed nearly \$1 million of total projects in the first 3 years.
3. The **Third Option** is full-time assistance for \$100,000 per year for three (3) years. SELF would use these seed funds to hire a fulltime loan officer to serve as the program manager for the City as well as committing other SELF team members for strategic assistance, marketing, loan capitalization, and more. SELF's CFO would also raise up to \$3 million to deploy locally over the next three years.

St. Pete was the first local government to undertake major expansion with SELF and we were able to finance 263 projects totaling \$2.4 million during the first 3 years. SELF leveraged the local government seed grant by an 8:1 margin, and, we increased overall lending to an economies of scale needed to sustain the local program after the seed grant expired.



St. Petersburg (Example)

- The City of St. Petersburg provided SELF with a **\$300,000, three-year seed grant** (source: BP Oil Spill Funds) to pay for staff, marketing, and FinTech to launch a new satellite office.
- SELF recruited a local contractor base of **250+ companies**.
- SELF financed and project-managed **263 sustainable home improvement projects, totaling \$2,417,528**.
- SELF leveraged the City's seed grant by an **8:1 margin** and produced an **708% return on investment (ROI) for the City** (just during the grant agreement).
- SELF has now reached the economies of scale needed to sustain the regional office even after the 3-year grant has expired. SELF is operating as-usual in year four.

www.self.org | 11

Recommendation: Based on the size of the City of Lake Worth Beach, SELF would recommend **Option Two with strong in-kind support from the City and Utility. SELF is also willing to customize the local program for the multi-jurisdictional Utility Service Area.**

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric Utility

TITLE:

First Amendment to Rep Serve Professional Services Agreement for consulting services

SUMMARY:

This First Amendment authorizes Rep Serve to provide consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City's Electric Utility at a cost not to exceed \$200,000. The services provided under this Professional Service Agreement have 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:

On February 1, 2021 the City Manager authorized the initial Professional Services Agreement with Rep Serve LLC for consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City's Electric Utility in the amount not to exceed \$50,000. Additional services provided under this agreement include but not limited to; field visits, attendance at contractor project review meetings, reviews of payment submittals, submittals of as-built drawings and documentation, receipt/review of related operating manuals and commissioning documents, receipts/review project closeout documents and other related advisory services. The Consultant shall make recommendations to the City on opportunities for cost control, safety, operability, scheduling, logistics and other matters as may be warranted to ensure successful projects completion.

Rep Serve possesses a unique skill set obtained in the 20 years of constructing, managing and commissioning of large-scale electric utility and substation projects. Under the City's procurement code, section 2-112(c), which authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection, the City finds that the Consultant possesses unique construction experience and a distinctive field of construction expertise to provide the identified consulting services to the City.

During the past year, the City's Electrical Engineering Department has been working through the design, material procurement, construction and commissioning of several large-scale substation projects. Projects under the initial Agreement and scope of work included; 7th Ave N substation, Main Yard Control House, 138kV Canal Switchyard and Canal 8-Bay Distribution Substation. The bulk of Rep Serve's time under this initial agreement was allocated to construction oversight of the 7th Ave N Substation, review of the 138kV Canal Substation design and design review and construction oversight of the new Main Yard Control House foundation. To date, Rep Serve has provided project management and construction management services to assist the City in making these projects a success.

This First Amendment authorizes Rep Serve to provide consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City's Electric Utility at a cost not to exceed \$200,000. Projects included under the scope of work include; 7th Ave North Substation, Canal 138kV Switchyard, Canal 8-Bay distribution substation, Main Yard Control House, Main Yard insulator & switch replacement, 6th Ave South Substation and the new Electrical System Operations Center. The costs for the professional services will be allocated to the individual projects through the design, construction and commissioning phases. Based on the scope of services, time required for project oversight and the addition of multiple projects, the Electric Utility is requesting an increase in the Contract value in an amount not to exceed \$200,000.

MOTION:

Move to approve/disapprove First Amendment to Rep Serve LLC for Professional Services Agreement for consulting services in the amount not to exceed \$200,000.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$200,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$200,000	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 421-6034-531-63.15 and 421-6034-531-63.16, costs will be distributed to multiple CIP projects.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	Multiple	31,078,734	17,222,344	N/A	-160,000	\$17,062,344
421-6034-531-63.16	Electric	T&D	Improve Other than Build / Transmission	SH 2001 SH 2002	9,143,513	7,260,397	N/A	-40,000	\$7,220,397

PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Facilities and Substation Upgrade Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 2/1/2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Rep Serve, LLC**, a Florida limited liability company (“Consultant”).

RECITALS

WHEREAS, the Consultant has provided the City with a price proposal for consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City’s Electric Utility; and

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

WHEREAS, the City finds that the Consultant possesses unique construction experience and a distinctive field of construction expertise to provide the identified consulting services to the City; and

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

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

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

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

SECTION 2: CONSULTANT’S SERVICES. As more specifically set forth in the Consultant’s proposal which is attached hereto as **Exhibit “A”** and incorporated herein, the Consultant shall provide consulting services related to the design, construction, and commissioning of electric utility facilities such as substations, switching stations, and associated equipment throughout the services territory of the Lake Worth Beach Electric Utility. Services will include field visits, attendance at contractor project review meetings, reviews of payment submittals, submittals of as-built drawings and documentation, receipt/review of related operating manuals and commissioning documents, receipts/review project closeout documents and other related advisory services. The Consultant shall make recommendations to the City on opportunities for cost control, safety, operability, scheduling, logistics and other matters as may be warranted to ensure successful projects completion.

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

SECTION 4: TERM, TIME AND TERMINATION.

(a) **Term.** The term of this Agreement shall commence upon the approval of this Agreement and shall be for the term necessary to complete all services as set forth in the Consultant’s proposal (Exhibit

“A”) unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

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

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

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

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

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

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

(g) Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and the Exhibit hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall

specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

(a) Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit “A”**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit “A”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rep Serve LLC
Attn: Mark Mezzancello
318 Charroux Drive
Palm Beach Gardens, FL 33410

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and

full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

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

SECTION 35: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service,

technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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

SECTION 37: SCRUTINIZED COMPANIES.

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

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

(c) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(e) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

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

SECTION 38: E-VERIFY. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

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

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

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement Electric Utility Facilities and Substation Upgrade Consulting Services as of the day and year set forth above.

ATTEST:



CITY OF LAKE WORTH BEACH, FLORIDA

By: Deborah Andrea
Deborah M. Andrea, City Clerk

By: Michael Bornstein
Michael Bornstein, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR:

By: REP SERVE, LLC
Mark Mezzancello, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 26th day of January, 2021, by Mark Mezzancello, as the President of Rep Serve, LLC, a Florida limited liability company, who is personally known to me or who has produced Driver's license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Angelica L. Foster
Notary Public Signature

Notary Seal:



EXHIBIT "A"
(Consultant's Proposal)

Construction Bid Form



Owner Information

Name Lake Worth Utility

Address 414 Lake Ave

City, State ZIP Lake Worth FL 33460

Phone 561-533-7300

Email Enter owner Email address in this cell

Project name Electric facilities and substation upgrade

Contractor Information

Company Rep Serve LLC

Name Mark Mezzancello

Address 318 charroux dr

City, State ZIP Palm Beach Gardens FL.

Phone 917-560-5379

Email markmezzancello@hotmail.com

Completion date 10/1/2021

Scope of Work

1) Provide advisory services related to the design , construction, and commissioning of electric T&D facilities such as substations , switching stations , and associated equipment throughout the service territory of the Lake Worth Beach electric utility.

2) Tasks would include providing advisory services related to the following steps in the evolution of a project: design and design review, preparation of equipment and construction bid documents, bid review and selection, construction and commissioning documents, receipt/ review project closeout documents, etc.

3) Services would also include field visits, attendance at contractor project review meetings, reviews of payment submittals, submittals of as-built drawings and documentation, receipt/ review of related operating manuals and commissioning documents, receipt/ review project closeout documents, .

4) Make recommendations to LWB on opportunities for cost control, safety, operability, scheduling, logistics etc. as may be warranted to ensure successful project completion.

Not Included

Any layout for sub contractors

Company Proposal

The following proposal is for a salary of based on a 20 hour per week @ \$43.00 per hour . Not to exceed \$45k per year Contract can be terminated by Lake Worth Utility without notice. Rep serve must give 4 weeks notice prior to terminating.

Submitted by (Company Representative) _____ Date 8/17/2020

Owner Acceptance

Terms and conditions as above stated

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Facilities and Substation Upgrade Consulting Services)**

This First Amendment (“First Amendment”) to the Professional Services Agreement is made as of the _____, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Rep Serve, LLC**, a Florida limited liability company, (“CONSULTANT”).

WHEREAS, on February 1, 2021, the City and CONSULTANT entered a Professional Services Agreement for based on the CONSULTANT’s distinct field of expertise in Florida to provide consulting services related to the design, construction, and commissioning of electric utility facilities and substation upgrades for the City’s Electric Utility (“Agreement”); and

WHEREAS, the CONSULTANT possesses unique construction experience and a distinctive field of construction expertise to provide the identified consulting services to the City; and

WHEREAS, the CITY has continuing need for the services of the CONSULTANT; and

WHEREAS, the Agreement included specific tasks that CONSULTANT provided in the past year and the CITY wishes to extend the same services; and

WHEREAS, the CONSULTANT has agreed to provide the same services under the same rates; and

WHEREAS, the purpose of this First Amendment is to set forth certain terms and conditions for the provision of additional services by the CONSULTANT to the CITY; and

WHEREAS, under section 2-112(c)(6) of the CITY’s procurement code, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Consultant’s Services.** Section 2 of the Agreement, regarding the CONSULTANT’s services, is amended to add the additional consulting services related to the design, construction, and commissioning of electric utility facilities such as substations, switching stations, and associated equipment throughout the services territory of the Lake Worth Beach Electric Utility. Services will include field visits, attendance at contractor project review meetings, reviews of payment

submittals, submittals of as-built drawings and documentation, receipt/review of related operating manuals and commissioning documents, receipts/review project closeout documents and other related advisory services. The Consultant shall make recommendations to the City on opportunities for cost control, safety, operability, scheduling, logistics and other matters as may be warranted to ensure successful projects completion.

3. **Fees.** Section 5 of the Agreement, regarding the CONSULTANT's fees, is amended to allow for the additional services to be provided by the CONSULTANT under this First Amendment. The maximum not to exceed compensation to be paid by the CITY to the CONSULTANT under this First Amendment is **Two Hundred Thousand Dollars (\$200,000.00)**.
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONSULTANT shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
 - f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONSULTANT may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.
5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement not amended by this First Amendment remain in full force and effect.

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **Rep Serve, LLC**

[Corporate Seal]

By: _____
Print Name: MARK MEZZANIELLO
Title: Pres

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 12 day of May, 2022, by Mark Mezzanella, who was physically present, as President (title), of **Rep Serve, LLC**, a limited liability company, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: Taylor Bauer
My commission expires: 6/17/2022



EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric Utility

TITLE:

Task Order No. 8 with Radise International, L.C., to complete geotechnical services for the Intercoastal Waterway distribution crossing

SUMMARY:

Task Order No. 8 authorizes Radise International, L.C., to complete geotechnical services for a new subaqueous electrical distribution line and watermain from the main-land to the Beach Complex crossing the Intercoastal Waterway (ICW) at a cost not to exceed \$95,506. 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. Radise International L.C., (Radise), was one of three firms selected under the Geotechnical category for the Continuing Contracts for Professional Services.

Task Order No 8 authorizes Radise to complete geotechnical services for the new electrical distribution line and proposed watermain crossing the Intercoastal Waterway (ICW). The scope of work includes upland and subaqueous soil borings, soil sampling, soil classification, thermal conductivity and soil resistivity testing.

The geotechnical work and scope of services is being coordinated by the Water and Electric Utility Departments to complete the design and permitting packages. The geotechnical engineering report generated will be distributed to Kimley Horn and Power Engineers to assist with the ICW crossing designs. The duration of the geotechnical testing is anticipated to be completed in 4 months at a cost not to exceed \$95,506.

MOTION:

Move to approve/disapprove Task Order No. 8 to Radise International L.C., to complete geotechnical services for the design of the new electrical distribution line and watermain crossing the ICW in the amount not to exceed \$95,506.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 8

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$95,506	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$95,506	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2129	490,737	213,460	N/A	95,506	\$117,954

TASK ORDER NO. 8

Geotechnical Services – Intercoastal Waterway Crossing

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 Beach, Florida 33460 (“City”) and **RADISE International, L.C.**, a Florida corporation (“Consultant”).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **Lake Worth Beach Intercoastal Waterway Crossing - HDD Project** (the “Project”).

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant’s Proposal, dated May 11, 2022, attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within 90 calendar days 120 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 unit price, not to exceed amount of \$95,506.00. The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Andrew Nixon, P.E., phone: (561) 841-0103; email: andrew.nixon@radise.net; and, the Project Manager for the City is Paul Nicholas, phone: (561) 533-7353; email: pnicholas@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants’ Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the First Amendment to Agreement for Professional Services between the City of Lake Worth Beach and the Consultant, dated March 11, 2020 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the

Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

Consultant: **RADISE International, LC**

By: _____
Print Name: Panneer Shanmugam, PE

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 16th day of MAY 2022, by Panneer Shanmugam as the President [title] of _____ Radise International L.C, a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



Deborah Bestor
Notary Public Signature

EXHIBIT "1"
(Consultants Proposal)



May 11, 2022

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

Attention: Paul Nicholas
Phone: 561-876-3610
Email: pnicholas@lakeworthbeachfl.gov

**RE: Geotechnical Engineering Services Proposal
Lake Worth Beach HDD Project
Palm Beach County, Florida**

Dear Mr. Nicholas,

RADISE International, L.C. (RADISE) is pleased to submit this proposal for the above referenced project. It is our understanding that it is proposed to install a 12-inch diameter watermain, an 8-inch electrical conduit and a 4-inch fiber conduit across the Lake Worth Lagoon, approximately 1,000 feet south of the Lake Avenue bridge. The conduits will be installed using the horizontal directional drill (HDD) method. The purpose of our scope of work described herein is to obtain general subsurface soil information along the utility alignment. This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

SCOPE OF SERVICES

The proposed scope of work for the project consists of the following:

1. Visit the site to field mark and record the planned boring locations, observe existing site conditions and coordinate site access. Borings are to be performed at least 100 ft. off the proposed HDD alignment.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Mobilize barge-mounted and truck-mounted drilling equipment along with associated support boats and vehicles.



 561.841.0103

 4152 W. Blue Heron Blvd. Suite 1114,
Riviera Beach, FL 33404

 www.RADISE.com

4. Perform five (5) Standard Penetration Test (SPT) borings in general accordance with the procedures described in ASTM D-1586. Intervals of the SPT shall be continuous to 15 feet then 5 feet thereafter. No boring shall terminate in soft soil, defined by a SPT result of 5 bpf or less, fill or organic material. One (1) SPT boring will be performed to a depth of 25 feet on each side of the HDD crossing using a truck-mounted drill rig for a total of two (2) borings. Three (3) SPT borings will be performed to depths of 100 feet below the mudline within the Lake Worth Lagoon using a barge-mounted drill rig. Following completion of the drilling operations, the boreholes will be backfilled with grout and the physical location will be recorded with a GPS. Should rock be encountered before reaching the specified depth of the boring, rock coring will be performed in accordance with ASTM D2113. An allowance for 5 feet of rock coring per boring has been included in the budget. Rock materials will be described in the sequence described below and in accordance with standard geologic nomenclature, including:
 - Type
 - Relative Hardness
 - Density
 - Texture
 - Color
 - Weathering
 - Bedding
 - Fractures, Joints, Beddings Planes, and Cavities
 - Rock Quality Designation
 - Percent recovery
 - Start and stop time of Core run
 - Length of Core Run
 - Other Descriptive Features (fossils, pits, crystals, etc.)
 - Rock mass rating
5. Collect one (1) bulk sample of the surficial soils on each side of the HDD crossing using shovels for a total two (2) bulk samples. The samples will be subjected to Modified Proctor tests (ASTM D-1557) to determine the maximum dry density value of the material. The samples will also be analyzed by RADISE's laboratory for thermal resistivity in conformance with IEEE 442 and ASTM D-5334.
6. SPT sampling methodology does not produce sufficient sample (10 pounds) to conduct thermal resistivity testing on a single sample. Therefore, a few samples from adjacent intervals from each water-based SPT boring will be combined to create a suitable sample for thermal resistivity in conformance with IEEE 442 and ASTM D-5334. A total of three (3) samples will be tested, one from each boring.
7. Conduct one (1) soil resistivity test on each side of the HDD crossing for a total of two (2) tests. The tests will be conducted using the Wenner Four Electrode Method in accordance with ASTM G-57 using "a" spacing, which is as follows:

- 1.25', 2.5', 5.0', 7.5', 10', 15', 20', 25', 30', 40', 50', 60', 80', 100', 125', 150', 175', 200', 250', 300', 400', 600', 800', 1,000', 1,250', and 1,500'

Please note that the spacing will be limited to the diagonal distance of the site.

8. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS).
9. Assign and perform a series of laboratory test to ascertain soil index properties for the soils encountered in the borings and provide design parameters for the trenchless designs. Two (2) bulk samples will be subjected to a Modified Proctor test (ASTM D-1557) and five (5) samples will be subjected to a thermal resistivity test (IEEE 442 & ASTM D-5334). For trenchless installation the following design parameters will be provided:
 - Unit weight of the soil (in-situ, saturated and dry), in (pcf).
 - Cohesion (c), in (psf) for cohesive soils.
 - Angle of Internal Friction (ϕ), in degrees, for cohesionless soils.
 - Coefficient of passive earth pressure (K_p) for the top and bottom of the soil layer
 - Coefficient of active earth pressure (K_a) for the top and bottom of the soil layer
 - At rest earth pressure coefficient (K_o) for the top and bottom of the soil layer
 - Hydraulic conductivity
 - Shear modulus
10. Prepare a Geotechnical Engineering Report including the following:
 - Overall site map showing the locations of soil borings.
 - Overall site and surface conditions.
 - Results of field exploration and soil laboratory testing.
 - Soil borings profiles showing soil identifications, depth, groundwater, and standard penetration "N-values", and soil description. A final boring log for each boring will be provided, to scale not less than 1" = 10', on 8.5" x 11" paper suitable for good reproduction. The Boring Log shall show:
 - Project name, boring location, date drilled, drill crew members, name of company performing the soil tests.
 - Each soil strata, classified by its corresponding USCS identification, along with the location of the strata changes and the depth of the water table (at the highest anticipated level for any season of the year).
 - The location and results of each SPT Test.
 - The location of each soil sample taken.
 - All of the design parameters for each soil layer.
 - All data regarding rock coring
 - Soil classification per United Soil Classification System (USCS).
 - Ground water level elevations (including seasonal fluctuation).

- The electrical results will be provided in a tabular form with resistivity values expressed as resistivity (in Ohms) and with calculated apparent resistivity values in Ohm-ft.
- Design parameters and recommendations for trenchless installations.
- Engineering recommendations for the following parameters: USCS, unit weight, dry unit weight, shear modulus, cohesion and internal friction angle, soil bearing capacity, and unconfined compressive strength.
- A CAD version of the soil borings logs should be provided with the Geotechnical Engineering Report.

Please note that some damage could occur to the lawn/grass during field work. We will take all precautions to minimize damage. However, we assume that landscape damage, if any, will be repaired by others.

We assume that access to the boring locations is readily available to our drilling equipment. In addition, we assume that permission from land owners, if different than the City, has been received to allow us to conduct our studies. We have also assumed that all drilling permits or access permits have been obtained by the City.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations, preparation of the utility locate request, and coordination of the field work. Mobilization for the drilling operations will occur soon after these upfront items have been secured. These upfront activities are expected to require about 4-8 weeks depending on equipment availability.

The specified field drilling work is expected to require 1-2 weeks to complete. Laboratory visual classification of the soils and report preparation will require about 3 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 9 to 13 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Lump Sum of **\$95,506.00**, as detailed in Attachment A - Fee Breakdown. Our work will be performed in accordance with the terms and conditions of our service contract with the City.

Soil samples obtained from the drilling operations will be retained by RADISE for a period of 90 days from the date of drilling and then they will be discarded unless alternate terms are agreed to in writing with the client

CLOSURE

RADISE appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. This proposal is valid for a period of 60 days from the proposal date. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,

RADISE International, L.C.

A handwritten signature in blue ink, appearing to read 'Andrew Nixon', is written over the typed name.

Andrew Nixon, P.E.
Operations Manager

Attachments: A – Fee Breakdown



**Attachment A - Fee Breakdown
Lake Worth Beach HDD Project
Palm Beach County, Florida**

1.0 FIELD EXPLORATION	Qty	Unit	Unit Price	Total
1.1 <u>Project Coordination</u>				
1.1.1 Project Engineer	24	Hour	\$ 135.00	\$ 3,240.00
1.1.2 Senior Project Engineer	6	Hour	\$ 155.00	\$ 930.00
1.2 <u>Land Borings - (2 to 25') Est. 1 day</u>				
1.2.1 Mobilization				
1.2.1.1 Mobilize Equipment - Truck Rig	1	Each	\$ 350.00	\$ 350.00
1.2.2 SPT Borings				
1.2.2.1 SPT Boring-0' to 50'	50	Foot	\$ 15.00	\$ 750.00
1.2.2.2 Installation and Removal of Flush-Joint Casing	50	Foot	\$ 6.00	\$ 300.00
1.2.2.3 Extra Samples	4	Sample	\$ 30.00	\$ 120.00
1.2.2.4 Grout Seal	50	Foot	\$ 5.00	\$ 250.00
1.3 <u>Marine Borings - (3 to 100') Est. 6 days</u>				
1.3.1 Mobilize Barge Equipment*	1	Each	\$ 13,500.00	\$ 13,500.00
1.3.2 Mobilize Support Boat*	1	Each	\$ 750.00	\$ 750.00
1.3.3 Daily Rate for Drilling*	6	Day	\$ 6,000.00	\$ 36,000.00
1.3.4 Daily Rate for Support Boat*	6	Day	\$ 500.00	\$ 3,000.00
1.3.5 Per Diem (3-man Crew)*	6	Day	\$ 450.00	\$ 2,700.00
1.3.6 Field Supervision: Staff Engineer	60	Hour	\$ 85.00	\$ 5,100.00
1.4 <u>Thermal Soil Resistivity Testing</u>				
1.4.1 Bulk Sample Collection (Engineering Technician)	4	hour	\$ 50.00	\$ 200.00
1.5 <u>Soil Resistivity Testing (Wenner Four Probe Method) - Est. 2 days</u>				
1.5.1 Project Engineer	20	hour	\$ 135.00	\$ 2,700.00
1.5.2 Senior Engineering Technician	20	hour	\$ 60.00	\$ 1,200.00
1.5.3 Equipment	1	day	\$ 850.00	\$ 850.00
		TOTAL FIELD WORK		\$ 71,940.00
2.0 LABORATORY SERVICES				
2.1 Laboratory Visual Classification QC/Verification (Staff Engineer)	10	Hour	\$ 85.00	\$ 850.00
2.2 Natural Moisture Test	6	Each	\$ 12.00	\$ 72.00
2.3 Full Grain Size Analysis	6	Each	\$ 88.00	\$ 528.00
2.4 Fine Content Determination	12	Each	\$ 42.00	\$ 504.00
2.5 Organic Content Test	6	Each	\$ 45.00	\$ 270.00
2.6 Modified Proctor	2	Each	\$ 135.00	\$ 270.00
2.7 Thermal Resistivity Test	5	Each	\$ 1,000.00	\$ 5,000.00
		TOTAL LABORATORY SERVICES		\$ 7,494.00
3.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES				
3.1 Senior Project Engineer	16	Hour	\$ 155.00	\$ 2,480.00
3.2 Project Engineer	40	Hour	\$ 135.00	\$ 5,400.00
3.3 Staff Engineer	80	Hour	\$ 85.00	\$ 6,800.00
3.4 Drafter / CADD	24	Hour	\$ 58.00	\$ 1,392.00
		TOTAL PROFESSIONAL SERVICES		\$ 16,072.00
				TOTAL AMOUNT \$ 95,506.00
ALLOWANCES				
A1 Truck - Rock coring (2.5-inch ID) - 5 feet/boring	TBD	Foot	\$ 45.00	\$TBD
A2 Barge - Rock coring (2.5-inch ID) - 5 feet/boring	TBD	Foot	\$ 80.00	\$TBD
B Compressive Strength Testing of Rock Cores - 1 test/core	TBD	Each	\$ 250.00	\$TBD

NOTES

*Provided by Amrill, Inc.

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric

TITLE:

Second Amendment to Agreement with KVA, Inc., for the Canal 138kV Switchyard Prefabricated Control House

SUMMARY:

Second Amendment to Agreement with KVA, Inc., authorizes KVA to provide a Prefabricated Control House for the Canal 138kV Switchyard at a cost not to exceed \$842,913. 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 Proposals (RFP 20-204) from qualified entities to design and fabricate up to six (6), single-story, single-module, concrete equipment structures. KVA, Inc., was determined to be most responsive and responsible bidder. The term of the Agreement is for three (3) years, with (3) single-year extension options.

In August of 2020, the City Commission approved the Agreement with KVA, Inc., which also included the initial purchase of the 7th Ave. N Substation Control House. The 7th Ave. N Control House fabrication, factory wiring and installation at the 7th Ave. N Substation has been completed.

In September of 2021, the City Commission approved the First Amendment to KVA, Inc., for the purchase and fabrication of the Main Yard Substation Control House. The Main Yard Substation control house is currently in production and is scheduled for installation in October 2022.

This Second Amendment to KVA, Inc., is for the purchase and fabrication of the Canal 138kV Switchyard Control House. The Canal 138kV Switchyard Control House will provide a robust, climate controlled, CAT 5 Hurricane rated structure, to house and secure the new switchyard control systems, system protection relays and metering devices. The new Canal Control House will also serve as a communications hub between the new Main Yard Control House and the Hypoluxo Substation and is a vital component of the transmission system upgrades.

KVA, Inc. will be providing all personnel, equipment and labor to build and pre-wire the control house equipment off-site. Site construction is scheduled to begin late summer with the control house delivery and installation anticipated November 2022. The cost for the new 138kV Switchyard Control House is not to exceed \$842,913 which includes a 10% contingency in the event additional scope is needed to complete the scope of the KVA Agreement.

MOTION:

Move to approve/disapprove Second Amendment to Agreement with KVA, Inc., d/b/a KVA Power Protection & Control for a prefabricated control house at a cost not to exceed \$842,913.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	842,913	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 842,913	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.16, CIP Project SH2001.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.16	Transmission	Distribution	Improve Other than Build / Transmission Line	SH2001	6,443,513	4,560,397		842,913	3,717,484

**SECOND AMENDMENT TO GOODS AND SERVICES AGREEMENT
(Substation Prefabricated Control House)**

THIS SECOND AMENDMENT (“Amendment”) to the Agreement for Goods and Services Substation Prefabricated Control house is made as of _____, 2021, by and between the **City of Lake Worth Beach**, Florida, a (“CITY”) and **KVA, Inc., dba KVA Power Protection & Control** (“CONTRACTOR”), with its principal office located at 3307 Brushy Creek Rd. Greer, SC 29650.

WHEREAS, on August 25, 2020, the CITY and CONTRACTOR entered into the Goods and Service Agreement for CONTRACTOR to provide Substation Prefabricated Control House to the CITY (“Agreement”); and

WHEREAS, the Agreement is for the CONTRACTOR to design and fabricate up to six (6) units and these additional units may have updated specifications and be in different sizes to maintain the CITY’s standards; and

WHEREAS, on September 28, 2021, the CITY and the CONTRACTOR signed the First Amendment to fabricate the second unit; and

WHEREAS, the CONTRACTOR has provided a proposal for the third unit which is attached hereto as Exhibit “A” and incorporated herein; and

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

WHEREAS, the CITY and CONTRACTOR desire to increase the total maximum cost to be paid by the CITY under this Amendment to a not to exceed amount of \$766,913.00 (Seven Hundred Sixty Six Thousand Nine Hundred Thirteen Dollars) and a contingency amount of no more than \$76,000 (Seventy Six Thousand Dollars); and

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Amount Not To Exceed.** The maximum not to exceed amount for the third unit to be purchased under the Agreement and by this Amendment is \$766,913.00 (Seven Hundred Sixty Six Thousand Nine Hundred Thirteen Dollars). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR’s proposal, the CITY’s Electric Utility Director or designee is authorized a contingency amount of no more than \$76,000 (Seventy Six Thousand Dollars) to complete the scope identified in the CONTRACTOR’s proposal. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR’s proposal and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and

conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as previously amended and amended herein) remain in full force and effect.

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 Good and Service Agreement for Substation Prefabricated Control House 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

KVA, INC.

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

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

Notary Public Signature

Notary Seal:

Exhibit "A"
(Contractor's Proposal 21 pages)



Revision 1
PROPOSAL
City of Lake Worth Beach
Electric Utilities
Canal Transmission Substation

Prepared for City of Lake Worth Beach Electric Utilities

April 6, 2022

KVA Quote # 11651-R1



KVA Inc.
864.801.4430
info@kva-emc.com
www.kva-emc.com



Scope of Work: To provide (1) Control House and (6) Relay Control Panels and equipment fabricated, assembled, wired, tested, and delivered in accordance with the City of Lake Worth Beach Electric Utilities.

1) Canal Transmission Substation

A) Pricing for (1) Control Enclosure, (6) Relay panels and equipment.

A1	\$ 58,155.00
A2	\$ 58,155.00
A3	\$ 42,236.00
A4	\$ 42,236.00
A5	\$ 47,594.00
A6	\$ 45,061.00

TOTAL PRICE FOR Control House relay panels and equipment.....\$ 766,913.00

B) Delivery:

Delivery will be 32-34 weeks after the receipt of a Purchase order and all necessary engineering information. **Due to supply chain issues the above delivery date may change. For reference the ATS has a 28-30-week lead time for delivery.**

Bill of Material for Panel A1:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1
Schweitzer; Type 421, Line Protection Relay, 125/250Vdc, five-amp current inputs, conventional terminal blocks, 3 hybrid output contacts, 8 fast hybrid output contacts, 15 form-A contacts, 5 form-C contacts, 23 Inputs, DNP 3.00 protocol, enhanced faceplate, five rack units. (421)	04215615XC1X4H78424XX	SEL	1
Schweitzer; Type 311L, Line Protection Relay, five-amp current inputs, 8 Inputs, 8 High-Speed High-Current Interrupting Outputs 125/250Vdc, 4RU, DNP 3.00 protocol. With OUT105, OUT106, OUT107 normally closed. (311L)	0311L1JDD425454XX	SEL	1
Ametek UPLC-II, Carrier Set, 125/250Vdc, 3RU	US2NEM9AFSX	Ametek	1
connectors for the cable from the UPLC to the tuner.	RG-58/U		1
Two SEL-9510 cutouts, 19" Rack-Mount Panel—2U	915900113	SEL	1



SEL-9510 Pushbutton Guard Kit	9252001	SEL	2
SEL-9510 Lens Color Kit (2 Green, 2 Red)	9252004	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD3, TD5, TD6, TD7, TD8, TD9)	STSA10002AX	SecuControl	6
SecuControl ST Switch, 10 Pole, Current Shorting. (TD4)	STSA10061AA	SecuControl	1
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting. (TD1, TD2)	STSA10023AA	SecuControl	2
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010G	SecuControl	3
Cover for ST switches, 10 pole, clear (TD1-TD9) - provided with each test switch	FTDC10		0
Spare Disconnect Pins 10%		SecuControl	1
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	3
States; Terminal Block 24-point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180	1051016	PHEONIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier	1004076	PHEONIX	1
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	2



Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	2
Phoenix; UDK4-MTK-P/P Terminal Block (Z181/Z182 to Z359/Z360)	2775210	PHEONIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (181-360)	1051016	PHEONIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling. (190, 200, 210....)	1051210	PHEONIX	2
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ohmite; Series 90, wire wound resistor, 10kΩ, 5 watts. (RES 1, RES 2)	95J10K	Ohmite	2
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A2:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1
Schweitzer; Type 421, Line Protection Relay, 125/250Vdc, five-amp current inputs, conventional terminal blocks, 3 hybrid output contacts, 8 fast hybrid output contacts, 15 form-A contacts, 5 form-C contacts, 23 Inputs, DNP 3.00 protocol, enhanced faceplate, five rack units. (421)	04215615XC1X4H78424XX	SEL	1
Schweitzer; Type 311L, Line Protection Relay, five-amp current inputs, 8 Inputs, 8 High-Speed High-Current Interrupting Outputs 125/250Vdc, 4RU, DNP 3.00 protocol. With OUT105, OUT106, OUT107 normally closed. (311L)	0311L1JDD425454XX	SEL	1
Ametek UPLC-II, Carrier Set, 125/250Vdc, 3RU	US2NEM9AFSX	Ametek	1
connectors for the cable from the UPLC to the tuner.	RG-58/U		1
Two SEL-9510 cutouts, 19" Rack-Mount Panel—2U	915900113	SEL	1
SEL-9510 Pushbutton Guard Kit	9252001	SEL	2



SEL-9510 Lens Color Kit (2 Green, 2 Red)	9252004	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD3, TD5, TD6, TD7, TD8, TD9)	STSA10002AX	SecuControl	6
SecuControl ST Switch, 10 Pole, Current Shorting. (TD4)	STSA10061AA	SecuControl	1
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting. (TD1, TD2)	STSA10023AA	SecuControl	2
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010G	SecuControl	3
Cover for ST switches, 10 pole, clear (TD1-TD9) - provided with each test switch	FTDC10		0
Spare Disconnect Pins 10%		SecuControl	1
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	3
States; Terminal Block 24 - point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHEONIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier	1004076	PHEONIX	1
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	2
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	2



Phoenix; UDK4-MTK-P/P Terminal Block (Z181/Z182 to Z359/Z360)	2775210	PHEONIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (181-360)	1051016	PHEONIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling. (190, 200, 210....)	1051210	PHEONIX	2
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ohmite; Series 90, wire wound resistor, 10kΩ, 5 watts. (RES 1, RES 2)	95J10K	Ohmite	2
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A3:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1
Schweitzer; Type 421, Line Protection Relay, 125/250Vdc, five-amp current inputs, conventional terminal blocks, 3 hybrid output contacts, 8 fast hybrid output contacts, 15 form-A contacts, 5 form-C contacts, 23 Inputs, DNP 3.00 protocol, enhanced faceplate, five rack units. (421)	04215615XC1X4H78424XX	SEL	1
Schweitzer; Type 311L, Line Protection Relay, five-amp current inputs, 8 Inputs, 8 High-Speed High-Current Interrupting Outputs 125/250Vdc, 4RU, DNP 3.00 protocol. With OUT105, OUT106, OUT107 normally closed. (311L)	0311L1JDD425454XX	SEL	1
Schweitzer, Type 735, Meter, Four-wire Wye, 3-PTs, 3 CTs, 110-240 Vac, 110-250VDC, 125VDC/VAC input, Single 10/100 BASE-T, EIA-485, EIA-232 (735)	0735LX20944EXXXXXX16201CX	SEL	1
Two SEL-9510 cutouts, 19" Rack-Mount Panel—2U	915900113	SEL	1
SEL-9510 Pushbutton Guard Kit	9252001	SEL	2



SEL-9510 Lens Color Kit (2 Green, 2 Red)	9252004	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD3, TD5, TD6, TD7, TD8, TD9)	STSA10002AX	SecuControl	8
SecuControl ST Switch, 10 Pole, Current Shorting. (TD4)	STSA10061AA	SecuControl	1
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting. (TD1, TD2)	STSA10023AA	SecuControl	2
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010G	SecuControl	4
SecuControl ST Switch, 10 Pole, 4 Potential, 6 Current Shorting. (TD10)	STSA10020AA	SecuControl	1
Cover for ST switches, 10 pole, clear (TD1-TD9) - provided with each test switch	FTDC10		0
Spare Disconnect Pins 10%		SecuControl	1
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	2
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	1
States; Terminal Block 24 - point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHEONIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier	1004076	PHEONIX	1



Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	2
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	2
Phoenix; UDK4-MTK-P/P Terminal Block (Z181/Z182 to Z359/Z360)	2775210	PHEONIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (181-360)	1051016	PHEONIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling. (190, 200, 210....)	1051210	PHEONIX	2
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ohmite; Series 90, wire wound resistor, 10kΩ, 5 watts. (RES 1, RES 2)	95J10K	Ohmite	2
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A4:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1
Schweitzer; Type 421, Line Protection Relay, 125/250Vdc, five-amp current inputs, conventional terminal blocks, 3 hybrid output contacts, 8 fast hybrid output contacts, 15 form-A contacts, 5 form-C contacts, 23 Inputs, DNP 3.00 protocol, enhanced faceplate, five rack units. (421)	04215615XC1X4H78424XX	SEL	1
Schweitzer; Type 311L, Line Protection Relay, five-amp current inputs, 8 Inputs, 8 High-Speed High-Current Interrupting Outputs 125/250Vdc, 4RU, DNP 3.00 protocol. With OUT105, OUT106, OUT107 normally closed. (311L)	0311L1JDD425454XX	SEL	1
Schweitzer, Type 735, Meter, Four-wire Wye, 3-PTs, 3 CTs, 110-240 Vac, 110-250VDC, 125VDC/VAC input, Single 10/100 BASE-T, EIA-485, EIA-232 (735)	0735LX20944EXXXXXX16201CX	SEL	1



Two SEL-9510 cutouts, 19" Rack-Mount Panel—2U	915900113	SEL	1
SEL-9510 Pushbutton Guard Kit	9252001	SEL	2
SEL-9510 Lens Color Kit (2 Green, 2 Red)	9252004	SEL	2
SecuControl ST Switch, 10 Pole, All Potential. (TD3, TD5, TD6, TD7, TD8, TD9)	STSA10002AX	SecuControl	8
SecuControl ST Switch, 10 Pole, Current Shorting. (TD4)	STSA10061AA	SecuControl	1
SecuControl ST Switch, 10 Pole, 2 Potential, 8 Current Shorting. (TD1, TD2)	STSA10023AA	SecuControl	2
SecuControl 19" Panel slot covers, ANSI Grey, 3U, 3-10 Pole cuts	FTX3UA101010G	SecuControl	4
SecuControl ST Switch, 10 Pole, 4 Potential, 6 Current Shorting. (TD10)	STSA10020AA	SecuControl	1
Cover for ST switches, 10 pole, clear (TD1-TD9) - provided with each test switch	FTDC10		0
Spare Disconnect Pins 10%		SecuControl	1
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	1
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	2
States; Terminal Block 24 -point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHEONIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	1



Phoenix; Type UBE/D, Terminal Strip Marker Carrier	1004076	PHEONIX	1
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	2
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	2
Phoenix; UDK4-MTK-P/P Terminal Block (Z181/Z182 to Z359/Z360)	2775210	PHEONIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (181-360)	1051016	PHEONIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling. (190, 200, 210...)	1051210	PHEONIX	2
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
Ohmite; Series 90, wire wound resistor, 10kΩ, 5 watts. (RES 1, RES 2)	95J10K	Ohmite	2
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A5:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1
Jemstar II Switchboard Meter 09: Form 9 R: Switchboard 60: 60Hz 10: Class 10 1B: Dual Serial, RS-232/485 2A: Single ethernet port 3A: Internal analog modem DIO: Internal 6 CH D I/O AO1: Internal 4 CH AO IB: IRIG-B Time Sync PQ: Power Quality Ready	JSII-09R6010-1B/2A/3A-DIO/AO1-IB-PQ	Jemstar	4
SecuControl ST Switch, 10 Pole, All Potential. (TD3, TD4, TD7, TD8)	STSA10002AX	SecuControl	4
SecuControl ST Switch, 10 Pole, 4 Potential, 6 Current Shorting. (TD1, TD2, TD5, TD6)	STSA10018AA	SecuControl	4
Cover for ST switches, 10 pole, clear (TD1-TD9) - provided with each test switch	FTDC10		0
Spare Disconnect Pins 10%		SecuControl	1



Electroswitch: Series 24 Control Switch, 3 decks, MWH MTR Selection Control Switch (43CS)	24203C-009	ELECTROSWITCH	2
General Electric; lamp Type ET-16, 120VAC, 1900Ω.	0116B6708G5	GE	6
Incandescent Bulb -48 to 125VDC and 70 to 240VAC. Clear transparent color cap	286A5443PC4	GE	6
Data Display Products; Clear White Cap	BB4-CW	data display	6
Solid State Instrument, Repeating Pulse Relay, 125VDC SS05142B-00902 (CS1, CS2, CS3, CS4)	RPR-2PS-SP2	Solid State	4
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	6
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	0
States; Terminal Block 24 - point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4
Phoenix: UDK4-MTK-P/P Knife Disconnect	2775210	PHEONIX	72
Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	16
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHEONIX	32
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	2
Ground Bar	Ground Bar	KVA	1

Bill of Material for Panel A6:

Component	STYLE #	Manufacturer	Quantity
Panel - Grey on Grey	Panel	KVA	1



Schweitzer: Type 2488, Satellite-Synchronized Network, 2 125/250Vdc Power Supplies, IRIG-B and Network Time Protocol (NTP), 4 10/100BASE-T Ethernet Ports, 8 BNC Time Outputs, TNC Antenna Input, 1 Form-C mechanical conventional alarm contact, 1 Form A solid-state timer, one rack unit high (2488)	24880RAX1181AX23X	SEL	1
Smart DVS Digital Video Server, single 105-300VDC power supply, (2) 10/100/1000T ethernet ports, 1TB flash memory, (8) 100FX 1300nm multimode fiber ports, (4) RS232 via DB9 module, Fail safe relay	DVS2500-HIS-XXX-2C10-HD002-8LC1-SXXX-4S01-SXXX-SXXX-SXXX-HR00	Smart DVS	1
Schweitzer; Type 3530, SCADA Data Concentrator/RTU, 48/125Vdc Power Supply, 1 EIA-485 Serial Port, 33 EIA-232 Serial Ports, 2 10/100 Base-T RJ-45 Ethernet Ports, 24DI/8DO 3U high	3530#78HB	SEL	1
Schweitzer: Type 2440, 125Vdc/Vac Wetting Power Supply, 1 EIA-485 Serial Port, 16DI/32 (16 Standard/16 High-Current) DO, 2 10/100 Base-T Ethernet Ports, 3U high	24402H11A6111630	SEL	1
Transition Networks, Ethernet Rack Mounted Switch, (24) 100/1000Mbps RJ-45 ports, (4) 100/1000 Mbps SFP slots, (4) 1G/10G Mbps SFP+ slots, (1) Console RJ-45 port	SISPM1040-3248-L	Transition Networks	1
Optimum, Fiber Patch Panel, 2RU, 4 adapter plates, LC Duplex 12 SM, no pigtails, 2 splice trays, 1 strain relief clamp	PRO-2B-1-B53-N2-1	Optimum	2
Eaton FAZ Series, DIN rail type, 10 amperes, 125VDC	FAZC10/1SP	EATON	5
Eaton FAZ Series, DIN rail type, 5 amperes, 125VDC	FAZC5/1SP	EATON	0
States; Terminal Block 24 - point Type NT sliding Link point. (A, B, C, E, F, G)	M-25024	States	6
States; Terminal Block NT Type, 6 point. (D, H)	M-25006	States	2
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	2
Phoenix; Type UBE/D, Terminal Strip Marker Carrier with cover (Z)	1004076	PHEONIX	2
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	4
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	4



Phoenix; UDK4 Terminal Block (1-180)	2775016	PHEONIX	180
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (1-180)	1051016	PHEONIX	36
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling (10,20,30....)	1051210	PHEONIX	4
Din mounting rail Type NS 35/7.5 Steel perforated	801733	PHEONIX	1
Phoenix; Type UBE/D, Terminal Strip Marker Carrier	1004076	PHEONIX	1
Phoenix; E/NS 35 N End Clamp	800886	PHEONIX	2
Phoenix; D-UDK 4 End Cover	2775113	PHEONIX	2
Phoenix; UDK4-MTK-P/P Terminal Block (Z181/Z182 to Z359/Z360)	2775210	PHEONIX	90
Phoenix: ZB6 White Number Strip Label mount on both sides of block, printed horizontally with sequential numbers. (181-360)	1051016	PHEONIX	18
Phoenix: ZB6 Orange Number Strip Label, mount on both sides of block, printed horizontally, decade labeling. (190, 200, 210....)	1051210	PHEONIX	2
Abbatron/H.H. Smith; binding post, Black hex head, 10-32, gold plated.	257-103	H.H. Smith	2
Abbatron/H.H. Smith; binding post, Green hex head, 10-32, gold plated.	257-104	H.H. Smith	1
J-Hook, stainless steel with hex nuts and #10-32 thread		KVA	1
Ground Bar	Ground Bar	KVA	1

Bill of Material for Concrete Control House:

VFP has proposed our standard concrete relay vault to fulfill your request. Our proposal is based solely on the following supplied information from City of Lake Worth.

1. Appendix B - Drawing # CTS-138-SP-001-0– Sheet 1 of 1
2. Appendix C – Bill of Materials, Equipment– Sheet 1 of 1
3. Specification –Substation Prefabricated Relay Vault Canal Transmission Substation– Sheets 1 of 18

VFP has included a complete description of the proposed relay vault along with additional clarifications and exceptions below. We will gladly make changes per your request; however, changes may result in a price increase.

VFP is listing the following exceptions and clarifications:

City of Lake Worth – Canal Transmission Substation



1. Relay Vault Canal Transmission Substation Specification. Scope. 1.2: Exception, VFP's standard design cannot meet an overall exterior height of 10'. VFP is offering our **10'** interior high for this proposal. This would give you an estimated exterior height of 10'7" including the base. If requested, VFP will gladly make changes any changes made will result in a price adjustment. **Height has been adjusted per VFP**
2. Relay Vault Canal Transmission Substation Specification. Scope. 1.3: Relay vault lead time will be per VFP's lead time section stated below.
3. Relay Vault Canal Transmission Substation Specification. Scope. 1.4.1. d, e & f: VFP assumes wiring diagrams is pertaining to VFP provided and installed equipment only. All other wiring diagrams is to be by others.
4. Relay Vault Canal Transmission Substation Specification. Scope. 1.7.6: VFP's understanding of CIP is meaning door card readers. VFP will provide wall provisions only for future CIP card readers to be provided and installed by others.
5. Relay Vault Canal Transmission Substation Specification. Scope. 2.1 & 2.2: Exception, VFP understanding of this is that relay and control panels and any associated wiring, wiring diagrams, interconnect wire or terminations is to be by KVA.
6. Relay Vault Canal Transmission Substation Specification. Scope. 2.3: RTU is to be the responsibility of others and not included. – **VFP is referring to panel A7 provided by others**
7. Relay Vault Canal Transmission Substation Specification. Scope. 2.6: VFP assumes panel name plates are to be the responsibility of others and not include. – **KVA confirms provided by KVA**
8. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.1 g: Clarification, the walls bullet resistant, doors, hoods, HVAC units etc.... will not be.
9. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.4. a: The floor will be 8" thick in lieu of 6" this is due to the width of the relay vault.
10. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.4. c: Doors will be bolt on in lieu of cast in. – **Correct meets water intrusion quality control**
11. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.5. b: Exception, no interior wall options have been included. – **KVA confirms interior walls include insulation per the spec.** This just means there is no further instructions for the interior walls.
12. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.5. f: VFP has included our standard exterior sealed exposed aggregate with painted trim. If requested, VFP will gladly make changes any changes made will result in a price adjustment. – **VFP confirms this is standard for FPL**



13. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.6.iii: VFP takes exception to the missile impact rating and will need further information to determine compliance.
14. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.8. a. i & viii & Appendix C: Discrepancies, in specification to Appendix C. Specifications call for load centers and request for AQ & AE panels. VFP takes exception to the DC panel being fused and is offering breakers in lieu of fuses. Additional clarification, AQ & AE panels have been phased out and replaced with RQ & RE panels. The DC panels will have a 10kAIC rating. Please see VFP's offering of panels as described in the power distribution section below. If requested, VFP will gladly make changes any changes made will result in a price adjustment **ACSWM-125-035-1 ACS Wall-Mount Charger: 125VDC/4.4KW (35.2A) Input: 208/240VAC/1phase/60Hz Output: 125VDC/35A. Dimensions: 22.25" W x 20.25" D x 21.39"H Consisting of NEMA 1 Enclosure, Wall Mounted , RAL 9005 1 x Cordex Controller, HP 4 x Cordex CXRC 125-1.1Kw 2 x Cordex 1.1Kw Module Blank 1 x Cordex 19" Flush Mount Shelf, 6xCXRC 1 x Breaker Panel, 208/240VAC 1 Phase Input CB 125VDC Output CB 1 x Battery Temperature Compensation Sensor 1 x DNP3 with Power Supply**
15. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.8. xi: Clarification, VFP will need additional information to provide pricing on service disconnects din mount breakers instead of fuses. VFP at this time has included one (1) AC safety disconnect switch as described per the power distribution section below with LPN-RK-SPI (blown indicator fuses) two (2) DC safety switches and
16. one (1) MTS as described per the power distribution section below. If requested, VFP will gladly make changes any changes made will result in a price adjustment.
17. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.9 & Appendix C: Requested part # does not match the provided description. Based on the provided part number. If requested, **VFP is providing 1 ATS based on the part # provides in the scope.**
18. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.10 & Appendix C: Both battery systems, racks, spill containment and chargers are assumed to be provided by KVA for installation by VFP prior to shipping the control house. Note: CFE batteries are assumed to be shipped directly to site by the customer, to be installed by VFP at site due to DOT regulations.
19. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.11: Clarification, VFP has estimated the sizes for the HVAC units. If provided equipment heat loads, VFP will be more than happy to properly size the HVAC units. This may result in a price adjustment. **City of lake worth has approved the estimated size.**
20. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.12: KVA will wire the below specified alarms to an alarm junction box, where they will be tagged and coiled. **KVA confirms**
21. Relay Vault Canal Transmission Substation Specification. Scope. 3.2.13: KVA is offering a Fire system as described in the Alarm device contacts section below. If requested, VFP will gladly make changes any changes made will result in a price adjustment.



22. Relay Vault Canal Transmission Substation Specification. Scope. 7.0: Exception, VFP is offering our standard factory testing. All other testing is assumed to be the responsibility of others and not included.
23. **Drawing # CTS-138-SP-001-0:** VFP has included a 12"x12"x6" NEMA 1 Hoffman enclosure to satisfy the requirements for JB#1. If provided more information, VFP will be more than happy to make changes any changes made will result in a price adjustment. – **This item has been removed per VFP**
24. **Drawing # CTS-138-SP-001-0:** VFP assumes the fixed station for controller will be supplied and installed by others. **KVA is to supply flat table capable of Size D drawing layout and Computer equipment. Must fit space allowed in drawings after VFP design. Must maintain 3' spacing**
25. **Appendix C:** Requested part # does not match the provided description. based on the provided part number. If requested, VFP will gladly make changes any changes made will result in a price adjustment
26. VFP has not included any site work for foundations assumed to be by others. **Confirmed supplied by others (CLWB)**
27. VFP has not included stairs, guardrails, or platforms in this proposal. **Confirmed supplied by others (CLWB)**
28. KVA/VFP takes exception did not include any foundations assumed to be by others. **KVA confirms delivery and install of the building, foundation provided by others (CLWB)**
29. VFP has not included to all local codes, the relay vault will be built to the IBC and state codes only unless the local codes are provided with the bid request. VFP will require full detail of the local codes before determining compliance. **CLWB- confirms state codes are acceptable**
30. KVA/VFP will not be responsible for any permitting other than the factory building permitting and the over the road transportation permitting. All other permits will be the responsibility of the customer.

Unless otherwise stated communication or fiber cables are not provided nor installed. **All communications listed in drawings provided by PEI post-award shall be provided and installed by KVA. This includes fiber, cat5/6, IRIG, GPS antennas and associated power and wiring**

The proposed relay vault is described below:

Construction - Concrete

- Size nominal 15'6" wide (16'0" wide with roof overhang) exterior x nominal 33' long exterior x nominal 10' high interior, one room concrete control house
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed **concrete** relay vault are as follows:
 - 125 pounds per square foot distributed floor loading while lifting



- 200 pounds per square foot distributed floor loading while on foundation
 - 100 pounds per square foot distributed roof load
 - 200 mph wind load (Meets 194 ultimate wind speed per ASCE 7-10)
 - Seismic zone 4
-
- Exposed aggregate exterior
 - The proposed relay vault walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the relay vault doors are not bullet resistant.
 - The proposed relay vault walls will provide a two-hour fire rating
 - The floor will consist of 8" thick concrete base
 - The interior walls and ceiling will be sheathed with ¾" Plywood backed "Class A" white FRP board
 - The walls will be insulated to R-11 with hardboard insulation
 - The ceiling will be insulated to R-19 with hardboard insulation
 - The floor will be insulated using R-8 foam blockouts
 - Floor painted with non-slip gray epoxy paint
 - One (1) 42" wide x 84" high insulated "Florida Approved" "fire rated" steel exterior door, with "emergency exit" panic bar, exterior key lock lever set and fiberglass weather hood
 - One (1) 72" wide x 84" high insulated "Florida Approved" "fire rated" steel exterior double door, "emergency exit" panic bar, exterior key lock lever set and fiberglass weather awning
 - Three (3) hydraulic door closers

Power Distribution

- One (1) 200 Amp, 42,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space main breaker, bolt-in utility power distribution panel, in NEMA 1 surface mount enclosure (GE-ReliaGear - RQ) (ACLC 1) AC power panel will each be equipped with the following assortment of branch breakers:
 - Twenty-two (22) 30 Amp, single pole breakers
 - Eight- (8) 30 Amp, double pole breakers
- Two (2) 225 Amp main lug, 10,000 AIC, 125/250 VDC, 2-wire, 60 Hz, 60 space main breaker, bolt-in utility power distribution panels, in NEMA 1 surface mount enclosures (GE-ReliaGear - RE) (DCLC 1 & 2) DC power panels will each be equipped with the following assortment of branch breakers:
 - Twenty-eight (28) 30 Amp, double pole breakers
- One (1) 200 Amp, 240 VACS, fused, 2-pole, safety disconnect switch in NEMA 1 enclosure with LPN-RK-200SPI fuses
- Two (2) 200 Amp, 250 VDC, non-fused, 2-pole, safety disconnect switches in NEMA 1 enclosures
- One (1) 200 Amp, 250 VDC, non-fused, 2-pole, manual transfer switch in NEMA 1 enclosure
- One (1) 400 Amp, 120/240VAC, single phase, 2-pole, 60Hz automatic transfer switches in NEMA 3R enclosures model: ATC-900 p# ATC9C2X20400WRU
- One (1) 200 Amp Generator Receptacle Appleton ADJA20034-200RS or equal
- One (1) 200 Amp 240 VAC, non-fused, 2-pole, manual transfer switch in NEMA 1 enclosure – Generator transfer switch
- Fourteen (14) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior duplex ground fault receptacles

Lighting

- Ten (10) four-foot, LED surface mounted light fixtures with motion sensor control
- Two (2) emergency/exit lights



- Four (4) LED, 125 VDC, A21 globe style emergency surface mounted interior light fixtures with timed motion sensor control that only shuts off upon no motion but does not activate on motion and a manual switch control
- Three (3) LED exterior door light fixtures with vandal-resistant lens, photocell control & manual switch override

HVAC

- Two (2) 3.0 Ton, 240 VAC, single phase, 11 EER wall mount air conditioning units, with low ambient and compressor anti cycle controls, phenolic coated coils, integral 5 kW resistance heat strips and washable dust filters (Removed for shipment per DOT regulations and placed in the relay vault during transit, to be installed on-site by VFP's onsite service personnel)
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit
- One (1) Humidistat
- Two (2) 650 cfm (at 0" of H2O static pressure) battery area exhaust fan systems, including "Florida Approved" intake and exhaust louvers, timer and hydrogen detector controls, fiberglass hoods, permanent filters and exhaust insect screen

Additional Furnished Equipment

- Two (2) battery racks - EQ-SGS2-30 - SBS
- Two (2) spill containment systems - SC121-34P30 - SBS
- Two (2) battery chargers - ACSWM-125-035-1 Alpha
- Forty (40) Batteries - VLA battery, 6V (3-cell) jar, 200AH- qty 40 - STT6V200 - SBS

Alarm Device Contacts

The following alarm device contacts will be wired and brought to a location specified by the customer. The alarm wires will be coiled and tagged for identification per VFP standards. Unless otherwise stated in this proposal, termination at the customer's equipment is assumed to be provided by others. There are no provisions for audible, visual or remote alarm monitoring offered, except where it is integral to the device offered or stated otherwise in this proposal

- Two (2) line voltage smoke detectors with auxiliary contacts
- One (1) Alarm control system model; Cybercast 50 (no duct) with up to three (3) interior photo sensors, two (2) pull stations, two (2) outside strobes and one (1) inside horn strobe. Cybercast 50 wired to a j-box location for connection/final termination by others
- **Three (3)** intrusion door alarm switches with form "C" contacts
- One (1) high temperature alarm



- One (1) low temperature alarm
- One (1) power failure alarm
- Two (2) hydrogen detectors for alarm and fan control

Grounding

- One ground system consisting of a 4/0 AWG stranded bare copper conductor, run through the cable tray with grounding drops to the equipment and a single drop at the cable entrance locations for termination at the final site by others
- One (1) internal copper ground bar near floor level
- Two (2) external copper ground pads on opposite corners

On-Site Services

To perform on-site support services per the terms and conditions. This will consist of the following:

- attach the control house to the customer furnished foundation
- reinstall all VFP provided items that were removed for shipment
- install the batteries in the battery rack, make interconnections and final wiring terminations (Note: **CFE batteries are assumed to be shipped directly to site by the customer, to be installed by VFP at site due to DOT regulations; **Battery testing and commissioning is not included and is assumed to be by others unless otherwise stated***)
- Crane Offloading is included and is based on free and clear access to the jobsite.

Accessories

- One (1) VFP standard exterior aluminum cable entry hood (shipped loose and placed in the relay vault during transit, to be installed on-site by KVA/VFP's onsite service personnel)
- Up to sixty feet (60') of 36" wide x 6" deep aluminum cable tray
- Two (2) portable 10-pound CO₂ fire extinguishers
- One (1) antenna mount bracket
- One (1) drawing table
- One (1) Porta Stream II, gravity fed, 15 min flow, wall mounted eyewash station with saline concentrate model: Uline H-1142
- One (1) wall mounted drawing rack with six (6) clamps
- One (1) 42" high x 36" wide x 18" deep metal storage cabinet, two doors, lockable
- One (1) service manual



- One (1) year bumper to bumper limited warranty and a ten (10) year structural warranty
- If requested, will provide four (4) sets of relay vault drawings with each relay vault unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended relay vault tie down locations. No other foundation drawings are offered in the proposed relay vault price.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control houses are to be built according to the latest IBC edition and state requirements of which the relay vault is residing, local and county codes are not applicable unless otherwise stated.

Clarifications:

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
- Panel A2, A3, A4 & A5 – FTDC10 is not included in this quote. This item is not needed according to the manufacturer. The covers are included with the actual test switches.
- Panel A1, A2, A3, A4 & A5 – Marathon Terminal blocks have been changed to States per the customer request.
- Panel A6 – Smart DVS DVS2500 is not provided in this quote. KVA was not able to source this item currently.
- Terminal block quantities are estimated in all panels.

KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Current Injection
- Power Up of the SELs
- KVA Shop Quality Audit Checklist
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy
- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity

Relay Panel Engineering Drawings: Relay panel Mechanical drawings are included in this proposal.

A) Payment:

- a. Payment terms are 100% net 30 days from invoice date.
- b. Payment Schedule for Projects over \$300,000 shall be as follows:



Project Phase:	Contracts over \$300,000
1. Receipt of Purchase Order	10%
2. Receipt of "For Construction" Drawings	30%
3. Delivery	60%

- B) Taxes:** Prices shown do not include sales or other taxes imposed on the sale of the goods.
- C) Freight:** F.O.B. freight costs to City of Lake Worth, FL are included in the prices shown.
- D) Cancellation:** With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

a. Schedule of Fees for Cancellation of Order:

Milestone	Cancellation Charge (% of P.O. value)
After Purchase Order is placed	10%
Receipt of "For Construction" Drawings and procurement start	30%
2 weeks after release for procurement	60%
4 weeks after release for procurement	100%

- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.
 - c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.
- E) Validity:** This proposal is valid for acceptance within 90 days.
 - F) Warranty:** KVA shall repair or replace any defective item within 18 months of Acceptance Date or 18 months after shipment (whichever is sooner) and will extend the full manufacturers' warranty on all purchased components.

Limits of Liability: In no event, whether because of a breach of contract, indemnity, warranty, or tort (including negligence), strict liability, or otherwise, shall the Seller be liable to the Buyer for:

- (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, cost of substitute products, facilities, services, or replacement power.
- (ii) Property damage external to the product and loss arising out of such damage.
- (iii) Special, indirect, punitive, or consequential damage; or for
- (iv) Any of the foregoing suffered by a customer of the Buyer.

KVA MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND KVA SHALL HAVE NO LIABILITY ARISING OUT OF THE ORDER IN EXCESS OF THE AMOUNT OF THE ORDER.

MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

KVA Inc. 3307 Brushy Creek Rd. Greer, SC 29650 (864) 801-4430

EXECUTIVE BRIEF UTILITY MEETING

AGENDA DATE: May 31, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Order with Stuart C. Irby Company for GE current limiting reactors

SUMMARY:

The Purchase Order authorizes Stuart C. Irby Company to provide current limiting reactors for the new Canal Distribution Substation at a cost not to exceed \$62,785. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City's Electrical Engineering team is finalizing the design of the new Canal 26.4kV Distribution Substation. The design of the new substation incorporates the installation of current limiting reactors. Current limiting reactors are designed to limit the fault currents to levels compatible with existing protection/control equipment. The primary advantages of a current limiting reactor are: reduction of electromechanical loading, reduce thermal stress of transformers and switchgear and improvement of the stability of primary bus voltage during a fault on feeder.

The Electric Utility has standardized new substation designs and equipment selection to include the GE current limiting reactors. During the design and equipment selection process for the newly constructed 7th Ave N substation, several reactor manufacturers were evaluated and quotes were obtained. The GE reactors offered the City the best value, met the specification requirements and were selected as the standard equipment. The initial GE reactor purchase was under the \$50,000 threshold and did not require the bidding process.

Under Section 2-112 (e)(1) of the City's Procurement Code, the Electric Utility is requesting a single/sole source procurement with Stuart C. Irby Company for the purchase of GE Air Core Current Limiting Reactors for the Canal 26.4kV Distribution Substation. The Stuart C. Irby Company is the sole source provider of GE Air Core Reactors for this region.

The Electric Utility is requesting the approval of Purchase Order with Stuart C. Irby for the Canal Substation reactors in the amount not to exceed \$62,785.

MOTION:

Move to approve/disapprove Purchase Order to the Stuart C. Irby Company, to provide GE Air Core current limiting reactors in the amount not to exceed \$62,785.

ATTACHMENT(S):

Fiscal Impact Analysis
GE Quote
Sole/Single Source Letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$62,785	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$62,785	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account 401-6034-531-63.15, CIP Project SH2113.

Account Number	Department Name	Division Name	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
421-6034-531-63.15	Electric	T&D	Improve Other than Build / Infrastructure	SH2113	6,220,800	3,346,529	N/A	62,785	\$3,283,744

QUOTATION - GE # BX220301, Rev.0

GE Renewable Energy



Customer: Irby Utilities
Project Name: Lake Worth Reactors

Quote date: 4-MAY-22
Quote Validity: 10-JUN-22

Dear valued customer,

We appreciate this opportunity. Please find our pricing information below:

27 kV CLRS			FIRM	FIRM	
Item	Qty	Type	Unit Price (\$)	Total Price (\$)	Delivery time(*)
1	6	XSLR 1.326mH / 800 A	\$8,446.00	\$50,676.00	23
2	1	FREIGHT ADDER ESTIMATE FOR ALL LINES ABOVE EXCLUDING +25% HANDLING FEE WHICH WILL BE INVOICED AT TIME OF SHIPMENT (**) FOB Destination, PPD + ADD	\$9,686.00	\$9,686.00	23
Total	7			\$60,362.00 (**) does not include 25% handling adder, invoiced at time of shipment	

(*) Weeks after receipt of order and once the PO has been technically and commercially accepted. The drawings will be sent 1-2 weeks ARO and the customer will have 1 week for approval.

() Due to unprecedented times of international logistics, it is not possible to offer firm freight prices. The freight adder above is an estimative and GE will charge the real value at shipment time. Please note, an additional + 25% handling costs fee will be added to the invoice.**

Warranty:

GE Grid Solutions standard warranty is 18 months from notification of readiness to ship or 12 months from operation whichever comes first. GE Grid Solutions can provide an extended warranty for up to an additional 48 months for an additional 1% per year.

Incoterm/Transportation:

Quoted for Regular truck delivery – **Note: Flatbed adder: + \$ 1,900.00.**

Shipping Origin: GE Itajuba, Brazil

Destination: Lake Worth, FL

Cancellation Schedule:

In case of cancellation, a payment will be due as per below:

Milestones	% of PO Value
From PO to 20% of quoted lead time	15%
Between 20% to 30% of quoted lead time	40%
Between 30% to 40% of quoted lead time	50%
Between 40% to 50% of quoted lead time	60%
Between 50% to 70% of quoted lead time	80%
After 70% of quoted lead time	100%

Delays and Storage fees:

If equipment is ready and not collected/shipped due to customer delays in accepting the order shipment, the following charges will be applicable:

Milestones	% of PO Value
From readiness to 4 weeks	0.50%
Greater than 4 weeks	1.50%

*Fees capped at 100% of equipment price.



April 13, 2022

Sole Source letter for City of Lake Worth, FL

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

Renewables
GE Grid Solutions LLC

To whom it may concern,

This is to notify you that IRBY is the sole source provider of GE Air Core Reactors & Line traps products for your account.

All requests for quotes, purchase orders submittals and order processing will be submitted through Irby with the following parameters:

- E-mail for quotes and PO's is Frank Chetalo, frankc@electricsalesinc.com and Michael.Altis@ge.com
- Purchase orders must include complete GE part numbers or proposal numbers.
- Orders will be acknowledged back within 48 hours of the receipt of a complete PO
- All Reactors/Line traps orders will include freight to site, FOB Dest, freight PPD+ADD, freight listed on a separated line.

We appreciate the opportunity to serve and do business with City of Lake Worth. Feel free to contact me with any questions or concerns.

Sincerely,

Andre Lanza
Sales Specialist
706-550-3177
andre.lanza@ge.com

Andre Lanza Silva

Digitally signed by Andre Lanza Silva
DN: cn=Andre Lanza Silva, serialNumber=212501542, o=General
Electric Company, email=andre.lanza@ge.com,
pseudoym=224c5188e1fe5022a90e8ef9d9c8b335bac
Date: 2022.04.13 09:57:31 -0400

Instrument Transformers LLC
1907 Calumet St
Clearwater, FL 33765
www.gegridsolutions.com