



AGENDA
CITY OF LAKE WORTH BEACH
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MARCH 30, 2021 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE:

AGENDA - Additions / Deletions / Reordering:

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

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

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [February 23, 2021](#)

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

- A. [Professional Services Agreement with NAES Corporation for North American Electric Reliability Corporation \(NERC\) compliance support services](#)
- B. [Resolution No. 12-2021 – Ratification of Florida Department of Environmental Protection Electric Vehicle Charging Infrastructure – Phase 2 Grant Application](#)

NEW BUSINESS:

- A. [First Amendment to the Purchase Agreement with ABB DE Inc., for magnetically actuated 38kV outdoor vacuum circuit breakers](#)
- B. [Task Order No. 7 with E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuits 0601, 0602 & 0604 Storm Hardening and Voltage Conversion](#)
- C. [Task Order No. 8 with E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuit 0603 Storm Hardening](#)
- D. [Third Addendum with Level One LLC](#)

ADJOURNMENT:

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
ELECTRIC UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 23, 2021 – 6:00 PM**

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

ROLL CALL: Present were; Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Scott Maxwell, Carla Blockson and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and Deputy City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: led by Commissioner Carla Blockson.

AGENDA - Additions / Deletions / Reordering:

There were no changes to the agenda.

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

Ed Liberty, Electric Utility Director, announced that there were four apprentice linemen who would be graduating and joining the EU staff and the electric vehicle charging stations were up and running at two locations with usage being tracked. He said that the electrical failures in Texas were the result of a perfect storm with many units being unavailable resulting in an increase of \$300,000 in the price of natural gas; the EU budget would be able to absorb the additional cost.

A. Customer Service Update

Mr. Liberty introduced Franco Bellitto, Customer Service Manager, who gave a roadmap of the new Customer Service projects. He said that a new vendor had been selected for the utility bills and that there would be a three to six month transition with a complete bill redesign. He stated that the vendor would save the City money and worked with several surrounding cities.

Mayor Triolo told Mr. Bellitto that the pricing for four color should be the same as black and white and to look at the cost difference for sending out separate bills.

Mr. Bellitto said that sending out two separate envelopes would be cost prohibitive.

Vice Mayor Amoroso asked where the physical bills would be mailed with the new vendor and if there was information about the drop box downtown.

Mr. Bellitto replied that the paper bills went to Tampa with a separate vendor for the lock box for the paper bills. He said that the redesigned bill would list all the ways to pay one's bill.

Mr. Bellitto explained that customer service hours had been Monday to Friday from 8 AM to 5 PM, after partnering with FMPA for a new vendor, hours had been extended to 8:00

AM to 8:00 PM seven days a week. He stated that there were customers calling multiple times a month with basic billing inquiries.

Mr. Liberty iterated that the City was notified when there was an outage and outages could be reported online. He stated that the calls could be whittled down with technology.

Vice Mayor Amoroso said that getting the right information out in different languages would be important. He expressed concern about the repeat calls.

Mr. Bellitto said that more messaging and technology were necessary. He iterated that currently customers called to ask simple questions and the changes to Call Management would utilize an AT&T hosted Interactive Voice Response (IVR) system with messaging in three languages; Phase 1 would be for the Customer Service line and Phase 2 for the Outage line.

Mayor Triolo asked if there could be a message about outages on the outage line.

Mr. Bellitto responded that there could be more detailed messaging in Phase 1 with targeted messaging in Phase 2.

Mr. Liberty said that the technology would be built to achieve those goals.

Vice Mayor Amoroso expressed concern about AT&T because there had been some problems with coverage and asked if Verizon had the same service available.

Mr. Bellitto responded that the coverage issues were related to cell towers while the IVR used computers and that there would be redundancy with vendors. He gave an update on the Prepay App ("Pay-as-you-go") which worked like Sunpass and would eliminate the need for a deposit; when the balance was low, the customer would get an alert to replenish and service would be disconnected if funds were not added.

Vice Mayor Amoroso spoke in favor of pay-as-you-go and asked about the platform regarding issues during a storm.

Mr. Bellitto said that customers could pay online, by phone, drop a check in the drop box, pay cash at 7-11 or mail a check. He stated that the pay app vendor was not the issue, but rather the billing vendor causing the hold up. He said that all of the new changes would require a new Utility Billing Software. He explained that all of the other components relied on the CIS billing system, which was outdated and more expensive over time and the new software would allow for increased staff efficiency.

Mr. Liberty stated that the need for modern day tools affected water and sewer in addition to the electric utility. He said that the investment would be made to improve customer service.

Vice Mayor Amoroso asked if the outdated software was Naviline and suggested sending a survey to customers that would include a space for updating their contact information.

Mr. Bellitto responded that it was Naviline and agreed to getting updated information.

Commissioner Maxwell asked about the cost of disconnecting and reestablishing service on the Pay app versus not using the app and the fairness of one over the other.

Mr. Bellitto answered that the customer would need to have a remote meter.

Mr. Liberty said that remote meters were installed in areas with high turnover and the cost was negligible, whereas without a remote meter, a worker would have to go out to the location to turn service on and off. He stated that there would not be a charge to the customer to switch to a remote meter. He said that an incoming customer would have the option to go with pre-pay without a credit check or deposit, or set up traditionally requiring a credit check and a deposit.

Mr. Bellitto said that he would be able to offer the pay-as-you-go option to customers who had been disconnected as they could add a past due balance and pay it down with each replenishment.

Commissioner Blockson said that the pay-as-you-go option would be a great option as it was easier and beneficial. She asked how a customer would be notified when their account balance was running low.

Mr. Bellitto replied that the app would give a low balance alert and a final alert before disconnection.

Mr. Liberty said that automatic replenishment would be available.

Vice Mayor Amoroso said that the pay-as-you-go app would cut down on the number of calls.

City Manager Bornstein said that there would be a reduction in the City's exposure to being left with outstanding and unpaid bills.

B. SHRIP Project Presentation

Mayor Triolo said that she had talked with Mr. Gill about adding to the system which Naviline would not accommodate and it was great to see the progress towards automation.

Walt Gill, Electric Utility Assistant Director, gave an update about the 26B1W13 Western Circuit and Hooper Construction Projects. He showed what was covered in Phase 1 and said that all system circuits were forced ranked with 26B1W13 ranked as the poorest performing. He stated that of the three-phase project, Phase 1 had been completed in July 2020 by an outside contractor and there had been substantial improvements with a reduction of 82.7% in affected customers, less outages and a reduction in outage minutes. He said that Phases 2 and 3 were 95% designed with construction scheduled to begin by summer. He showed the extensive project area for Hooper Construction and stated that the circuits were rated the second, third and fourth poorest performing on the list. He explained that the area issues included old insulators, open wires, lack of animal guards and bad poles and that 1948 poles would need to be examined and corrected. He said that if issues were not addressed, fires could occur causing sustained and extended outages.

Mr. Liberty thanked the IBEW workers for their ingenuity in addressing the issue.

Mr. Gill stated that internal line crews had begun the work, but due to its magnitude, Hooper Construction would complete a substantial number of tasks including examining, repairing and replacing equipment at the cost of \$2.4 million which had been approved by the commission. He stated that the work would be substantially completed in 90 business days with final completion in 110 business days. He showed images of the work that had been completed by the EU staff.

Vice Mayor Amoroso asked why wooden poles would be used rather than cement poles and asked if door hangers would be enough information and if the City could use the other cities to disseminate the information.

Mr. Gill responded that all poles were rated by class and there would be a different mix of poles to strengthen the system. He said that the vendors would put out door hangers 72 hours in advance and the City would send automatic phone calls with the outage information to affected customers at 72, 48 and 24 hours.

Mr. Liberty said that a lot of what the EU was doing was based on best practices.

Mayor Triolo asked if EU workers would be used on other upgrades.

Mr. Liberty stated that crews were working on capital work six days a week, which also allowed for quicker response time to outages on the weekend. He said that the City did not have the equipment to lift concrete poles so contractors were needed for that work, but EU staff would continue to be used on various projects.

The meeting recessed at 7:52 PM and reconvened at 8:07 PM.

Commissioner Maxwell left the meeting at 7:52 PM.

C. Presentation of the Annual Report

Mr. Liberty said that the annual report would be both printed and posted on the website. He said that the EU had a plan and the funding and was moving forward. He reported that there were many large projects in the planning stages and other projects would ramp up in the coming months. He said that costs and wholesale prices were continuing to be reduced, the load was growing and \$44 million had been acquired and pledged to harden the system. He spoke about equitable access for customers so that payments could be made in cash in many locations around the state and country. He iterated that the EU was weather driven and had put \$14 million into the local community. He said that more solar would come online in 2023 going from 1.7% to over 37%, resulting in the lowest carbon footprint in the state of Florida by 2024, with the next level of investment in battery storage. He stated that the report contained both structural and occupational progress showing how the EU has progressed in the past three years.

Mayor Triolo said that residential rates would continue to be low and she looked forward to a conversation about commercial rates. She asked if there were incentives still in place.

Mr. Liberty stated that the EU desired to be equitable and correct. He said that residential rates were close to par but commercial rates would need to be addressed. He responded that there were still incentives available.

City Manager Bornstein said that years ago there was a fight over keeping or getting rid of the EU because many people left the City due to the high rates. He stated that the EU was now a valued asset and had become the brand to entice new residents and businesses to the City. He gave kudos to the commission for approving the bonds to allow the infrastructure to be addressed and for turning around the EU to be a source of pride for the City. He expressed gratitude to the EU staff for what the team had been able to do and said that the improvement could not be overstated.

The commission thanked Mr. Liberty for his hard work.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Deputy City Clerk Coyne said that there were no public comments.

APPROVAL OF MINUTES:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Blockson to approve the following minutes:

A. January 26, 2021

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Maxwell.

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

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

A. First Amendment to the Purchase Agreement with Gresco Utility Supply, Inc for Single-Phase Voltage Regulators

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Maxwell.

PUBLIC HEARINGS:

There were no Public Hearing items on the agenda.

UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

NEW BUSINESS:

A. Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 06-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SR-802 (NORTH DIXIE HIGHWAY) SIGNALIZATION AND LIGHTING IMPROVEMENTS PROJECT; AUTHORIZING THE EXPENDITURE OF \$44,443 AS THE CITY'S SHARE OF THE PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND, FOR OTHER PURPOSES

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to approve Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue

Deputy City Clerk Coyne said that there were no public comments.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Maxwell.

ADJOURNMENT:

Action: Motion made by Vice Mayor Amoroso and seconded by Commissioner Blockson to adjourn the meeting at 8:27 PM.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Maxwell.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: March 30, 2021

EXECUTIVE BRIEF

ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

Professional Services Agreement with NAES Corporation for North American Electric Reliability Corporation (NERC) compliance support services

SUMMARY:

The Professional Services Agreement authorizes NAES Corporation to provide the City with NERC compliance and support services at a cost not to exceed \$72,000 per year for Fiscal Years 2021, 2022 and 2023.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 21-201) seeking proposals from qualified NERC support service firms to provide and ensure the City has up to date procedures, policies and training to meet the requirements of the current NERC standards. Two firms provided proposals and NAES Corp. was determined to be the highest ranking, responsive and responsible respondent. The term of the Agreement is for three (3) years with two (2) additional single-year renewal options.

NAES has become a leader in NERC compliance and has the experience and internal skill-sets to ensure delivery of comprehensive NERC compliance strategy to their clients. NAES has invested substantial resources to build an experienced team that includes former regional auditors and industry experts. NAES has completed over 200 NERC compliance service projects with over 190 successful NERC audits.

Their services range from compliance program development, gap analyses of existing programs, consulting services, training, audit preparation, and compliance program oversight. Their oversight services include Generator Owner (GO), Generator Operator (GOP), Transmission Owner (TO), Transmission Operator (TOP), and Distribution Provider (DP).

NAES is itself a Registered Entity with experience in all six NERC regions. This provides a unique perspective as a user and proven experience in compliance support service that is unparalleled in the industry, delivering long-term and sustained value to each customer.

NAES Corporation has been providing NERC compliance support services to the City's Electric Utility since 2017. Their goal and function are to ensure the City is maintaining up to date procedures, policies and training to meet the requirements of the current NERC standards for the duration of the Agreement. A full scope of services is provided in RFP 21-201 accompanying this staff report.

MOTION:

Move to approve/disapprove the Professional Services Agreement with NAES Corporation for North American Electric Reliability Corporation (NERC) compliance support services at a cost not to exceed \$72,000 per year for Fiscal Years 2021, 2022 and 2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement
RFP 21-201

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|--------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$72,000 | 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 | \$72,000 | 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 No. 401-6034-531-34.50.

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|--|----------------|-------------|-----------------|--------------------|-----------|
| 401-6020-531-34.50 | Contractual Servs/Other Contractual Servcs | | \$196,879 | \$196,879 | -\$72,000 | \$124,879 |

PROFESSIONAL SERVICES AGREEMENT
(NERC SUPPORT SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **NAES Corporation**, a corporation authorized to do business in the State of Florida (“Consultant”).

RECITALS

WHEREAS, the City issued a Request for Proposal (No. 21-201) for NERC support services to ensure the City has up-to-date procedures, policies, and training to meet the requirements of the current NERC standards and for the duration of the resulting contract (“RFP”); and

WHEREAS, Consultant has provided the City with a written proposal in response to the RFP to provide the services as described and set out in the RFP; and

WHEREAS, the City desires to accept Consultant’s proposal in order for Consultant to render the services to the City as provided herein; and

WHEREAS, Consultant further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

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

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 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. The Consultant shall provide NERC support services to the City as more specifically described in RFP, which is incorporated herein by reference.

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 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 by the City Commission and shall be for an initial term of three (3) years unless earlier terminated as stated herein. The parties may extend the term for additional two (2) one-year periods by amendment to this Agreement. The City Manager is authorized to approve an amendment to this Agreement to extend the term as set forth herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule as set forth in RFP or as otherwise agreed between the parties.

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 event without being in default of this Agreement, but upon the removal of such force majeure event, 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 sub-consultant's 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 one hundred eighty (180) 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 for breach shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business 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 sub-consultants.
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 services provided prior to the date of termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation existing under the laws of the State of Florida, and as such, this Agreement (and all Exhibits 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 Consultant in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the City under this Agreement and not set forth in **Exhibit "A"**. For additional hourly rate services and related reimbursable expenses, the Consultant must receive prior written approval from the City before providing any services to be charged under the hourly rate.

b. Invoices. Consultant shall render invoices to the City for services that have been rendered in conformity with this Agreement, the RFP, and the rate schedule set forth in **Exhibit "A"**. The monthly invoices shall set forth the Total Annual Cost (at monthly increments) as set forth in Exhibit "A" (inclusive of reimbursable costs associated with the Total Annual Cost). The monthly invoices shall also include any additional hourly rate services and related reimbursable expenses, which have received the prior written approval of the City. 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 be reviewed for approval and if an invoice is not approved, the City will notify Consultant within ten (10) days of deficiencies in the invoice. Once the deficiencies are corrected and a new or amended invoice submitted, the City shall make payment within twenty (20) days. Invoices will normally be paid within thirty (30) days following the City's receipt of Consultant's invoice.

SECTION 6: INDEMNIFICATION. Consultant 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 Consultant, its officers, directors, employees, representatives and agents employed or utilized by 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 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. 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 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 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, 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. Consultant is not authorized to use the City’s Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, 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 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 liability policies will name the City as an additional insured on a primary, non-contributing 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 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 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. 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 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. 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. 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 Consultant, shall be sent to:

NAES Corporation
Attn: Alan Bull
1180 NW Maple St. Ste 200
Issaquah, WA 98027

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 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 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, 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 signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, Consultant acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. 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, the RFP (which is incorporated herein by reference), 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, the RFP, and **Exhibit "A"**, the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by Consultant in **Exhibit "A"** to the City shall become the property of the City. 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 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 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. 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 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 Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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: SCRUTINIZED COMPANIES.

(a) 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if 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, 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if 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) Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) 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) Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, 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 37: 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.

SECTION 38: LIMITATION OF LIABILITY. Notwithstanding any other provisions to the contrary in this Agreement: (a) under no circumstances shall either party hereto be liable to the other party for any consequential, indirect, special, exemplary, punitive, economic or incidental damages of any kind whatsoever (including damages for loss of business, revenue, profits, use or goodwill), whether the claims are based on contract, tort, errors and omissions, indemnity, warranty, negligence, strict liability, or are based on express or implied duties or obligations; and (b) the cumulative, aggregate liability of the Consultant to the City arising from or in connection with this Agreement or the services shall not exceed the total compensation payable by the City to the Consultant under this Agreement; provided, however, that such liability cap shall not apply to claims arising out of the gross negligence or willful misconduct of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by Consultant in the performance of the services under this Agreement or any insurance proceeds up to the required amount of coverage under this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (NERC Support Services) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

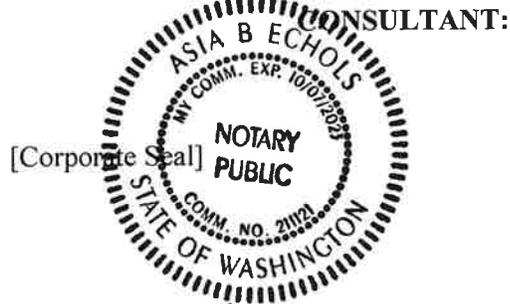
By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



By: _____
Print Name: CHARLES J. HOON
Title: SVP Power Services

STATE OF Washington
COUNTY OF King

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 16 day of March 2021, by Charlie Hoon, as the Senior VP power services [title] of NAES CORPORATION a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Asia Echols
Notary Public Signature
Notary Seal:

EXHIBIT "A"
Consultant's Rate Schedule
(pages 13 and 14 only)

D. Cost Effectiveness

NAES is offering our annual NERC oversight service on a fixed price basis. We have also included time and materials (T&M) rates for customization of templates or additional NERC and environmental compliance support outside of the defined scope of work.

| Pricing Schedule | |
|--|---------------------|
| Description | Pricing \$US |
| Annual Oversight Service* | \$69,500/year |
| Travel Expenses (estimate – assumes one annual onsite visit) | \$2,500/year |
| Total Annual Cost (estimate) | \$72,000 |

*Pricing is based on a three-year term (with two one-year extensions at CLWBEU’s option), travel is not included in the fixed price and will be billed at cost +10%. Travel estimated at \$2,500 per year but will only be charged as expended. Fixed Fee to escalate annually on January 1 (beginning 2022) at 3% per annum.

Additional consulting and professional services will be performed using the following resource time and material matrix. Additional site visits requested by CLWBEU are estimated to cost \$2,500 for travel expenses.

| Rate Schedule | |
|---|------------------|
| NERC Support Position | Rate \$US |
| Director, NERC Services | \$312 per hour |
| Supervisor, NERC Services | \$232 per hour |
| NERC Compliance Testing Specialist | \$232 per hour |
| Senior NERC/CIP Reliability Specialist | \$210 per hour |
| Senior Physical Security Consultant | \$210 per hour |
| NERC/CIP Reliability Specialist; CIP Technical Consultant | \$199 per hour |
| Project Coordinator / Analyst | \$170 per hour |
| Documentation & Quality Control | \$134 per hour |
| Environmental Support Position | Rate \$US |
| Senior Environmental Specialist | \$238 per hour |
| Environmental Specialist | \$230 per hour |

Billing Rates. Payroll and payroll related personnel costs and expenses of NAES' employees and overhead shall be reimbursed at the above hourly billing rates which shall be applied to the total hours expended by NAES employees in performance of additional time and material work, including any necessary travel time. These hourly-billing rates shall remain fixed for all time and materials work performed through December 31, 2021. For time and materials work performed after December 31, 2021, the hourly billing rates shall be escalated by 3 percent annually on January 1.

Expenses. Expenses incurred by NAES shall be charged at actual cost + 10%, and shall include the following, if applicable:

- Reasonable living expenses for NAES employees when traveling on project-related business in accordance with NAES corporate policies,
- All air and ground transportation by the most direct and practicable route between the consultant's home and the work site as per NAES corporate travel policy, together with associated travel costs such as airport taxes, fees, and other similar charges; and

Assumptions. Pricing is based upon the following assumptions:

- The annual oversight is based on a three-year term with two one-year extensions at CLWBEU's option. The fixed fee does not include travel and expenses.
- Pricing is based on the current requirements and designation of the facilities as Low Impact per CIP-002-5.1. Any changes to these requirements or interpretations of acceptable compliance by NERC may result in scope revision and fee adjustments.
- Pricing does not include hardware, software, or services such as relay testing, and materials that may be required for the facility to become or remain in compliance with the current or future requirements.
- CLWBEU will provide liaison(s) to work with NAES in the performance of the services.
- Temporary or permanent on-site office and storage facilities, including desks, telephone, and access to office equipment (excluding computers), for NAES personnel use during the on-site work activities will be provided by CLWBEU at no cost to NAES.
- NAES will add any/all expenses, fees or taxes levied by governmental authorities in the conduct of the scope of services except for NAES U.S. corporate income tax obligations.



REQUEST FOR PROPOSALS

NERC SUPPORT SERVICES

RFP NO. 21-201



Financial Services
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1654

RFP #21-201

NERC SUPPORT SERVICES

The City of Lake Worth Beach, Florida, is requesting proposals from qualified NERC support services companies to ENSURE the City has up to date procedures, policies and training to meet the requirements of the current NERC standards for the duration of the contract. The goods and/or services will be required to ensure documentation, training and applicable evidence to meet all requirements under the NERC Rules of Procedure, and Florida Regional Reliability Corporation (FRCC) serves as a regional entity with delegated authority from the North American Electric Reliability Corporation (NERC) statutory responsibility set forth in section 215(e) of the Federal Power Act as well as 18 C.F.R. §39.7. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

Time is of the essence and any proposal received after **3:00 PM, November 24, 2020**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the RFP (hereafter "Respondents") are responsible for ensuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the RFP are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the RFP by contacting the Financial Services office at purchasing1@lakeworthbeachfl.gov or from lakeworthbeachfl.bidsandtenders.net. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this RFP opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them. To ensure receipt of the latest information and updates via email regarding this RFP, or if a Respondent has obtained this RFP Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the RFP opportunity.

All proposals must be mailed to:

City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460

The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.

ENVELOPE MUST BE IDENTIFIED AS RFP # 21-201 NERC SUPPORT SERVICES

PUBLISHED: November 1, 2020 - Palm Beach Post

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth Beach, Florida, is requesting proposals from qualified NERC support services companies to ENSURE the City has up to date procedures, policies and training to meet the requirements of the current NERC standards for the duration of the contract. The goods and/or services will be required to ensure documentation, training and applicable evidence to meet all requirements under the NERC Rules of Procedure, and Florida Regional Reliability Corporation (FRCC) serves as a regional entity with delegated authority from the North American Electric Reliability Corporation (NERC) statutory responsibility set forth in section 215(e) of the Federal Power Act as well as 18 C.F.R. §39.7. A complete scope of services is attached as **Exhibit "A"** and incorporated into this Request for Proposals ("RFP").

2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, November 24, 2020**, whether by mail or otherwise may be rejected by the City. **The City Offices remain closed to the public at this time and cannot accept deliveries in person.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the RFP number, title, and date and hour proposals are scheduled to be received. Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this RFP are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to insure that all pages are included. Therefore, all Respondents are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this RFP will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this RFP should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov and must be received by the date set forth below for questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this RFP or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves

the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

4. PROPERTY OF THE CITY

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

5. RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

- Questions from Potential Respondents Due November 11, 2020 - 4:00 PM
- Proposal Due Date and Time November 24, 2020 - 3:00 PM
- Proposal Evaluation December, 2020
- Contract Negotiations/Approval December, 2020

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this RFP. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process.

7. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFP. Therefore, all Respondents shall complete the City's Campaign Contribution Statement attached to this RFP as Exhibit "C". Failure to complete will result in rejection of the Respondent's proposal.

8. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the Respondents. It is the responsibility of each Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its agents provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or agents, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Respondent or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this RFP. Following submission of a proposal, each Respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this RFP, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

9. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting contract will be negotiated with successful Respondent. **It is the intention of the City to award the contract for three (3) consecutive years with the possibility to extend the term for additional two (2) one-year periods.**

If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is in the best interests of the City.

Awarded contracts which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this RFP, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.
- C. The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

11. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this RFP. The selected Respondent will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent’s response to this RFP shall substantially conform in all material respects to the requirements and criteria set forth in the RFP. This includes such aspects as following RFP instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform the requirements identified in this RFP documents. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into consideration the Respondent’s past performance on any contract involving similar work and/or services; the Respondent’s skill and business judgment; the Respondent’s experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent’s, its proposed personnel’s and subcontractor’s ability to perform the solicited work and/or services.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered “Qualified”, a Respondent must receive a minimum aggregate average of 70 points.**

| EVALUATION CRITERIA | Points Awarded |
|---|----------------|
| Responsiveness to RFP 1. Comprehensiveness of proposal 2. Completeness of proposal | 0 – 10 points |
| Cost Effectiveness 1. Hourly rate of personnel or for services | 0 - 20 points |

| | |
|---|---------------|
| 2. Yearly rate schedule based on the contract duration | |
| Successful Experience and Qualification of Staff <ol style="list-style-type: none"> 1. Experience with similar sized cities/public entities 2. Evidence of actual performance based on violations at other clients based on DOCUMENTATION FAILURE provided by the consultant. (Does not include actual performance of the work required to meet the documentation which is the responsibility of the client) 3. Respondent's experience in EPA rules and regulations 4. Respondent meets NERC Standard CIP-004-6 R3 (7 year background check) 5. Staff qualifications and subject knowledge 6. Evidence of experience and skill 7. Evidence of availability to deliver in the timeline as defined in the solicitation | 0 - 35 points |
| Similar Projects and References <ol style="list-style-type: none"> 1. Prior experience with three (3) similar projects, preferably in the State of Florida 2. References from at least (3) entities for similar projects or work | 0 – 30 points |
| Default, Termination, Litigation, Debarment, etc. <ol style="list-style-type: none"> 1. Instances of a default under a similar project or contract; 2. Instances of litigation related to a similar project or contract; 3. Instances of on any debarment by a local, state or federal governmental entity | 0 – 5 points |

Total

100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

12. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, one (1) copy, and one (1) electronic copy on external drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number.

Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

Table of Contents

Outline in sequential order the sections of the proposal. The sections should match with the evaluation criteria.

Respondent Information Page

Exhibit "C" hereto.

Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected.
- Respondent's understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

Proof of Licenses (unlimited)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

Cost Effectiveness (unlimited)

Proposers are to provide an hourly rate schedule for all principals and personnel who will be providing the requested services beyond the fixed fee for services not included on the fixed fee proposal. The rates provided will be the basis for tasks and projects issued to the selected proposer.

Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe, including a proposed project timeline. Information regarding dedicated staff and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

Similar Projects and References (unlimited)

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their NERC compliance experience & skill and include whether the project was completed on time and within budget.

Respondents shall provide a minimum of three (3) references on the forms provided demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Default, Termination, Litigation, Debarment, etc. (unlimited)

Respondents should provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. **The summary shall state the nature of the default, termination, litigation, debarment or a brief description of the outcome or projected outcome, and the monetary amount involved. If none, state as such.**

Appendix

Other Relevant and Supporting Documentation (optional).

13. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS

By submitting a proposal, the Respondent warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.

D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the RFP, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

14. PROTESTS

Any actual Respondent who is aggrieved in connection with this RFP may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

15. EXHIBITS

This RFP consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|---|
| A. Exhibit "A" | Scope of Services |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (submit with proposal) |
| D. Exhibit "D" | Similar Projects (submit with proposal) |
| E. Exhibit "E" | References (submit with proposal) |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal) |
| G. Exhibit "G" | Scrutinized Companies Certification |
| H. Exhibit "H" | A Responsibility Matrix on responsibilities of the Consultant & responsibilities of the City of Lake Worth Beach. |

16. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

17. PUBLIC ENTITY CRIMES.

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

18. SCRUTINIZED COMPANIES

A. 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.

B. 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.

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

D. 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.

E. 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.

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.

END OF RFP
RFP EXHIBITS FOLLOW

EXHIBIT "A"

RFP # 21-201 NERC SUPPORT SERVICES SCOPE OF SERVICES

Annual NERC Services and Environmental Support for City of Lake Worth Beach

Scope of services shall provide oversight and management of the NERC compliance program for all applicable Operations and Planning and CIP Reliability Standards at the City of Lake Worth Beach Electric Utility (CLWBEU). Compliance program oversight and management includes performing updates to the existing NERC Operations and Planning program documents, supporting documentation implementation for all applicable standards, ongoing compliance program reviews, conducting quarterly reporting and providing annual training. The consultant shall provide the professional support to maintain a high-quality NERC compliance program.

SCOPE OF SERVICE REQUIREMENTS:

1. Revise existing, or develop new, compliance program documents and procedures needed to remain compliant with existing NERC standards and/or become compliant with new or revised NERC standards.
2. Maintain the proper documentation to maintain compliance with applicable NERC Reliability Standards.
3. Assist with the preparation and submittal of periodic regional compliance filings, including annual self-certifications and risk based assessments. This will be done via webinar with appropriate site personnel.
4. Monitor the status and progress of active Mitigation Plans and Self Reports. For the sake of clarity, all self-reports, mitigation plans, regional data requests, NERC alert responses, and self-certifications will be submitted by CLWBEU personnel.
5. Conduct quarterly compliance program assessments to identify non-compliance, or potential non-compliance, with applicable standard requirements, and implement corrective action to address deficiencies if any. Assist with the preparation of associated Mitigation Plans and Self Reports.
6. Conduct individual interviews and assist qualified trainers in the documentation of assessments of the CLWBEU operators twice a year. Conduct periodic training sessions for operators via webinar or during one of the quarterly site visits to maintain compliance with the currently-effective version of PER-005.
7. On a quarterly basis, travel to the City of Lake Worth Beach to ensure on-going compliance. Such visits will include training as required, reviews of the issues and actions lists, provide gap analysis of all standards with upcoming self-certifications. Perform unescorted onsite data collection at CLWBEU substations and generating facilities, as requested by CLWBEU.
8. Coordinate with CLWBEU and plant personnel on the performance of required compliance testing (such as required testing for PRC, MOD, and other NERC Standards), including review of any requests for proposal for third-party contractor testing and reviews of testing reports and records for adherence of documentation to NERC Standards and requirements.
9. As requested by CLWBEU, provide assistance in developing and/or revising Internal Compliance Program documents, and operators' and/or compliance managers' job descriptions in order to support a strong culture of compliance.
10. Prepare and issue a quarterly status report to CLWBEU, as required by NERC and/or Regional Entity.
11. Annually prepare pre-audit check sheets (NERC Reliability Standards Audit Work Sheets [RSAWs]) in preparation of scheduled audits or spot checks by FRCC and provide support through the completion of the audit or spot check, including requests for information and negotiation of potential non-compliance with region enforcement staff.

12. On an annual basis, consultant shall coordinate a mock audit of CLWBEU's compliance documentation to be performed by an outside entity as selected in coordination with CLWBEU.

CLARIFICATIONS:

13. CLWBEU does not have an Under Voltage Load Shed (UVLS) that protects the Bulk Electric System (BES).
14. CLWBEU has an Under Frequency Load Shed (UFLS) that protects the BES.
15. No SPS or RAS protection scheme exists for CLWBEU.
16. CLWBEU does have disturbance monitoring equipment installed.
17. CLWBEU is not part of any cranking path.
18. CLWBEU does not have Capacity Benefit Margin (CBM).
19. CLWBEU total generating capability connected to a BES bus is under 100 MVA.
20. CLWBEU does have generating capability greater than 20 MVA connected to BES.
21. CLWBEU does not have black start units for the BES.
22. CLWBEU does have load responsive protection systems.
23. CLWBEU is not part of a Joint Functional Registration (JFR) or Coordinated Functional Registration (CFR) agreement with another entity. CLWBEU is also not part a Nuclear Plant Interface Requirement (NPIR) with any nuclear facility.
24. CLWBEU falls under Low Impact for CIP.
25. CLWBEU is currently up to date on all known and current standards. A review of these are expected upon reward of contract.

EXHIBIT "B"

**RFP # 21-201 NERC SUPPORT SERVICES
CITY CAMPAIGN CONTRIBUTION STATEMENT**

This RFP is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

- 1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
- 4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 201__.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

RFP # 21-201 NERC SUPPORT SERVICES
RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____

Signature

Print Name

Title: _____

Physical
Address: _____

Street

City

State

Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent.

EXHIBIT "D"
RFP # 21-201 NERC SUPPORT SERVICES
SIMILAR PROJECTS

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project.

Completed Project #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project #3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

EXHIBIT "E"

**RFP # 21-201 NERC SUPPORT SERVICES
REFERENCES**

List below, or on an attached sheet, list references per RFP requirements for providing NERC Support services. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

EXHIBIT "F"

RFP # 21-201 NERC SUPPORT SERVICES
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"

RFP # 21-201 NERC SUPPORT SERVICES SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By:

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by _____, who was physically present, as _____ (title), of _____,
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

Printed Name of Notary _____

My Commission expires: _____

EXHIBIT “H”

RFP # 21-201 NERC SUPPORT SERVICES

RESPONSIBILITY MATRIX – CONSULTANT VS. CITY OF LAKE WORTH BEACH

| CONSULTANT RESPONSIBILITY | CITY OF LAKE WORTH BEACH RESPONSIBILITY |
|---|--|
| Activities | |
| 1. Monitor NERC and the Regional Organization Standards for new or revised requirements. | Respond to direction by consultant with respect to new or revised NERC and Regional Organization Standards requirements. |
| 2. Revise existing, or develop new, compliance program documents and procedures needed to for the City of Lake Worth Beach to remain compliant. | Review and approve modified or new documents. |
| 3. Assist The City of Lake Worth Beach in the implementation of revised or new compliance documents and procedures. | Implement revised or new compliance documents and procedures. |
| 4. Assist The City of Lake Worth Beach in the preparation of periodic regional compliance filings, including self-certifications and risk based assessments. This will be done via webinar with appropriate site personnel. Approve all periodic data submittals and self-certifications. | Review of periodic regional compliance filings, including self-certifications and risk based assessments. |
| 5. Assist The City of Lake Worth Beach with response to NERC Alerts. | Review and approve documents in response to NERC Alerts. |
| 6. Conduct annual training for plant staff to ensure reliability standard requirements are well understood at a site level in combination with one of the quarterly visits outlined below. | Identify personnel and schedule training for plant staff. |
| 7. Conduct quarterly onsite assessment of site compliance program to identify non-compliance, or potential non-compliance, with applicable standard requirements and recommend corrective action to address deficiency. | Provide liaisons to support the quarterly-annual onsite assessment of site compliance program. |
| 8. Monitor the status and progress of active Mitigation Plans and Self Reports. | Respond to direction provided by consultant with respect to Mitigation Plans and Self Reports. |
| 9. Establish and maintain a list of “Action Items” required to be performed by the City of Lake Worth. | Review and comment on “Action Items” provided by consultant. |
| 10. Prepare and issue a Quarterly Summary report. | Review and comment on Quarterly Summary report. |

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

Resolution No. 12-2021 – Ratification of Florida Department of Environmental Protection Electric Vehicle Charging Infrastructure – Phase 2 Grant Application

SUMMARY:

The resolution ratifies the submission of an application to Florida Department of Environmental Protection (FDEP) for Electric Vehicle Charging Infrastructure (EVCI) – Phase 2 Grant for an estimated grant award of \$176,618 to be used for a Level 2 Electric Vehicle charging station at 2001 10th Avenue North, Lake Worth Beach, FL 33461.

BACKGROUND AND JUSTIFICATION:

The Florida Department of Environmental Protection (FDEP) issued a Request for Applications to provide funding under the Diesel Emissions Mitigation Program (DEMP) for Electric Vehicle Charging Infrastructure (EVCI) Phase 2 along several Interstate Highways for Fiscal Year 2020-2021. The primary objective of EVCI Phase 2 is to provide sufficient fast charging opportunities in the event of an evacuation due to natural disaster. Daily use of these charging stations may benefit regional and local economies through encouraging electric vehicle adoption, increasing tourism, and meeting local sustainability and resilience goals. The grant is intended to add at least 2 fast chargers per charging station location and will add a minimum of 64 fast chargers along the interstate highway system.

On January 19, 2021, the City submitted the EVCI Phase 2 grant application for DEMP funding consideration. The City's grant application consists of one Level 2, fast charging station to be located at 2001 10th Avenue North, Lake Worth Beach, FL 33461. This location was selected in cooperation with the property owner as the site offers multiple amenities including Fun Depot, a family entertainment center with 45,000 square feet of entertainment including a game room, go-carts, bowling, a recently added full-service restaurant and bar, ice-cream shop and laser tag. This location also features a 24-hour Dunkin', El Guanaco an El Salvadorian Restaurant, Latin Bakery & Café, Barber Shop and multiple other establishments within walking distance.

The proposed site location allows for various amenities and easy entry and exit on to the highway. The EV Charging Stations will be provided reliable power via a 26kV primary feeder from the City's 7th Ave North Substation which is located approximately 0.14 of a mile to the south and is currently scheduled for complete rebuild. This location will allow for a quick and stable connection to the power grid and met all of the Grant application criteria.

If awarded, funding for the project will consist of a combination of DEMP grant funds and City funds since the site is not on governmental owned property. The contributions from DEMP funding is approximately \$130,118 or 73.7% of the total cost and City funding is approximately \$46,500 or 26.3% of the total cost. This funding is subject to availability and approval by the City Commission.

MOTION:

Move to approve/disapprove Resolution No. 12-2021 ratifying the Florida Department of Environmental Protection Electric Vehicle Charging Infrastructure – Phase 2 Grant Application.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 12-2021
Grant Application Volume I
Grant Application Volume II

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RESOLUTION NO. 12-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RATIFYING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PHASE 2 FUNDING AND THE CITY'S COST SHARE; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS NECESSARY FOR THE APPLICATION; AND PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of Environmental Protection (FDEP) announced the availability of funding under the Diesel Emissions Mitigation Program (DEMP) for the purchase and installation of Level 2 Electric Vehicle Charging Stations; and

WHEREAS, the City is eligible to apply for an estimated based allocation of \$130,118 in DEMP funds; and

WHEREAS, if the City receives the DEMP funds, the City will provide an estimated cost share in the amount of \$46,500 for the proposed project on non-governmental owned property; and

WHEREAS, the City intends to use its DEMP funding allocation for the purchase and installation of at least one (1) Level 2 Electric Vehicle Charging Station at 2001 10th Avenue North, Lake Worth Beach, Florida, due to numerous amenities available at this location; and

WHEREAS, the City promptly submitted an application to the Florida Department of Environmental Protection for DEMP funding and, under the City's grant policy, said application must be ratified by the City Commission for funding and budgeting purposes; and

WHEREAS, the City has determined that the application for DEMP funding serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby ratifies the City's application to the Florida Department of Environmental Protection for DEMP funding in the estimated amount of \$130,118 and the estimated cost share in the amount of \$46,500 for the purchase and installation of a Level 2 Electric Vehicle Charging Station within the City's jurisdiction.

47 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
48 authorizes Michael Bornstein, City Manager, to execute all documents reasonably
49 necessary for the City’s application for the DEMP funding.

50
51 SECTION 3: Upon execution of the resolution, one copy shall be provided to the City
52 Manager’s Office. The fully executed original shall be maintained by the City Clerk as a
53 public record of the City.

54
55 SECTION 4: This resolution shall become effective upon adoption.

56
57 The passage of this resolution was moved by Commissioner _____,
58 seconded by Commissioner _____, and upon being put to a vote, the
59 vote was as follows:

- 60 Mayor Betty Resch
- 61 Commissioner Sarah Malega
- 62 Commissioner Christopher McVoy
- 63 Commissioner Kimberly Stokes
- 64 Commissioner Herman Robinson

65
66 The Mayor thereupon declared this resolution duly passed and adopted on the 30th
67 day of March, 2021.

68 LAKE WORTH BEACH CITY COMMISSION

69
70
71 By: _____
72 Betty Resch, Mayor

73
74 ATTEST:

75
76
77 _____
78 Deborah M. Andrea, CMC, City Clerk
79

Volume I – Business Information and Past Performance

Segment Number: 17

- 1. Business Model – A detailed explanation of the applicant or applicants, the role or roles of each entity, and the value of those entities based on the sustainability of the business model, experience, and role within the region or industry. If a lead applicant is participating in more than one partnership, then the lead applicant must submit one Volume I per partnership.**

General Information and Location:

The City of Lake Worth Beach is pleased to apply for the Florida Department of Environmental Protection, Electric Vehicle Charging Infrastructure (EVCI) Phase 2 Grant opportunity under RFA No. EVCI-RFA-02 for Segment 17, located in Palm Beach County.

The City of Lake Worth, Florida ("City"), was incorporated as a municipality under the laws of the State of Florida in 1913. In March 2019, voters of the City formally approved the name change to Lake Worth Beach. The City is located in Palm Beach County, and is bounded by West Palm Beach on the north, the Town of Lantana on the south, the Intracoastal Waterway and Atlantic Ocean on the east and various municipalities and areas of unincorporated Palm Beach County on the west.

The City is primarily a residential community with a total area of 6.46 square miles according to the United States Census Bureau. The 2019 Census estimate set the City's population at approximately 38,484. The median age of City residents has declined over the past two decades from 50 years to 40 years. Tourism, retail and construction are the main industries supporting the local economy. Over the past few decades, the City downtown and historic neighborhoods have undergone a cultural renaissance. The City includes a quarter-mile beach, an oceanfront park, a municipal pier, a cultural plaza, and a golf club located on the Intracoastal Waterway, among other attractions. The City is served by major highways, including Interstate I-95 and the Florida Turnpike and the Palm Beach International Airport is just 7.5 miles outside of the City.

Government:

The City Commission is comprised of five members who serve overlapping three year terms. All members are elected on a nonpartisan basis by residents of the City. The commissioners are elected representing the four designated districts in the City. The Mayor is elected at-large to serve as the presiding officer at City Commission meetings and as the official head of the City of Lake Worth Beach for legislative and ceremonial purposes. The City Commission is responsible for adopting ordinances and other policy directives and legislation for the operation of the City, for approving the City's budget, for setting rates for taxes and fees, and for appointing the City Attorney and members of the various Boards and Agencies in the jurisdiction.

The current Mayor, Commissioners and the years in which their terms expire are listed below:

| <u>Official</u> | <u>Beginning Term</u> | <u>Term Expires</u> |
|-------------------|-----------------------|---------------------|
| Pam Triolo, Mayor | March 2018 | March 2021 |

| | | |
|-----------------------------------|----------------------|------------|
| Andy Amoroso, Vice Mayor | March 2018 | March 2021 |
| Scott Maxwell, Vice Mayor Pro Tem | March 2018 | March 2021 |
| Carla Blockson, Commissioner | Appointed –Dec. 2020 | March 2021 |
| Herman Robinson, Commissioner | March 2019 | March 2022 |

City Administration:

The administration of the City is conducted by the City Manager, who serves as the Chief Executive Officer. The City Manager, who is appointed by the Commission, provides leadership in administration of policies and objectives formulated by the Commission. The Assistant City Manager and department heads are appointed by the City Manager and work closely together with the City Manager to provide policy recommendations regarding the health, safety and welfare of the community to the City Commission.

Strategic Plan:

Mission, Vision and Values

While the City had been acting strategically for the previous seven years, the City Commission formalized their actions and adopted the five (5) year Strategic Plan on June 18, 2019. This Plan documents and itemizes our pursuits to create a unified guiding document to direct our decisions and actions to build a reality based on our dreams making Lake Worth Beach Bold & Beautiful, Exciting and Enthusiastic, Ambitious and Artsy, Compassionate and Confident ... but most importantly HOME!

The adoption of the Strategic Plan completes the City Commission’s tools that guide the City. The triad of tools includes the Comprehensive Plan, Strategic Plan, and Annual Budget. The Strategic Plan aids in the making of critical policy and budgetary decisions about investing resources TODAY in order to maximize performance in the FUTURE.

Pillars

The City adopted Core Values that all city employees embrace and exemplify. The values are Team Work; Ethics; Accountability and Transparency; Commitment to Innovation and Excellence; and Honesty and Integrity.

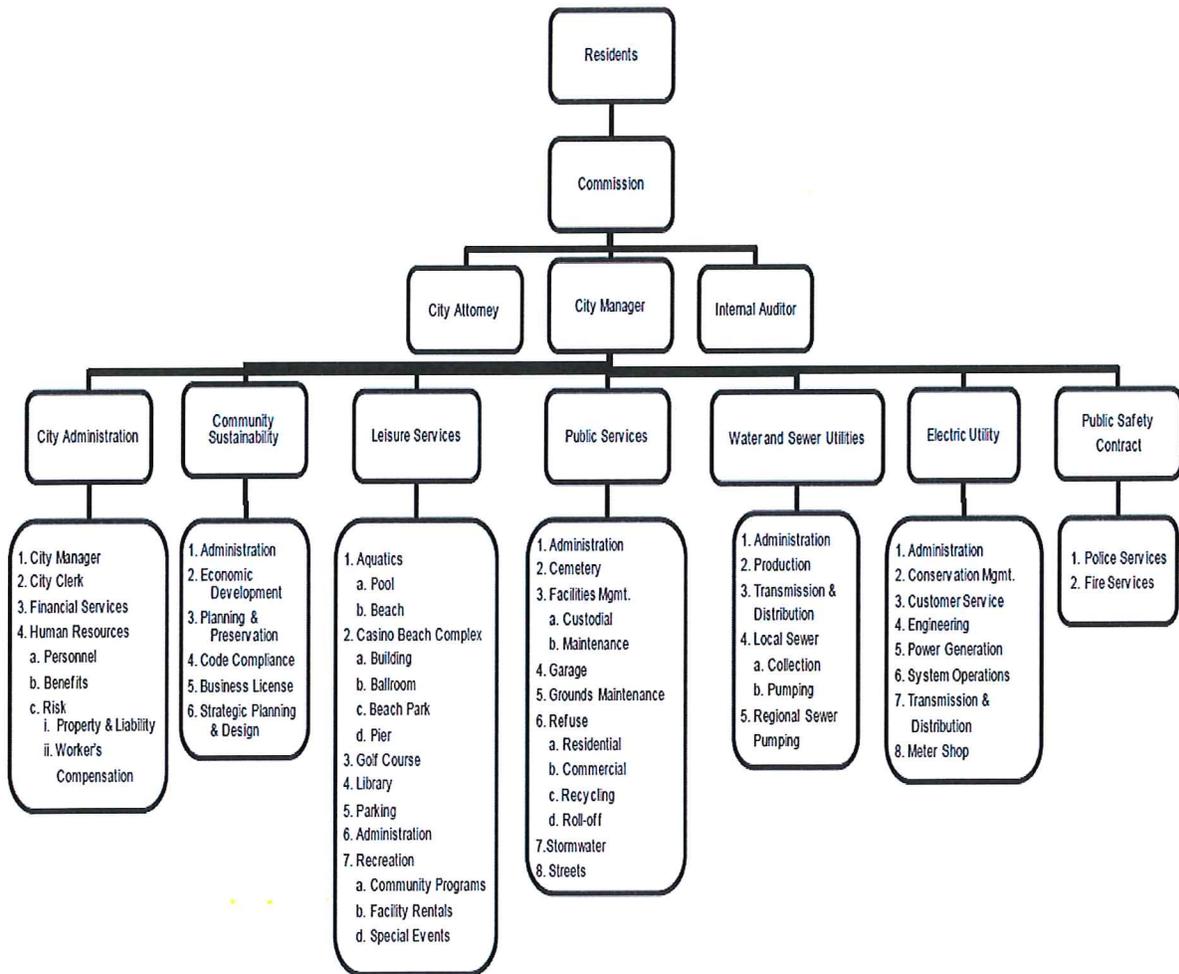
The 2020-2025 Strategic Plan consists of five (5) strategic priorities and 23 supportive objectives. The strategic pillars are;

- a) Positioning Lake Worth Beach to be a COMPETITIVE VIABLE LOCATION of choice
- b) Strengthening Lake Worth Beach as a COMMUNITY OF NEIGHBORHOODS
- c) Celebrating the unique, historical, coastal and cultural DIVERSITY OF THE CITY
- d) Navigating towards a SUSTAINABLE COMMUNITY
- e) Affirming GOVERNMENT FOR ALL.

City Employees:

The City currently has approximately 307 full-time employees in ten operating departments. A copy of the City’s organizational chart can be found on the following page.

City-Wide Organizational Chart



Municipal Electric Utility Department:

The City of Lake Worth Beach owns and operates its own electric utility. The Electric Utility Department is comprised of 7 Divisions. They include Electric Utility Administration, System Operations, Transmission and Distribution, Power Generation, Engineering, Utility Revenue Protection, and Utility Customer Service, all of which report to the Electric Utility Director. Descriptions of each and their respective roles and responsibilities are included below.

Electric Utility Administration

This division includes the office of the Electric Utility Director who oversee all aspects of the City of Lake Worth Beach's electric utility operations as well as all the City's utilities metering and customer service functions. This group performs functions such as budget management, performance measurement and benchmarking, and overall utility administrative functions.

System Operations

The System Operations division operates the City's electric transmission and distribution control center. This division operates from a secure location where they monitor the City's electric delivery network and dispatch field-based crews to perform switching operations, operate remote equipment, effect emergency repairs, balance energy flows, etc. as needed to ensure continuity of electric delivery to the City's electric utility customers.

Transmission & Distribution (T&D)

The T&D division maintains the City's electric utility transmission and distribution system that is comprised of electric switching stations, substations, and circuits operating at voltages from 138,000 volts to 110 volts. Most commonly recognized as line workers operating out of bucket trucks the division also includes supporting staff performing engineering, work planning and scheduling, construction and project management, system monitoring and electronic control, and materials supply functions. Division personnel include line worker crews, substation crews, trouble crews, engineering teams, operational technology staff, and warehouse personnel.

Power Generation

The Power Generation division is responsible for coordination of the electric utility power supply for the electric utility. Staff in this division include power plant operators, mechanics, technicians and electricians who operate and maintain power generation equipment, as well as management and administrative support. The electric utility obtains its electric supply from a combination of power plants statewide as well as its own power plant located within the City of Lake Worth Beach.

Engineering

The Engineering division is responsible for the design, construction, maintenance, operation, and compliance of the electrical system for the City. Staff in this division include several engineers including; Distribution Engineers, Field Planner, Substation & Transmission Engineers and Operational Technology who oversee and prepare the plans, specifications and standards for all electric utility infrastructure projects as well as new development projects.

Utility Revenue Protection

The utility revenue protection division oversees all of the electric and water utilities' metering functions including the automated metering infrastructure and when required performs manual meter reading. The division manages the activation and deactivation of meters at customer premises, investigates customer issues related to potential metering problems and theft of

service events, and performs in-home energy audits for customers. The division also manages the process of enrolling customers in the electric utility's net metering program.

Utility Customer Service

The utility customer service division manages the City's interaction with customers of its electric, water, sewer, and waste removal services. The division includes staff for call center operations, as well as customer billing and payment functions.

Business Team for EV Charging Stations:

In furtherance of its support for renewable energy, the City of Lake Worth Beach has assembled a team that includes market leaders in the design, development, deployment and operations of electric vehicle (EV) charging infrastructure. This team has proven its ability to meet deadlines and complete milestones associated with large, complex projects on many occasions. With this project, the team will deliver robust and reliable, fast charging solutions to support EV drivers in the event of an evacuation. This critical infrastructure will also support local economies by promoting EV adoption, enhancing tourism, and reinforcing local resilience and sustainability goals.

DESCRIBE THE CITY'S ROLE WITHIN THE REGION AND/OR INDUSTRY

The City of Lake Worth Beach's role in the project is to:

- Provide a host site, rich with amenities, that are valuable to travelers
- Provide a cost share benefit with the installation of electric infrastructure utilized to power the units.
- Perform site design and engineering design services utilizing in-house staff
- Procure EV charging hardware and support services that:
 - Provides 62.5kW of higher DC fast charging
 - Is connected to a cellular network
 - Is accompanied by a 5-year warranty and maintenance package that guarantees 98% uptime
 - Exceeds minimum standards for safety, including enclosures for equipment and the use of equipment to reasonably withstand environmental factors
 - Accepts credit card information and adheres to all applicable laws governing the collection and processing of credit card data
 - Displays fees on a screen on the chargers and smart phone application
 - Provides the user information such as date and time of the session, price of the session, and total energy (kWh) provided in the session
 - Provides immediate customer support 24 hours a day, 7 days a week, through a toll free number displayed on the chargers
- Ensure operation, maintenance and technical support of the funded chargers for a minimum of five years
- Ensure the project site remains publicly accessible and well lit for five years or more
- Provide the charging utilization data to the Department quarterly for 5 years

INSTALLER ROLE IN THE PROJECT AND WITHIN THE REGION OR INDUSTRY

INSTALLER's role in the project is to:

- Install EV Charging Station equipment in accordance with the manufacturers recommendations, project specifications and maintain consistency with the project objectives
- Obtain permits and coordinate interconnection with the City's Electric Utility
- Install chargers, ancillary equipment, signage and bollards

ChargePoint operates the largest and most open EV charging network in the world, and has completed numerous past projects that demonstrate relevant technical and business experience necessary to support the installation, management, and maintenance of the EV charging infrastructure. ChargePoint currently operates over 112,000 total charging spots globally, roughly 2,500 of which are in Florida. As of April 2020, there have been approximately 1.5M charging sessions on ChargePoint charging stations in Florida dispensing over 13,000 MWh and saving over 5 metric tons of GHG emissions.

Founded in 2007, ChargePoint is the only charging technology company that designs, develops, manufactures hardware, and provides charging network software solutions for an unsurpassed driver experience. Leading EV hardware makers, automakers, and other partners rely on the ChargePoint network to make charging stations operate seamlessly via our mobile app, online, and in navigation systems for popular EVs. ChargePoint has also been the hardware and network of choice at hundreds of auto dealerships across the country including BMW, Volkswagen, Mini and Jaguar Land Rover.

ChargePoint's experienced team of dedicated professionals who have helped others to execute projects of similar size and scope. The ChargePoint team includes experienced grant managers, grant accounting specialists, site acquisition specialists, and a design and build team that can assist with managing contractors, permitting, and utility coordination. Collectively this team has been awarded over \$50M of public funds for both ChargePoint and customer owned and operated EV charging stations. A table of past projects of similar size and scope are listed below:

| Project | # of Sites | # of DCFC | # of Level 2 | Status | Owner & Operator |
|---|-------------------|------------------|---------------------|---------------|--------------------------------|
| California Interregional Corridors | 49 | 99 | 98 | In progress | ChargePoint owned and operated |
| Plug-in Monterey Bay Phase 1 | 16 | 0 | 80 | Complete | Site host owned and operated |
| Plug-in Monterey Bay Phase 2 | 12 | 10 | 50 | In progress | Mix |
| Plug-in Monterey Bay Phase 3 | 15 | 18 | 50 | In progress | Mix |
| Colorado VW Settlement | 34 | 102 | 0 | In progress | Mix |
| Charge to Work New York | 14 | 0 | 130 | Complete | Site host owned and operated |
| Northern California Express Corridor | 8 | 10 | 16 | Complete | ChargePoint owned and operated |

| | | | | | |
|---|------------|------------|------------|-------------|--------------------------------|
| Maine VW Settlement | 7 | 14 | 14 | In progress | ChargePoint owned and operated |
| Pennsylvania VW Settlement | 5 | 10 | 4 | In progress | Mix |
| Southern California Express Corridor | 4 | 7 | 8 | Complete | ChargePoint owned and operated |
| Central California Express Corridor | 4 | 12 | 8 | Complete | ChargePoint owned and operated |
| Charge on Chesapeake | 3 | 10 | 6 | Complete | ChargePoint owned and operated |
| Oklahoma VW Settlement | 3 | 4 | 20 | In progress | Site host owned |
| Maryland Express | 2 | 4 | 0 | Complete | ChargePoint owned and operated |
| Idaho VW Settlement | 3 | 4 | 0 | In progress | Site host owned and operated |
| Total | 179 | 304 | 484 | | |

ChargePoint's primary business model is to enable site hosts that want to own and operate DC fast chargers, offering charging services as an amenity to their visitors. With ChargePoint's guidance, site hosts are responsible for setting prices, paying electricity costs, and for keeping the charging site clean and clear of debris. Site hosts are free to set pricing as they desire to recover electricity costs, make a small profit, or attract customers by keeping charging costs low or even free. ChargePoint will consult with and provide guidance to site hosts to ensure they are charging a reasonable fee to drivers to maximize driver satisfaction and utilization. The City of Lake Worth Beach will own all EV charging infrastructure funded by the project. The City of Lake Worth Beach will set prices for charging and assume the role as customer of record with the utility.

Partnership for Property:

The City of Lake Worth Beach will be utilizing property in partnership with Three Palms Investments, LLC located at 2003 10th Avenue North, Lake Worth Beach, FL 33461. This property provides both a viable location for the grant's purpose of emergency stations near the highway, an opportunity to promote small local businesses and an opportunity for community improvement.

Three Palms Investments, LLC, (Three Palms) is a Florida LLC, which locally owns, operates and developed the mixed use site which houses several small businesses at this location.

Beginning in 1984, the family owned and operated this site under Carefree Park Corp. In 2013, Three Palms Investments, LLC was formed and continued with site improvements and development. The site offers a multitude of amenities including Fun Depot, a family entertainment center with 45,000 square feet of entertainment including; game room, go-carts, bowling, a recently added full-service restaurant & bar, ice-cream shop and laser tag. This site also features a 24-hour Dunkin', El Guanaco a Salvadorian Restaurant, Latin Bakery & Café, Barber Shop and multiple other establishments within walking distance including WoodSpring Suites Hotel.

The partnership between the City of Lake Worth Beach and Three Palms consists of the land owner dedicating (2) parking spaces to be utilized for the installation of the Level 3 EV Charging Stations. The partnership agreement will include the following requirements;

- Duration of the Agreement will be for a minimum of five (5) years
- Site will remain accessible to the public for a minimum of five (5) years
- Site will remain well-lit and publicly accessible seven days a week
- All other grant requirements will be fulfilled by the City of Lake Worth Beach

This development is only possible because of the positive working relationship between the City and the private sector.

Equipment Used:

The City of Lake Worth Beach (CLWB) has the availability of several accessible departments and tools to complete this project. For the car charger equipment portion, CLWB will be utilizing ChargePoint Level 3 chargers. CLWB already has a Master Service Agreement in place with ChargePoint and will be purchasing the chargers directly from them for this project if awarded. The features of the charger(s) are as follows:

Name: ChargePoint Express 250 station (62.5kW)

Model: CPE250C-625-CCS1-200A-CHD

Features:

- 62.5kW and paired up to 125kW of fast charging capability
- Cellular connection with data providing global access to ChargePoint's locator map service and cloud data for individual users and owner
- Purchase of 5 year assurance plan with ChargePoint
- Small design with sealed and self-contained power units to avoid all wet conditions
- Modular design to allow for quicker repairs and no specialized tools
- Universal charging connectors for each station to cover majority of electric vehicles
- Supports 200V to 100V battery packs
- Compatible with international electrical grid standards and supports global standards including CCS1, CCS2, and CHAdeMO connectors

From previous installation projects the city has found several electrical contractors approved through ChargePoint. The City will utilize the services of the approved contractors to obtain installation quotes or bids depending on the total installation costs. The City's Electric Utility will provide and install all primary power, transformers, poles and wire for charger installations. Following installation CLWB will utilize ChargePoint's activation process which includes on site visual inspection and operation of the units to verify readiness.

Services Provided:

Signage will be placed on and/or near the chargers for ChargePoint's 24/7 phone line. All stations being installed will have their own cellular connection directly connected to the ChargePoint Cloud. From this cloud service the owner will have the ability to collect and monitor statistics such as use and downtime. Additionally, customers will have location access through

ChargePoints locator map and charge station data when charging through the ChargePoint App on their phone or smart device.

The app will provide user transaction information such as:

- Date and time of the session
- Price of the session
- Total energy usage

In addition to the application on the smart device the users will have data access right on the charge station itself through its touch LCD screen. The availability for multiple pay platforms will exist to make this a smooth and simple process for the customer including options that do not require ChargePoint accounts. Available methods are as follows:

- **Contactless Credit Card.** Credit cards with embedded RFID chip may be used.
- **FREE ChargePoint Account and RFID Card.** Cards are free, and drivers can simply tap and charge. Several OEMs, including BMW, General Motors, Mercedes Benz, Cadillac, and Smart provide ChargePoint cards with the purchase of one of their EVs.
- **ChargePoint Mobile App.** EV drivers can start and stop charging with just one tap in the mobile ChargePoint app. This app is synched to the driver's ChargePoint account.
- **Apple Pay and Android Pay.** Drivers can authenticate and pay by tapping their phone.
- **Apple Watch.** ChargePoint drivers can also use their phone or Apple Watch as if it were a ChargePoint card to start a charging session via NFC on compatible Android and iOS devices.
- **Credit Card.** Drivers may call the toll-free number clearly displayed on every station 24/7 in order to authorize charging

Projects of a Similar Size and Scope:

The City of Lake Worth Beach recently installed three Level 2 charging stations which feature dual charging units for City of Lake Worth Beach electric vehicles. These charging stations were installed in 2019 towards a green initiative for the city to phase out most gas type vehicles where possible. The stations are provided by ChargePoint and are capable of charging two vehicles. Additionally, this pilot allowed the city the ability to contract ChargePoint as a sole provider eliminating process time for bidding.

In addition to the charging stations for city fleet workforce, the City has recently completed 2020 installation of three ChargePoint Level 2 charging stations. The locations are strategically placed in areas of leisure to ensure effective time for charging and include the City's Municipal Golf Course, Beach & Casino Complex and downtown parking area. All locations are publically accessible to the amenities of Lake Worth Beach. Lake Worth Beach purchased the stations utilizing the contract from the pilot and utilized local contractors to provide a turnkey installation. If any primary power connections require modification such as a transformer upgrade, Lake Worth Beach will provide the workforce and materials for quick service restoration. All stations will have 24/7 customer service, digital access to charge information, and warranty for 5 years. The spots will be monitored by City parking department to ensure smooth operation.

EV CHARGING STATIONS CURRENTLY IN SERVICE:

Quantity – 3

Manufacturer - ChargePoint

Model – CPF25

Unit Type – Bollard

Use Type - Fleet



Quantity – 3

Manufacturer - ChargePoint

Model – CT4020-HD-GW

Unit Type – Bollard

Use Type - Public



Volume II – Segment and Site-Specific Information

Segment Number: 17

Site Location:

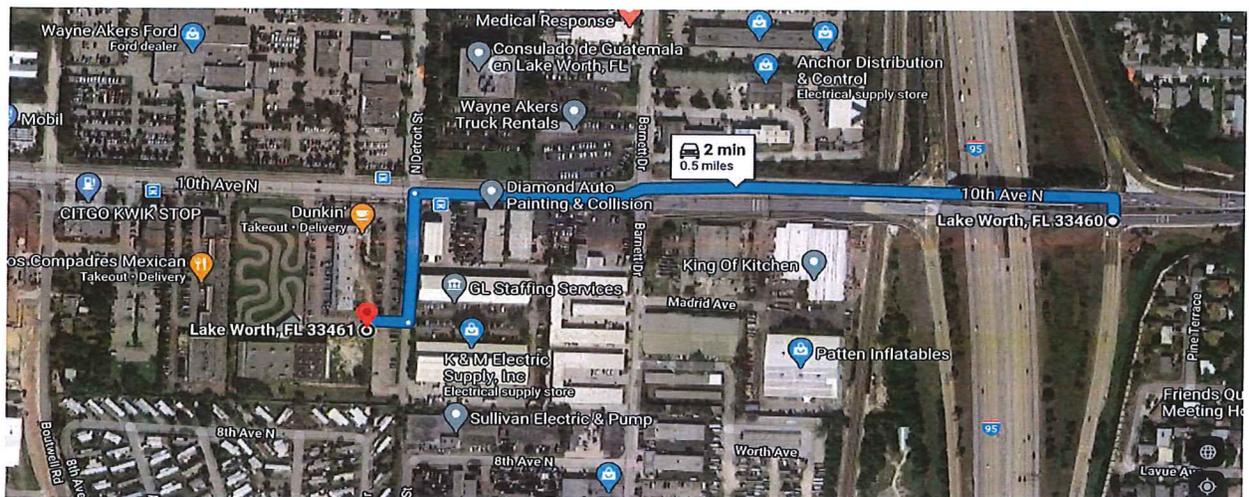
The City of Lake Worth Beach is pleased to have the opportunity to apply for the Florida Department of Environmental Protection, Electric Vehicle Charging Infrastructure (EVCI) Phase 2 Grant opportunity under RFA No. EVCI-RFA-02, Segment 17, located in Palm Beach County.

The proposed site for Segment 17 on behalf of the City of Lake Worth Beach and Three Palms Investments, LLC, will be 2003 10th Avenue North, Lake Worth Beach, FL 33461, LAT: 26.626729° LON: -80.072575. The site is conveniently located off Interstate I-95, Exit 64, 10th Avenue North. The site is approximately one-half of a mile to the west of I-95, on the corner of 10th Avenue North and North Detroit Street in Lake Worth Beach.

The site offers multiple amenities including Fun Depot, a family entertainment center with 45,000 square feet of entertainment including; game room, go-carts, bowling, a recently added full-service restaurant & bar, ice-cream shop and laser tag. This site also features a 24-hour Dunkin', El Guanaco an El Salvadorian Restaurant, Latin Bakery & Café, Barber Shop and multiple other establishments within walking distance. The proposed site location allows for various amenities and easy entry and exit on to the highway. The EV Charging Stations will be provided reliable power via a 26kV primary feeder from the City's 7th Ave North Substation which is located approximately 0.14 of a mile to the south. This location will allow for a quick and stable connection to the power grid.

Location Map: I-95, Exit 64, 10th Avenue North

LAT: 26.626729° **LON:** -80.072575



Cost Effectiveness:

The City of Lake Worth Beach is aware that this location choice and partnership is a publicly accessible non-government owned property and therefore needs to contribute a minimum of 20%. The City of Lake Worth Beach will contribute a full 25%, thus qualifying for maximum point consideration. The sum of this contribution includes project management, equipment, labor &

materials for site power service, bollards, signage & painting, permit costs and grant administration to meet the needs of section 4.7 of the requirements and the public.

Itemized Cost Estimate:

| Item | Description | Unit Cost | Unit(s) | Qty. | Total Cost |
|---------------------------------------|--|-----------|---------|------|------------------|
| CLWB PM | Review plans, project coordination, site inspections, material procurement, engineering design, budgeting & scheduling | \$500 | Day | 30 | \$15,000 |
| CLWB Electric Utility Line Crews | Labor & Equipment for EV Charging Unit Power Service | \$7,500 | LS | 1 | \$7,500 |
| CLWB Electric Utility Materials | UT Pole, wire, transformers & appurtenances for power service | \$7,500 | LS | 1 | \$7,500 |
| Charge Point CPE 250 Level 3 Chargers | ChargePoint Express CPE 250 Station (62.5 kW) | \$38,760 | EA | 2 | \$77,520 |
| Shipping & Handling | Shipping & Handling | \$3,500 | LS | 1 | \$3,500 |
| Cloud Plan | Charge Point Enterprise 5-Year Cloud Plan | \$4,799 | EA | 2 | \$9,598 |
| 5 Year Maintenance & Service Plan | Charge Point CPE250 Assure 5-Year Service Plan | \$15,500 | EA | 2 | \$31,000 |
| EV Charging Units Installation | Installation of Paired Units | \$8,500 | LS | 1 | \$8,500 |
| Bollards, Signage & Stall Painting | Procurement & Installation of Bollards, Signage & Stall Painting | \$4,500 | LS | 1 | \$4,500 |
| Grant Administration | Grant Administration | \$500 | Day | 15 | \$7,500 |
| Permitting | Electrical Building Permits | | LS | 1 | \$4,500 |
| TOTAL PROJECT COST | | | | | \$176,618 |

Summary of Costs:

| Item | Description | Unit Cost | % of Total Cost |
|-----------------|---|-----------|-----------------|
| CLWB Cost Share | Project Management, CLWB Electric Utility Labor & Materials, Grant Administration, Permitting, Bollards, Signage & Stall Painting | \$46,500 | 26.3% |
| Grant Cost | EV Chargers, S&H, 5-Yr. Cloud Plan, 5-Yr. Maintenance & Service & EV Charging Unit Installation | \$130,118 | 73.7% |

Proximity to Amenities:

This location offers an extensive amount of amenities including several restaurants, bakery and family entertainment center. After hours amenities also include a 24-hour Dunkin'.

Within a quarter mile radius of the proposed charging site are additional restaurants, 24-hour convenience store/ gas-station and Wood Spring Suites Hotel.

Resilience Considerations:

The location selected for public access EV charging is an active site hosting several restaurants and businesses. Recent site improvements include, newly paved parking areas, drainage improvements, upgraded site lighting and additions to the Fun Depot family entertainment center.

The EV charging units will receive power via a 26kV distribution circuit which is fed from the 7th Avenue north substation located approximately 800 linear-feet to the south. The proposed plan includes installation of a new utility pole, capable of withstanding 145 MPH winds, to be set in the existing pole line on the east side of the property. The new pole will be equipped with transformers sized to avoid being overloaded and support additional EV charging units if needed in the future. From the newly installed utility pole, an underground service and riser will be installed to enhance reliability performance.

There is no current plan for on-site generation at the charging site however, the City of Lake Worth Beaches' Electric Utility is equipped with power generation units capable of providing up to 90 MW of electric for the City and municipalities within the service territory. This generation is typically used when called upon by the Florida Municipal Power Authority (FMPA) or during emergency situations.

In the event of an emergency, power provided from the City's generation units, can be delivered to priority feeders in the system. Part of the emergency generation considerations is a priority feeder list which is used to get critical infrastructure running as quickly as possible. This site will be a priority for emergency generation to allow for the continued emergency evacuation route charging infrastructure to maintain its capability. This site is also located off a main feeder backbone not far from our local generation site making any immediate repairs from hurricane level destruction quicker, resulting in much lower down time compared to other private company EVCI installations.

In addition to the site location considerations, the entire electric utility power system is being upgraded and storm hardened. The system hardening project includes upgrading utility poles and hardware to withstand 145 MPH wind loads during times of severe weather. Additionally, the storm hardening project includes upgrades to all substations. The 7th Avenue north substation which will be providing power to the EV charging station is scheduled for a complete rebuild within the next 6 months resulting in an uninterrupted supply, protection and redundancies not currently present. The upgrades will decrease outage time and enable faster restoration times.

This site has multiple layers of expandability and capacity growth and is large enough to support several EV charging installations. As part of the Grant opportunity, two Level 3 chargers will be

installed initially with the potential for growth in the future. With the increased demand and affordability of electric vehicles, the City of Lake Worth Beach looks into the future to provide the infrastructure for residents and visitors alike.

No local energy storage or renewable energy is planned for this site but the City of Lake Worth Beach is making renewables a large percentage of their portfolio. Lake Worth Beach Electric Utility is mindful of our responsibility to reduce our impact on the environment and is delivering results. Over 98% of our electric supply comes from some of the most efficient and carbon free sources of energy in the state of Florida. We are proud to say that over 36% of our electricity comes from a carbon-free resource, and we anticipate that we will be over 50% by 2024. By 2025 our emission rate will be less than 50% of our 2005 emission rate*, and approximately half the projected statewide rate. The City of Lake Worth Beach Electric Utility has almost 2 MW of solar power available nearby to assist in grid restoration of this feeder along with the local generation mentioned up above. This provides multiple emergency redundancies during daytime hours. A possible consideration for this site in the future can be solar parking coverings but this would have to be in cooperation with the partnership plans for site and area development. Overall, this location will be hardened to meet the needs of environmental factors and the future of the community regarding ECVI needs.

Economic and Environmental Benefit of Hybrid and All-Electric Vehicles:

Using more energy efficient vehicles such plug-in electric and hybrid vehicles can have a direct economic impact, supporting both the national and the local economy by diversifying the transportation fleet, thereby reducing the impact of international supply disruptions. All of this further adds to energy security on both a local and national level.

Plug-in hybrid electric vehicles (PHEVs) and all-electric vehicles (EVs) are both capable of being powered solely by electricity, which is produced locally by the City's electric utility.

PHEVs and EVs typically achieve better fuel economy and have lower fuel costs than similar conventional vehicles that have internal combustion engines. PHEVs and EVs can reduce fuel costs dramatically because of the high efficiency of electric-drive components. Their fueling costs are on average 50 to 75% lower than that for internal combustion engine vehicles, contributing to a typical total cost of ownership of an average of approximately \$12,000. Moreover, PHEV and EV maintenance expenses are much lower than those for internal combustion vehicles. There is no need to change spark plugs, oil, or air filters, and there are far fewer pumps, circuits, valves, coils, and the many other internal combustion engine components that periodically fail. Furthermore, there is no transmission to fail or radiator to overheat.

The proposed location of the EVCI is situated to many amenities in close proximity to the site. These amenities include nearby convenience stores that have conventional fueling stations. PHEVs have added flexibility because they can also refuel with gasoline or diesel at these nearby conventional fueling stations when necessary. This is critical in times of an emergency whereby convenient access to evacuation routes such as I-95 is of the utmost importance.

PHEVs and EVs can have significant emissions benefits over conventional vehicles. PHEVs and EVs can also reduce the emissions that contribute to climate change and smog, thus improving public health and reducing ecological damage. PHEV emissions benefits vary by vehicle model and type of hybrid power system. EVs produce zero tailpipe emissions, and

PHEVs produce no tailpipe emissions when in all-electric mode. The City's electric utility intends to significantly incorporate into its portfolio minimizes these emissions even more.

Economic Benefit for the Surrounding Community

As has been previously indicated, the proposed site for the electric vehicle charging infrastructure provides both a viable location for the grant's purpose of emergency stations near the highway and an opportunity for community improvement. The property owner, Three Palms Investments, LLC, has locally owned and operated this site since 1984 and recently completed a 45,000 square foot expansion to their existing Fun Depot facility. The Fun Depot facility in addition to the surrounding restaurants will greatly benefit from the installation of the EV charging stations.

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

First Amendment to the Purchase Agreement with ABB DE Inc., for magnetically actuated 38kV outdoor vacuum circuit breakers

SUMMARY:

First Amendment to the Purchase Agreement authorizes ABB DE Inc., to provide magnetically actuated 38kV outdoor vacuum circuit breakers for use at the City's substations at a cost not to exceed \$300,000 for Fiscal Year 2021.

BACKGROUND AND JUSTIFICATION:

The City issued a Request for Proposal (RFP 18-213) seeking proposals from qualified manufacturers to provide magnetically actuated 38kV circuit breakers that will include one breaker rated at 2000 Amps and four breakers rated at 1200 Amps, with an option to purchase additional units in the future for use at the City's distribution substations. ABB DE Inc., was determined to be the highest ranking, responsive and responsible respondent. The term of the initial Agreement was for two years with two additional single-year renewal options. The City is requesting to extend the terms of the Agreement for an additional year with the terms and conditions remaining the same.

The magnetically actuated 38kV vacuum circuit breakers will be installed in the City's to-be-constructed substations, including the upcoming new 6th Ave South substation and the Canal distribution switching station and substation, both included in the City's System Hardening and Reliability Improvements Program (SHRIP). The breakers serve as electric system protection devices on the 26.4 kV feeders and sub-transmission loops in order to increase service reliability to thousands of customers.

The ABB R-Mag breakers operate in similar fashion to breakers found in a household breaker panel. When a fault on the power line is experienced, the breaker will open and disrupt power based on voltage and current thresholds programmed in the breaker relay device. This function is critical in life-safety protection as well as protecting system equipment when a fault is experienced.

The R-MAG® is truly the next generation in medium voltage vacuum circuit breaker technology. ABB is the first to combine the unique benefits of vacuum interrupter technology with a magnetic actuator designed to exploit these capabilities. Using a flux-shifting device with integral permanent magnets, the R-MAG mechanism has only one moving part. With simple open and close coils, an electronic controller and capacitors for energy storage, the R-MAG circuit breaker mechanism is capable of 10,000 load operations. These are a few of the features that mark a departure from the conventional spring-operated mechanism, introducing new capabilities and benefits for a smarter distribution system.

MOTION:

Move to approve/disapprove First Amendment to Agreement with ABB DE Inc., to supply magnetically actuated 38kV outdoor vacuum circuit breakers at a cost not to exceed \$300,000 for Fiscal Year 2021.

ATTACHMENT(S):

Fiscal Impact Analysis
First Amendment to Agreement with ABB DE - 38kV Breakers

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$300,000 | 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 | \$300,000 | 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 No. 421-6034-531-63.15.

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|---|----------------|--------------|-----------------|--------------------|--------------|
| 421-6034-531-63.15 | Improve Other/than Build/Infrastructure | Multiple | \$32,782,286 | \$30,892,550 | -\$300,000 | \$30,592,550 |

**FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Magnetically Actuated 38kV 12/2000A Outdoor Vacuum Circuit Breaker)**

THIS FIRST AMENDMENT ("Amendment") to the Agreement for Goods and Services (Magnetically Actuated 38kV 12/2000A Outdoor Vacuum Circuit Breaker) is made as of _____, 2021, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida ("CITY") and **ABB DE, Inc.**, a Florida Corporation ("CONTRACTOR").

WHEREAS, on September 13, 2018, based upon a competitive procurement, the CITY and CONTRACTOR entered into the Agreement for Goods and Services for the CONTRACTOR to provide Magnetically Actuated 38kV 12/2000A Outdoor Vacuum Circuit Breaker to the CITY (the "Agreement");

WHEREAS, the Agreement had an initial two (2) year term with option for two (2) additional one (1) year renewals; and

WHEREAS, the CONTRACTOR has provided the new price schedule for the renewal term which is attached hereto and incorporated herein as **Exhibit "1"**; and

WHEREAS, the CITY and CONTRACTOR wish to increase the annual not to exceed amount by One Hundred Thousand Dollars (\$100,000) per fiscal year; and

WHEREAS, the CITY and the CONTRACTOR wish to renew the Agreement for an additional year and otherwise amend the Agreement as set forth herein; 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. **Term.** The CITY and the CONTRACTOR agree to extend the term of the Agreement through to September 13, 2021.
3. **Fee.** Section 5 of the Agreement is amended to replace Exhibit "B" attached to the Agreement with Exhibit "1" attached to this Amendment. For the term of this Amendment, the City shall pay the fee set forth in Exhibit "1".
4. **Maximum Costs.** Section 6 of the Agreement, regarding the maximum cost to the CONTRACTOR shall be amended to the total amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the term of this Amendment.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement 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 amended herein) remain in full force and effect.

6. **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.

7. **Scrutinized Companies.**

a. 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.

b. 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.

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

d. 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.

e. 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.

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.

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

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

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

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement for Goods and Services (Magnetically Actuated 38kV 12/2000A Outdoor Vacuum Circuit Breaker) 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:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

ABB DE, INC.

By: Ismael Castillo
Digitally signed by Ismael Castillo
DN: cn=Ismael Castillo,
ou=Normal
Date: 2021.03.04 13:45:30 -
05'00'

[Corporate Seal]

Print Name: Ismael Castillo

Title: Complex Proposals Specialist

STATE OF FLORIDA)
COUNTY OF PALM BEACH Dania

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 5th day of March 2021, by Ismael Castillo, as the Complex Proposals Specialist of ABB Inc., a Florida Corporation, who is personally known to me or who has produced Florida Driver License 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.

Bobbitea Daniel
Notary Public Signature

Notary Seal:

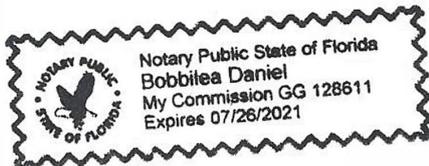


Exhibit "1"
Price Schedule
(13 Pages)



Commercial and Technical Tender
ABB Negotiation Number: QT-21-01887510.A
Equipment: R-MAG® Outdoor Dead Tank Breaker

1/27/2021

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 10 years of field proven experience and over 16,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15 to 38 kV. The R-MAG is designed to provide the most reliable breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

Increased reliability

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50 to +70°C
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
 - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27 kV R-MAGs and 50,000 operations for the 38 kV R-MAG
 - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

Reduced O&M

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation.
 - Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
 - Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
 - Easy plug and play design of the ED2 electronic control board for rapid replacement in the field
-



Average maintenance costs savings over an estimated 30 year service life ¹

Spring mechanism breaker



ABB R-MAG breaker



| | | |
|--|-------------|------------|
| Operating mechanism maintenance cost | \$6,850.00 | \$0.00 |
| General maintenance costs | \$475.00 | \$142.50 |
| Electronic control replacement costs | \$7,290.00 | \$3,915.00 |
| Lifetime maintenance costs | \$14,615.00 | \$4,057.50 |
| Lifetime O&M savings per R-MAG Breaker | \$10,557.50 | |

ABB's R-MAG has over 10 years of proven experience with over 16,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.

ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions

Best Regards,

Ismael Castillo
ABB Inc.
655 Century Point
Lake Mary, 32746-2137 United States
Phone:
Email: ismael.castillo@us.abb.com



Commercial and Technical Tender

ABB Inc.
655 Century Point
Lake Mary, FL 32746
Tel: 407-732-2000

| | |
|-------------------------|------------------|
| Date: | 1/27/2021 |
| Tender ID: | QT-21-01887510.A |
| Account manager: | |
| Valid through: | 2/26/2021 |
| Specifications: | |
| Revision: | A |

Prepared for:
CITY OF LAKE WORTH BEACH

7 N Dixie Hwy
Lake Worth Beach Florida, 33460-3725

Prepared by:
Ismael Castillo
ABB Inc.
655 Century Point
Lake Mary,
32746-2137
United States
Email: ismael.castillo@us.abb.com



Pricing

Standard Line Item:

| Item | Qty | Image | Product Type | Net Price Each (USD) | Item Total (USD) |
|------|-----|---|--|-------------------------|---------------------|
| 2 | 1 |  | ANSI Dead Tank Vacuum Magnetic Circuit Breaker R- MAG ABB Product ID: MB3015DMMSH5KBZ4 Key ratings: ANSI outdoor magnetically actuated vacuum circuit breaker R-MAG® Customer Product ID: Primary Voltage: 38 Current: 1250A BIL: 200 Interrupting current: 31.5 Standard lead time* <ul style="list-style-type: none">• 20 weeks with approval drawings• 15 weeks without approval drawings and an existing bill of material <small>*See full details in the Delivery section in the Terms and Conditions</small> | 36,724.00 | 36,724.00 |
| 3 | 1 |  | ANSI Dead Tank Vacuum Magnetic Circuit Breaker R- MAG ABB Product ID: MB3025DUUSH5KBZ4 Key ratings: ANSI outdoor magnetically actuated vacuum circuit breaker R-MAG® Customer Product ID: Primary Voltage: 38 Current: 2000A BIL: 200 | 38,998.00 | 38,998.00 |



Interrupting current: 31.5

Standard lead time*

- 20 weeks with approval drawings
- 15 weeks without approval drawings and an existing bill of material

*See full details in the Delivery section in the Terms and Conditions

Total sale price (USD) 75,722.00



Technical Data Sheet

Item 2 (Standard Line Item)

ABB Product ID: MB3015DMMSH5KB24

| | |
|-----------------------------|---|
| Type | R-MAG |
| Types Rating | MB3015 - 38 kV 1250 Amp 200 kV BIL 31.5 kA |
| Voltage | 38 kV |
| BIL | 200 kV BIL |
| Current | 1250A |
| Interrupting Current | 31.5 |
| Power Frequency | 60 Hz |
| Auxiliary Switches | D - (2) 16 deck snap action rotary switch |
| CTs 1-3-5 | M - 2 Set 1200/5 C400 TR 2.00 (8.24") |
| CTs 2-4-6 | M - 2 Set 1200/5 C400 TR 2.00 (8.24") |
| Material Type | Stainless Steel |
| Enclosure Material | 5-SSTL Cab (38kV 1250/2000A) |
| BCT Shorting Type | Standard shorting type terminal blocks |
| BCT Wiring | #10 AWG; All taps wired to term block |
| ED2.0 board | H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV) |
| Control Voltage | 5 - 125 VDC Operating Voltage |
| Circuit Protection | K - Fused knife switches provided for control circuits |
| Bushing Creep | Standard Creep Bushing |
| Bushing Type | Standard Bushing (38 kV, 1200/1250 Amp, 200 kVBIL) |
| Bushing Terminal Connectors | 4 - 4 Hole NEMA Pad (1200/1250 Amp) |
| Control Type | B - Basic Unit |
| Panel Configuration | Z - Special panel |
| Control Wiring | #14 AWG; Control Wire (Standard) |
| Control Wiring Lugs | Insulated Lugs (Standard) |
| Control Terminal Blocks | Standard terminal blocks as required. |
| Heaters | Special Heater Two 100W, 230 VAC continuously operated cabinet heaters |
| Local/Remote Switch | (1) Standard local/remote switch provided |
| Test Switches | No test switches provided |
| Digital Meters | No digital meters provided |
| Thermostats | (1) Standard thermostat included. Operating Range: 70°F to 80°F |
| Wire Markers | Brady wire marker sleeves as required. |
| Control Switch | No Control Switch Provided |
| Legacy Material | No |
| Special Final Assembly | Special Final Assembly None |
| Shipping Special | Special Shipping Requirements No |
| Seismic Option | None |

DYNAMIC ACCESSORIES

| | |
|---------------------|--|
| Dynamic Accessories | 120 VAC relay cabinet light mounted inside relay control cabinet |
|---------------------|--|



| | |
|---------------------|---|
| | (Qty 1) |
| Dynamic Accessories | 120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1) |
| Dynamic Accessories | Ground Clamps (#4 - 4/0) (Qty 1) |
| Dynamic Accessories | Device Nameplates (Qty 1) |
| Dynamic Accessories | External Bushing Identification Stickers (Qty 1) |
| Dynamic Accessories | Cap discharge switch (Qty 1) |

Accessories

ABB Internal Order Entry Information

CID Code: 9AAC30400486

Source Location Code: 9AAE315900

Item 3 (Standard Line Item)

ABB Product ID: MB3025DUUSH5KBZ4

| | |
|-----------------------------|--|
| Type | R-MAG |
| Types Rating | MB3025 - 38 kV 2000 Amp 200 kV BIL 31.5 kA |
| Voltage | 38 kV |
| BIL | 200 kV BIL |
| Current | 2000A |
| Interrupting Current | 31.5 |
| Power Frequency | 60 Hz |
| Auxiliary Switches | D - (2) 16 deck snap action rotary switch |
| CTs 1-3-5 | U - 2 Sets 2000/5 C400 TR 2.00(4.76") |
| CTs 2-4-6 | U - 2 Sets 2000/5 C400 TR 2.00(4.76") |
| Material Type | Stainless Steel |
| Enclosure Material | 5-SSTL Cab (38kV 1250/2000A) |
| BCT Shorting Type | Standard shorting type terminal blocks |
| BCT Wiring | #10 AWG; All taps wired to term block |
| ED2.0 board | H - 85-264 VAC or 77-280 VDC High Voltage Board (38 kV) |
| Control Voltage | 5 - 125 VDC Operating Voltage |
| Circuit Protection | K - Fused knife switches provided for control circuits |
| Bushing Creep | Standard Creep Bushing |
| Bushing Type | Standard Bushing (38 kV, 2000 Amp, 200 kVBIL) |
| Bushing Terminal Connectors | 4 - 4 Hole NEMA Pad (2000 Amp) |
| Control Type | B - Basic Unit |
| Panel Configuration | Z - Special panel Provide cutout only for Qty. 1 (One) SEL-3515 relay 3U and Qty. 2 (Two) FT style isolation switches |
| Control Wiring | #14 AWG; Control Wire (Standard) |
| Control Wiring Lugs | Insulated Lugs (Standard) |



| | |
|-------------------------|---|
| Control Terminal Blocks | Standard terminal blocks as required. |
| Heaters | Special Heater Two 100W, 230 VAC continuously operated cabinet heaters |
| Local/Remote Switch | (1) Standard local/remote switch provided |
| Test Switches | No test switches provided |
| Digital Meters | No digital meters provided |
| Thermostats | (1) Standard thermostat included. Operating Range: 70°F to 80°F |
| Wire Markers | Brady wire marker sleeves as required. |
| Control Switch | No Control Switch Provided |
| Legacy Material | Yes 1VA5000742-0001 |
| Special Final Assembly | Special Final Assembly None |
| Shipping Special | Special Shipping Requirements No |
| Seismic Option | None |

DYNAMIC ACCESSORIES

| | |
|---------------------|---|
| Dynamic Accessories | Cap discharge switch (Qty 1) |
| Dynamic Accessories | 120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet. (Qty 1) |
| Dynamic Accessories | External Bushing Identification Stickers (Qty 1) |
| Dynamic Accessories | Ground Clamps (#4 - 4/0) (Qty 1) |
| Dynamic Accessories | Device Nameplates (Qty 1) |
| Dynamic Accessories | 120 VAC relay cabinet light mounted inside relay control cabinet (Qty 1) |

Accessories

ABB Internal Order Entry Information

CID Code: 9AAC30400486

Source Location Code: 9AAE315900



Clarifications

ABB provides quotation based on the specifications provided by CITY OF LAKE WORTH BEACH.

Revision History

| Rev # | Date | Description of Change | Handled By |
|-------|-----------|--|------------|
| 2 | 1/27/2021 | Quantity updated to 1 (one), L/R switch added in ITEM#1 and ITEM#2 | IC |
| | | | |
| | | | |

Example R-MAG Cost Savings

Operating mechanism maintenance cost savings

| | | Mechanism | |
|---|---------------------------------------|-----------------------------|-------------------|
| | | Spring charged ² | Magnetic actuator |
| Estimated service life (years) ³ | | 30 | 30 |
| Number of years between maintenance | | 2 | Not applicable |
| Cost per maintenance event | | \$685.00 | Not applicable |
| Cost per event | Labor cost per hour | \$85 | Not applicable |
| | Switching time (hrs) | 2 | Not applicable |
| | # of workers required for switching | 2 | Not applicable |
| | Time to complete maintenance (hrs) | 2 | Not applicable |
| | # of workers required for maintenance | 2 | Not applicable |
| Material costs | | \$5.00 | Not applicable |
| Lifetime maintenance costs | | \$10,275.00 | \$0.00 |

Lifetime operating mechanism maintenance cost savings: \$10,275.00

² The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-breaker that utilizes a spring charged mechanism.

³ The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard [5-year](#) limited warranty for its R-Mag product line.



General breaker maintenance costs

| | | Mechanism | |
|-------------------------------------|---------------------------------------|----------------|-------------------|
| | | Spring charged | Magnetic actuator |
| Estimated service life (years) | | 30 | 30 |
| Number of years between maintenance | | 5 | 5 |
| Cost per maintenance event | | \$47.50 | \$47.50 |
| Cost per event | Labor cost per hour | \$85 | \$85 |
| | Time to complete maintenance (hrs) | 0.5 | 0.5 |
| | # of workers required for maintenance | 1 | 1 |
| | Material costs | \$5.00 | \$5.00 |
| Lifetime maintenance costs | | \$285.00 | \$285.00 |

Lifetime general maintenance cost savings: \$0.00

ED2.0 electronic control board cost savings

| | | Spring mechanism | R-MAG ED2 board |
|-------------------------------------|---------------------------------------|--------------------------------|---------------------------|
| | | change-out cost | change-out cost |
| Estimated service life (years) | | 30 | 30 |
| Number of years between replacement | | 10 | 10 |
| Cost per replacement event | | \$2,780.00 | \$1,655.00 |
| Cost per event | Labor cost per hour | \$85.00 | \$85.00 |
| | Time to complete replacement (hrs) | 9 (coil and motor) | 1.5 (ED2 board) |
| | # of workers required for replacement | 2 | 2 |
| | Material cost | \$1,250.00 (coil and motor) | \$1,400.00 (ED2 board) |
| Lifetime maintenance costs | | \$8,340.00 | \$4,965.00 |

Lifetime change-out cost savings: \$3,375.00



Optional Services

ABB can support its customers with hands-on, factory authorized training for all new installations. This training is intended for up to 10 technicians on-site to train them on the proper operation and safety requirements of their new gear. The duration and content of the class can be customized based on the experience and background of the attending technicians. The classes are led by a highly skilled, factory trained field service technician. Additional training courses are available based on customer need, such as preventive maintenance, complete refurbishment, relay coordination, etc. ABB will design the program around customer requirements.

ABB offers installation and commissioning, utilizing its factory trained service team, for all its products at competitive rates. ABB works with its customers to determine the level of support and installation schedule to fit their specific needs. ABB will waive the fee for a [one day](#) hands-on training when the ABB service team is used to support installation.

ABB also offers a preventive maintenance program at factory recommended intervals to increase the reliability and service life of your new gear. Choosing an ABB preventive maintenance program may allow ABB to extend the warranty on your equipment.



General Terms of Sale

Price

Prices are firm for shipment quoted, and do not include federal, state, or local taxes of any kind.

Payment

Payment terms are Due in 30 days invoice date.

All returns are subject to a restocking fee of no more than 30% of the amount of the order.

ABB reserves the right to review and revise quotes based on cost of material fluctuation.

Cancellation Charges

Cancellation of the contract will be subject to penalties depending on the time the cancellation occurs.

ABB's standard cancellation charges are 10% after receipt of order, 20% after drawings issued to customer for approval or if order has been engineered, 45% after release to order major material, 75% after receipt of major material, and 100% after start of fabrication.

Change Notices

Changes after order entry related to engineering, drawings, or parts could be subject to additional charges and may impact shipment schedule.

Warranty

The equipment is warranted for a period of 60 months from delivery from date of energization, but not to exceed 0 months max.

Delivery Terms

Proposed delivery terms will be Carriage Paid To.

Extra ~~Information: USA~~ DEST.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

Please add 3 weeks for drawing approvals, if required. To ensure the quoted lead-time please return approval drawings to ABB within 2 weeks of receipt. ABB will make every effort to maintain a short delivery schedule.



Approval Drawings

Approval drawings, if requested or required, will be supplied within 4 weeks ARO. Manufacturing lead time is based upon timely return of approval drawings from customer within two (2) weeks of receipt of drawings. On orders requiring "hold for release to manufacturing until receipt of approval drawings", the quoted lead time commences on the date ABB receives the approved drawings.

Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
 - Approval Drawings – 3 weeks after receipt of ABB approved order
 - Customer drawing approval time – 2 weeks to keep order timeline on schedule
 - Product ready for shipment – 15 weeks after return of all approval drawings with customer release for manufacture
 - Delivery – 1-2 weeks
 - Total lead time: 20-21 weeks

- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
 - Manufacturing time – 15 weeks after receipt of ABB approved order
 - Delivery – 1-2 weeks
 - Total lead time: 16-17 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.

EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

Task Order No. 7 with E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuits 0601, 0602 & 0604 Storm Hardening and Voltage Conversion

SUMMARY:

Task Order No. 7 authorizes E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuits 0601, 0602 & 0604 Storm Hardening and Voltage Conversion in the amount not to exceed \$611,419.

BACKGROUND AND JUSTIFICATION:

City previously 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. E.C. Fennell, PA, was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

Based on the results of multiple engineering studies, carried out by consulting companies in the past as well as results of an in-house engineering evaluation, a comprehensive electric system upgrade plan has been created and was presented by the Electric Utility Department Staff in 2018 and 2019. Staff's plan has been independently affirmed by an independent engineer (Stantec) in February of 2020. The plan was subsequently presented to bond rating agencies and potential investors in support of the City's recent bond sale specific to utility infrastructure improvements.

The System Hardening and Reliability Improvement Program (SHRIP), focuses on system wide Electric Utility upgrades and re-configuration that affords maximum reliability, improved efficiency, standardized voltage class across the distribution network, and yields a system that can support growth and withstand the effects of high-velocity windstorms.

The current City utility electrical distribution system consists of both 4.16kV and 26.4kV voltage classes dating back to the 1950s in some cases. The SHRIP plan presented by the Electric Utility Department Staff in 2018 and 2019 includes both system hardening & upgrading of the existing 26.4kV sub-transmission and distribution circuits and, completing the conversion of the aged 4.16kV distribution system to 26.4kV.

Utilizing circuit performance and outage data, the Electric Utility force ranked each of the City's circuits based on the following; number of customers affected, number of trip/close operations, feeder outage minutes, and total customer outages minutes. The results of this exercise provided the information needed to begin to address electric system problems, with the highest priority being given to the poorest performing circuits (i.e. those circuits causing the greatest number of outages to the greatest number of customers).

The 6th Avenue South Circuits are supplied power from the existing 6th Avenue South Substation. Three of the circuits, the 4R0601, 4R0602 & 4R0604 are currently operating at

4.16kV and are scheduled for system hardening and voltage upgrade to 26.4kV. The fourth circuit, the 26B0603 was previously converted and is already operating at 26.4kV.

EC Fennell has been tasked to provide engineering design for storm hardening and voltage conversion for the 4R0601, 4R0602 & 4R0604 circuits. ECF will also complete system modeling of all four of the circuits emanating from the 6th Ave South substation to aid in construction sequencing and conversion to a more reliable mesh electrical distribution network. A total of 367 utility poles will be evaluated for replacement and included in the engineering design package for storm-hardening and voltage conversion associated with this project. The design team will prepare all drawings, pole bores, framing standards, materials list, and construction sequencing as part of this Task Order. The task is estimated to be completed in 7 months. A boundary map attached to this Staff Report outlines the service area for each of the 0601, 0602 and 0604 circuits.

MOTION:

Move to approve/disapprove Task Order No. 7 to EC Fennell PA., to complete engineering design for the 6th Ave South Circuits 0601, 0602 & 0604 Storm Hardening and Voltage Conversion at a cost not to exceed \$611,419.

ATTACHMENT(S):

Fiscal Impact Analysis
 Task Order 7
 Boundaries TD-06 0601, 0602 & 0604

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$611,419 | 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 | \$611,419 | 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. 421-6034-531-63.15

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|---|----------------|-------------|-----------------|--------------------|-------------|
| 421-6034-531-63.15 | Improve Other that Build/Infrastructure | SH2123 | \$8,805,000 | \$8,805,000 | -\$611,419 | \$8,193,581 |

TASK ORDER NO. 07
Design Services for the 6th Ave. South Circuits 0601, 0602 & 0604
Storm Hardening & Voltage Conversion

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

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **6th Ave. South Circuits 0601, 0602, & 0604 Storm Hardening & Voltage Conversion** (the "Project"). The Project is described in the consultant's proposal, dated 3/16/2021, and is attached hereto as Exhibit "1" and incorporated herein.

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within **214** 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, **\$611,419**. The attached proposal identifies all costs and expenses anticipated in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is; Jolie Gonzalez, phone: 561-508-9189; email: JGonzalez@ecfconsultants.com; and, the Project Manager for the City is Robert Pirson, phone: 561-586-7437; email: rpilson@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 16th, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

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

CONTRACTOR: E.C. Fennell, PA

By: Jolie _____

Print Name: Jolie Gonzalez _____

Title: Manager _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 19 day of March, 2021, by Jolie Gonzalez who was physically present, as Manager (title), of E.C. Fennell, PA, a Florida Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally as identification.

Notary Public

Ruth Esther Abily

Print Name: Ruth Esther Abily

My commission expires: 10/13/2023

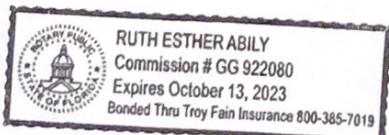


EXHIBIT "1"

(Consultant's Proposal)



City of Lake Worth Beach 6th Ave South Circuits 0601, 0602 & 0604 Storm Hardening & Voltage Conversion Design

Project Description

This project includes providing engineering services to storm harden three circuits and convert them from 4kV to 26kV. ECF will also provide planning services to model four circuits of 6th Ave South Substation for the City of Lake Worth Beach. ECF will also be identifying improvement possibilities for connections between circuits for reliability and constructability improvement.

Scope of Work

This project will include the project management and design for storm hardening to 145 mph criteria for the following circuits: 0601, 0602, and 0604. ECF will ensure that construction standards that are provided by the City of Lake Worth Beach will be applied during the design of this project and will meet NESC guidelines. All circuits will be designed to meet 26kV ratings. ECF will provide construction sequencing plans to be utilized during the construction phase of the voltage conversion. ECF will provide engineering support during construction. ECF to complete system modeling to support construction sequencing and circuit loading during the voltage conversion. CLWB will coordinate conversion of circuits during the construction phase.

ECF will provide project management for the 0601, 0602, and 0604 circuit design and standards development with a team made up of representatives from each technical discipline contributing to the final output for the project.

Below is a breakdown of the tasks provided:

Project Work Plan

Provided is breakdown of the work plan being applied and curated for this specific project so that all teams stay on task and continuously updated throughout the process.

- Scope of work explaining what, when and how we will be moving forward and providing updates.
- Deliverables received provided.
- Providing and identifying proposed solutions for all project concerns.
- Established project control system
- This Work Plan creates a basis for project progress, reporting, scheduling and budgeting throughout life of project.

Project Reviews



We hope to review our work plan along with any additional questions at hand with you before and throughout this projects process. This review along with continuous open communication will help fortify our coordination throughout for all parties.

Content Outline

1- Project Management

- 1-A Project Schedule Coordination
- 1-B Project Updates
- 1-C Document Control
- 1-D Project Updates and Review Meetings

2- Planning

- 2-A Modeling *turn over milsoft model and it have everything with the circuit in the model, low voltage, cap banks, switches, fault current
- 2-B Arcflash studies
- 2-C Powerflow Analysis
- 2-D Fusing Coordination – trip savers coordinate with sub breaker

3- Design

- 3-A Drawing Draft
- 3-B Field Investigation Data
- 3-C Field Data Processing
- 3-D Conceptual Design
- 3-E Conceptual Design Approval
- 3-F Engineering Design Data
- 3-G Construction Framing Standard Modifications
- 3-H Data for Ductile Iron/Concrete pole bore sheets
- 3-I Construction Specifications
- 3-J Inventory/Material Data

4- Review for Finalizations

- 4-A Modification updates from CLBW
- 4-B Bid Package Finalizations

5- Construction & Permitting

- 5-A Project Review Meetings
- 5-B Engineering Support
- 5-C OH Construction Standards
- 5-D Permitting Activities
- 5-E Material Procurement
- 5-F Construction Drawings
- 5-G Assurance of Quality
- 5-H Design & Construction review
- 5-I Completed Construction Follow ups -asbuilts



6- Project Schedule

- 6-A Key Milestone Updates
- 6-B IFC Plans
- 6-C Construction Standards
- 6-D Completed Materials List

7- Cost Estimates

- 7-A Circuit 0601, 0602 & 0604
- 7-B 0601-61 Poles
- 7-C 0602-221 Poles
- 7-D 0604-85 Poles
- 7-E Design Totals

8- Deliverables

- 8-A Provided Documentation
- 8-B Progress Design Submittals
- 8-C Milsoft Model
- 8-D As-Built Plans
- 8-E Construction Standard Package Update
- 8-F Final Design
- 8-G Engineer Estimate of Probable Construction Cost

1 - Project Management

Target(s)

- Thorough and efficient management of all ECF deadlines and tasks.
- Open and continuous communication to fortify understanding throughout whole project life.
- Work Plan, Budget, and schedule management hitting all scheduled deadlines within approval times.

1-A Project Schedule Coordination

Projected Deliverables(s):

- Project coordination and open communication
- Projected project schedule & deadlines
- Monthly updates, internal meeting notes and consultations

Through communication between project teams on both ends we are able to create and fortify continuous success throughout project life and ability to submit all tasks in an efficient and timely manner. This will include ECF providing an initial schedule after circuit maps and loading information has been provided and that will be updated on a monthly basis with consultation with CLWB on any upcoming or needed updates or questions at hand. Which includes input from the City of Lake Worth Beach on all tasks at hand that have any affect on the Project along with ECF's performance.



Communicate openly and coordinate accordingly with all project teams to complete each task assigned as stated in project schedule and scope of work.

Project will align in correspondence with City of Lake Worth Beach's expectations for quality, schedule, technical, codes applicable, manual procedures and Project work plan along with ECF internal standards for drawing, documentation and code.

Expectations: CLWB to provide prompt communication as to due date and project completion estimates

1-B Project Updates/Control

Projected Deliverable(s):

- Project updates
- Schedule/ Work plan updates
- Projected output status updates and deadlines

Updated work plans, schedule deadlines, and budgets in accordance with City of Lake Worth Beach approval as required.

ECF will provide Project output log and progress updates continuously throughout each Key milestone along with consultation of all updates and expectations.

Data of all major project control activities and action items will be logged and submitted in a timely manner.

Expectations:

All logs and progress updates will be consistent and open for a strong project outcome.

1-C Document Control

Projected Deliverable(s):

- Data system and control documents
- Consistent updates on project status and files
- Record retention

All support needed for data control and documentation will be provided to support, organize and document project throughout its life period.

ECF shall provide progress meeting agenda, minutes and action items for each monthly progress meeting. ECF shall also submit invoices monthly and shall include progress report of work completed, invoice and copy of staff and hours worked on each phase of the project.



Consistent updates will be provided using set systems that will archive and collect data associated with project per procedures manual. Including Log and comments of incoming and outgoing documents from ECF servers and designated archived documents secured.

Expectations:

Document and data log will be standardized per ECF procedures and updated continuously.

1-D Project Updates and Review Meetings

Projected Deliverable(s):

- Meeting minute submittals and updates
- Monthly updates, internal meeting notes and consultations
- Task expectations and action items

ECF will provide with minutes/invites for 30 min on weekly project progress meetings with CLWB for all updates, approvals and comments along with once a month 1-hour calls to provide thorough updates along with provided comments and analysis input on data submittals and production reports.

Any and all task expectations will be discussed and adjusted if need be and in accordance to City of Lake Worth Beach and ECF guidelines.

A schedule will be provided once approved on both sides for scheduled teleconference meetings and discussions on designated dates along with compiled minutes of in conference discussions or additional informative team minutes.

Expectations:

- Weekly 30 min review minutes on project progress.
- Monthly 1-hour teleconference meeting discussion and approval updates.
- Updated and thorough meeting minutes provided continuously throughout project life.

2- Modeling and System Planning

Projected Deliverable(s):

- Milsoft Model
- Reports
- Scheduled project outputs

A site visit and meetings with the City of Lake Worth Beach discussing standards, timeline schedule and budget are discussed will be set up and curated to properly commence planning and standardized outputs. Following finalizations ECF will begin.

2-A Modeling of 0601, 0602, 0603, & 0604



2-B Performing short circuit and Arcflash studies through data analysis and site visits, required for construction according to ECF and CLWU standards.

2-C Conducting Powerflow analysis through data analysis and site visits to determine circuit/transformer capacity for redundancy and planned outage feeding.

2-D Fusing coordination-1st Stage, 2nd Stage – to be coordinated with 6th AVE sub design and breaker settings. CLWB can provide fusing guidelines.

Expectations: Load data to be provided by CLWB

3- Design

Projected Deliverable(s):

- Design Criteria
- Construction Drawing 60%, 90%, 100%, IFC
- Estimated hours (monthly breakdowns)
- Project construction Estimates (both materials and labor)

Information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

Guarantee scope and Design Criteria is up to standard and properly approved by City of Lake Worth. Will provide detailed base design for engineering and ECF will provide continuous updates throughout life of the project.

Below is the summary of activities for the overhead Feeder Design

3-A Drafting department to create background drawing from GIS system or existing CAD drawings

3-B Field Investigator to gathering the following information

- Pole location
- Pole type
- Span distance
- Heights attachments when applicable
- Framing
- Equipment on pole -Including franchise utilities, quantity, estimated size and type
- Accessibility

3-C Consolidate and process Data-from field and CLWB

3-D Conceptual Design to show in construction drawing all below grade utilities show on the Sunshine design ticket within 10 ft radius of proposed pole location.



3-E Conceptual Design Approval/CLBW

3-F Engineering Design

- Calculate load
- Determine wind loading using Pole Foreman
- Research equipment to provide recommendations to CLBW
- CLWB will provide equipment list of pole line hardware and materials. ECF to supplement with any additional materials needed to complete the project.
- Research environmental restrictions as to location of cable and depth
- Review lightning protection (LA) and add where needed
- Apply applicable CLBW standards
- Inventory material
- Create construction drawing and notes

3-G Add/modify construction framing standards as required to complete the project. CLWB to provide current framing and UG standards in CADD for review/reference.

3-H Provide pole bore sheets for each Ductile Iron or Concrete pole required to complete the project.

3-I Provide specifications for construction

3-J ECF to provide complete inventory list of materials required to complete the project. CLWB to provide list of approved/stocked materials to be utilized during construction.

Expectations:

- CLWB to provide load data and GIS information
- ECF will incorporate all City of Lake Worth's standards when possible and follow ECF protocol and standards at all times.
- CLWB to provide current construction standards

4- Review and finalization

- Update with recommendations from CLBW
- Finalize bid package

5- Construction & Permitting:

Projected Deliverable(s):

- ECF will meet all possible overhead/underground construction standards for City of Lake Worth and ECF guidelines.
- All standards will be up to date and reflect current systems.
- Will maintain an updated log of all key milestones and action items and answer all questions with pre-construction meetings.

5-A ECF will initiate and attend Pre-construction meeting to answer all questions and ensure all standards are being planned for and met.



5-B ECF to provide a 4 hours a week for the length of construction of each circuit to provide engineering support during construction. This will be answering engineering questions or RFIs.

5-C Review and update City of Lake Worth Beach's construction standards for overhead pole top, equipment construction, guying and anchoring construction, grounding and arresters construction, secondary and services construction as required.

5-D Review project permits and determine/crosscheck as needed. Identify additional agencies or utilities that require permits from other agencies during construction.

5-E Create list of items of material items projected to be required for each phase of project. Listed by structure type, description identification, manufacturer and catalog number or proper specifications required. Quantity estimates of all items required with appropriate projections applies to allow for any possible breakage or loss per classified material which will be up to standards and forwarded to City of Lake Worth accordingly.

5-F ECF will generate associated drawings required during the construction phase of project meeting CLWU and ECF standards as fit.

5-G All objectives established for project will be met to highest quality. ECF will assure this by collecting project-related data throughout the life of the project including, design and structure criteria, supporting calculations and equipment sizing. Which can and will be submitted to CLWU if asked or needed.

5-H Design and construction reviews will be compiled including preliminary plan drawings, design criteria and supporting data and calculations. All reviewed comments will be addressed and any changes needed will be incorporated.

5-I Completed Construction Follow ups of updated construction drawings with any additional changes that happened throughout life of project. Along with any additional assistance needed for close-out documentation of project with incorporated record drawings.

Expectations: CLWB will provide prompt communication regarding RFI's that come from the construction contractor

6- Project Schedule.

Projected Deliverable(s):

- Project schedule provided.
- IFC plans, construction standards, pole bores and complete materials list.

6-A ECF to provide a project schedule indicating key milestones, design submittal dates at 60/90/100%



throughout project life, including the schedule shall include an opportunity for review of draft documents, if necessary. The schedule should identify expectations of CLWB staff necessary to meet this deadline.

6-B All IFC plans and standards will be met to accordance.

6-C All construction standards will be pre-reviewed and met with CLWU.

6-D All material lists and pole bores will be pre-established and reviewed with CLWU.

Expectations: CLWB to provide prompy feedback regarding schedule dates

7- Cost Estimate

| Task for Circuits 0601, 0602, & 0604 | People | Hours | Total |
|--|---------------|--------------|------------------|
| Obtain data from CLWB | | | |
| Modeling of Circuits for 0601, 0602, 0603 & 0604 | 1 | 334.4 | 334.4 |
| Modeling, Short Circuit, Arc Flash, Looping/redundancy/outage feeding, coordination | | 334.4 | 334.4 |
| Total Planning Cost | | | \$ 89,034 |

| Task 0601-161 poles | Total |
|---------------------------------|-------------------|
| Drafting Total | 168 |
| Design Total | 724 |
| Review Total | 248 |
| Construction Total | 80 |
| Total hour for task 0601 | 1220 |
| Total Cost for task 0601 | \$ 162,420 |

| Task 0602 -221 poles | Total |
|---------------------------------|------------------|
| Drafting Total | 168 |
| Design Total | 1046 |
| Review Total | 248 |
| Construction Total | 88 |
| Total hour for task 0602 | 1550 |
| Total Cost for task 0602 | \$203,670 |

| Task 0604 -85 poles | Total |
|----------------------------|--------------|
| Drafting Total | 128 |
| Design Total | 731 |
| Review Total | 248 |



| | |
|---------------------------------|-------------------|
| Construction Total | 64 |
| Total hour for task 0604 | 1171 |
| Total Cost for task 0604 | \$ 156,295 |

Total NTE: \$611,419

8-Deliverables

8-A ECF to deliver the following documents as consistent deliverables.

- Project Schedule updated monthly
- Project Weekly Updates
- Autocad Drawings
- Permit drawings such as Plan & Profile drawings
- CLWB to apply for FDOT/PBC permits and provide ECF with the permitting guidelines
- Excel inventory sheet
- Pole boring sheets

8-B ECF to provide a project schedule indicating key milestones, progress of design submitted at 60%, 90%, 100% throughout project life and IFC Plans.

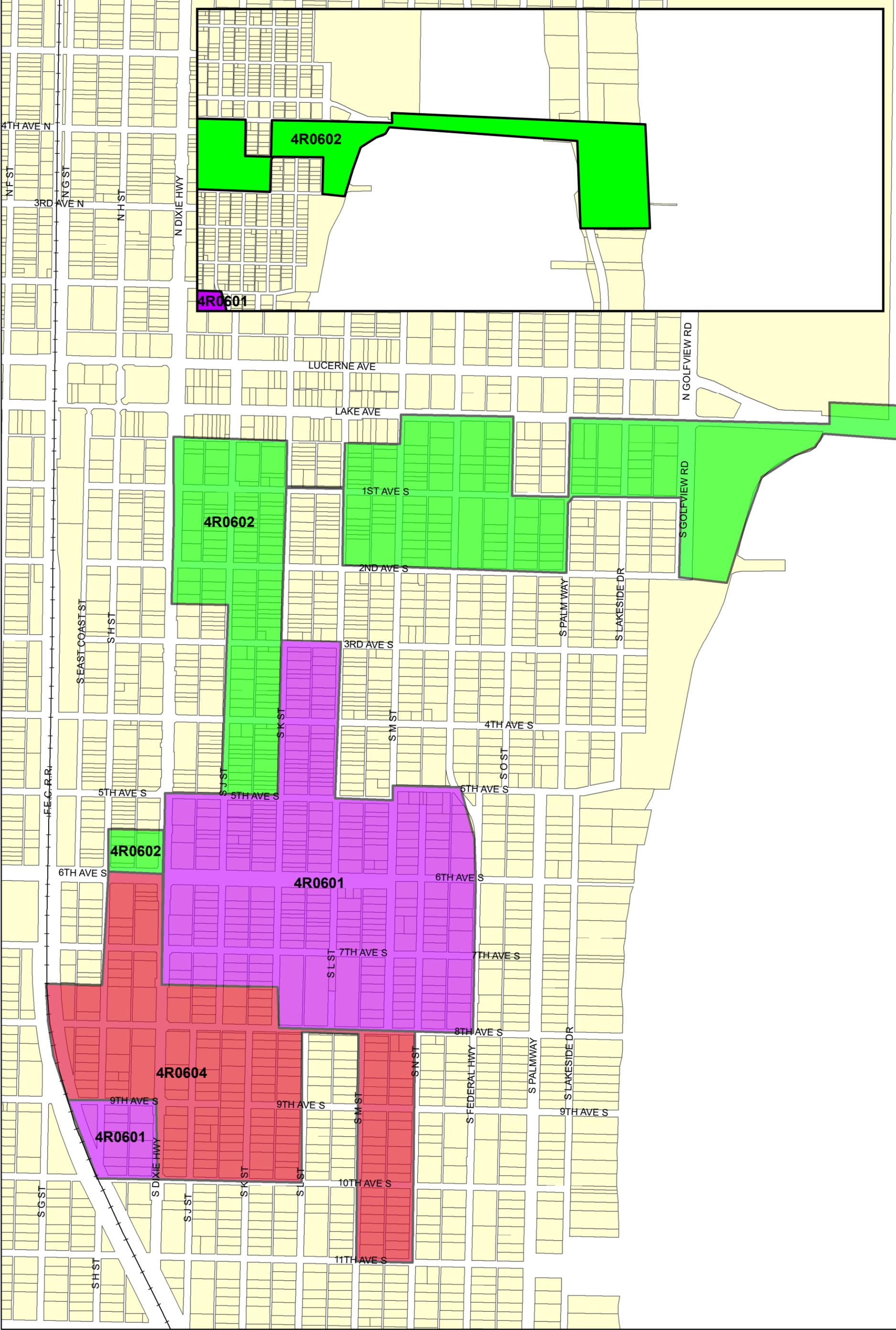
8-C Milsoft Model of 0601, 0602, & 0604 Circuits

8-D As-Built plans

8-E Any new, revised or updated construction standards required to complete the project shall be added to the Construction Standards package and open for any questions throughout all review meetings and will be updated according to standard and expectations.

8-F Final design needs to include, locations for reclosers, switch tie-points & open-points converting the radial system to a grid/mesh electrical distribution system when applicable.

Expectations: CLWB to return review comments promptly



EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

Task Order No. 8 with E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuit 0603 Storm Hardening

SUMMARY:

Task Order No. 8 authorizes E.C. Fennell, PA, to complete engineering design for the 6th Ave South Circuit 0603 Storm Hardening in the amount not to exceed \$217,920.

BACKGROUND AND JUSTIFICATION:

City previously 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. E.C. Fennell, PA, was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

Based on the results of multiple engineering studies carried out by consulting companies in the past as well as results of an in-house engineering evaluation, a comprehensive electric system upgrade plan has been created and was presented by the Electric Utility Department Staff in 2018 and 2019. Staff's plan has been independently affirmed by an independent engineer (Stantec) in February of 2020. The plan was subsequently presented to bond rating agencies and potential investors in support of the City's recent bond sale specific to utility infrastructure improvements.

System Hardening and Reliability Improvement Program (SHRIP), focuses on system wide Electric Utility upgrades and re-configuration that affords maximum reliability, improved efficiency, standardized voltage class across the distribution network and a system that can withstand the effects of high-velocity windstorms.

The System Hardening and Reliability Improvement Program (SHRIP), focuses on system wide Electric Utility upgrades and re-configuration that affords maximum reliability, improved efficiency, standardized voltage class across the distribution network, and yields a system that can support growth and withstand the effects of high-velocity windstorms.

Utilizing circuit performance and outage data, the Electric Utility force ranked each of the City's circuits based on the following; number of customers affected, number of tip/close operations, feeder outage minutes and total customer outages minutes. The results of this exercise provided the information needed to begin to address the poorest performing circuits in an orderly fashion.

The 0603 circuit emanates from the 6th Ave South substation, has already been converted to 26.4kV but requires storm hardening and integration with adjoining circuits for increased system reliability. EC Fennell is proposed to be tasked to provide engineering design for storm hardening for the 0603 circuit. ECF will also complete system modeling of the surrounding four circuits to aid in construction sequencing during their voltage conversion process, in addition to

converting the current radial system into a grid or mesh electrical distribution network for increased system reliability and customer outage reduction. The design team will prepare all drawings, pole bores, framing standards, materials list and construction sequencing as part of this Task Order and is estimated to be completed in 12 months. A boundary map attached to this staff report outlines the service area for the 0603 circuit.

MOTION:

Move to approve/disapprove Task Order No. 8 to EC Fennell PA., to complete engineering design for the 6th Ave South Circuit 0603 Storm Hardening at a cost not to exceed \$217,920.

ATTACHMENT(S):

Fiscal Impact Analysis
 Task Order 8
 Boundaries 26R0603

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$217,920 | 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 | \$217,920 | 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. 421-6034-531-63.15

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|---|----------------|-------------|-----------------|--------------------|-----------|
| 421-6034-531-63.15 | Improve Other that Build/Infrastructure | SH2124 | \$600,000 | \$600,000 | -\$217,920 | \$382,080 |

TASK ORDER NO. 08
Design Services for the 6th Ave. South Circuit 0603
Storm Hardening

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

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: **6th Ave. South Circuit 0603 Storm Hardening Design** (the "Project"). The Project is described in the consultant's proposal, dated 3/19/2021, and is attached hereto as Exhibit "1" and incorporated herein.

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within **360** 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, **\$217,920**. The attached proposal identifies all costs and expenses anticipated in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is; Jolie Gonzalez, phone: 561-508-9189; email: JGonzalez@ecfconsultants.com ; and, the Project Manager for the City is Robert Pirson, phone: 561-586-7437; email: rpilson@lakeworthbeachfl.gov

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 16th, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

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

CONTRACTOR: E.C. Fennell, PA

By: Julie Gonzalez

Print Name: Julie Gonzalez

Title: Manager

[Corporate Seal]

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 19 day of March, 2021, by Julie Gonzalez, who was physically present, as Manager (title), of E.C. Fennell, PA, a Florida Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Passport as identification.

Notary Public

Ruth Esther Abily
Print Name: Ruth Esther Abily
My commission expires: 10/13/2023

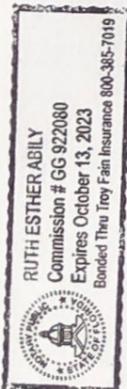


EXHIBIT "1"

(Consultant's Proposal)



City of Lake Worth Beach 6th Ave South Circuit 0603 Storm Hardening Design

Project Description

This project includes providing engineering services to storm harden circuit 0603. ECF will also will identifying improvement possibilities for connections between circuits for reliability and constructability improvement.

Scope of Work

This project will include the project management and design for storm hardening to 145 mph criteria for circuit 0603. ECF will ensure that construction standards that are provided by the City of Lake Worth Beach will be applied during the design of this project and will meet NESC guidelines. ECF will provide construction sequencing plans to be utilized for tying in circuit 0603 to the 6th Ave S Substation during the construction phase. ECF will provide engineering support during construction.

ECF will provide project management for the 0603 circuit design and standards development with a team made up of representatives from each technical discipline contributing to the final output for the project.

Below is a breakdown of the tasks provided:

Project Work Plan

Provided is breakdown of the work plan being applied and curated for this specific project so that all teams stay on task and continuously updated throughout the process.

- Scope of work explaining what, when and how we will be moving forward and providing updates.
- Deliverables received provided.
- Providing and identifying proposed solutions for all project concerns.
- Established project control system
- This Work Plan creates a basis for project progress, reporting, scheduling and budgeting throughout life of project.

Project Reviews

We hope to review our work plan along with any additional questions at hand with you before and throughout this projects process. This review along with continuous open communication will help fortify our coordination throughout for all parties.

Content Outline



1- Project Management

- 1-A Project Schedule Coordination
- 1-B Project Updates
- 1-C Document Control
- 1-D Project Updates and Review Meetings

2- Design

- 2-A Drawing Draft
- 2-B Field Investigation Data
- 2-C Field Data Processing
- 2-D Conceptual Design
- 2-E Conceptual Design Approval
- 2-F Engineering Design Data
- 2-G Construction Framing Standard Modifications
- 2-H Data for Ductile Iron/Concrete pole bore sheets
- 2-I Construction Specifications
- 2-J Inventory/Material Data

3- Review for Finalizations

- 5-A Modification updates from CLBW
- 5-B Bid Package Finalizations

4- Construction & Permitting

- 4-A Project Review Meetings
- 4-B Engineering Support
- 4-C OH Construction Standards
- 4-D Permitting Activities
- 4-E Material Procurement
- 4-F Construction Drawings
- 4-G Assurance of Quality
- 4-H Design & Construction review
- 4-I Completed Construction Follow ups -asbuilts

5- Project Schedule

- 5-A Key Milestone Updates
- 5-B IFC Plans
- 5-C Construction Standards
- 5-D Completed Materials List

6- Cost Estimates

- 6-A Circuit 0603

7- Deliverables

- 7-A Provided Documentation
- 7-B Progress Design Submittals
- 7-C As-Built Plans



- 7-D Construction Standard Package Update
- 7-E Final Design
- 7-F Engineer Estimate of Probable Construction Cost

1 - Project Management

Target(s)

- Thorough and efficient management of all ECF deadlines and tasks.
- Open and continuous communication to fortify understanding throughout whole project life.
- Work Plan, Budget, and schedule management hitting all scheduled deadlines within approval times.

1-A Project Schedule Coordination

Projected Deliverables(s):

- Project coordination and open communication
- Projected project schedule & deadlines
- Monthly updates, internal meeting notes and consultations

Through communication between project teams on both ends we are able to create and fortify continuous success throughout project life and ability to submit all tasks in an efficient and timely manner. This will include ECF providing an initial schedule after circuit maps and loading information has been provided and that will be updated on a monthly basis with consultation with CLWB on any upcoming or needed updates or questions at hand. Which includes input from the City of Lake Worth Beach on all tasks at hand that have any affect on the Project along with ECF's performance.

Communicate openly and coordinate accordingly with all project teams to complete each task assigned as stated in project schedule and scope of work.

Project will align in correspondence with City of Lake Worth Beach's expectations for quality, schedule, technical, codes applicable, manual procedures and Project work plan along with ECF internal standards for drawing, documentation and code.

Expectations: CLWB to provide prompt communication as to due date and project completion estimates

1-B Project Updates/Control

Projected Deliverable(s):

- Project updates
- Schedule/ Work plan updates
- Projected output status updates and deadlines



Updated work plans, schedule deadlines, and budgets in accordance with City of Lake Worth Beach approval as required.

ECF will provide Project output log and progress updates continuously throughout each Key milestone along with consultation of all updates and expectations.

Data of all major project control activities and action items will be logged and submitted in a timely manner.

Expectations:

All logs and progress updates will be consistent and open for a strong project outcome.

1-C Document Control

Projected Deliverable(s):

- Data system and control documents
- Consistent updates on project status and files
- Record retention

All support needed for data control and documentation will be provided to support, organize and document project throughout its life period.

ECF shall provide progress meeting agenda, minutes and action items for each monthly progress meeting. ECF shall also submit invoices monthly and shall include progress report of work completed, invoice and copy of staff and hours worked on each phase of the project.

Consistent updates will be provided using set systems that will archive and collect data associated with project per procedures manual. Including Log and comments of incoming and outgoing documents from ECF servers and designated archived documents secured.

Expectations:

Document and data log will be standardized per ECF procedures and updated continuously.

1-D Project Updates and Review Meetings

Projected Deliverable(s):

- Meeting minute submittals and updates
- Monthly updates, internal meeting notes and consultations
- Task expectations and action items

ECF will provide with minutes/invites for 30 min on weekly project progress meetings with CLWB for



all updates, approvals and comments along with once a month 1-hour calls to provide thorough updates along with provided comments and analysis input on data submittals and production reports.

Any and all task expectations will be discussed and adjusted if need be and in accordance to City of Lake Worth Beach and ECF guidelines.

A schedule will be provided once approved on both sides for scheduled teleconference meetings and discussions on designated dates along with compiled minutes of in conference discussions or additional informative team minutes.

Expectations:

- Weekly 30 min review minutes on project progress.
- Monthly 1-hour teleconference meeting discussion and approval updates.
- Updated and thorough meeting minutes provided continuously throughout project life.

2- Design

Projected Deliverable(s):

- Design Criteria
- Construction Drawing 60%, 90%, 100%, IFC
- Estimated hours (monthly breakdowns)
- Project construction Estimates (both materials and labor)

Information review from all standards and project meetings including all data analysis and site visit entries. Summation of project Design Criteria for City of Lake Worth review and approval. Proposed final design according to designated design standards and procedures.

Guarantee scope and Design Criteria is up to standard and properly approved by City of Lake Worth. Will provide detailed base design for engineering and ECF will provide continuous updates throughout life of the project.

Below is the summary of activities for the overhead Feeder Design

2-A Drafting department to create background drawing from GIS system or existing CAD drawings

2-B Field Investigator to gathering the following information

- Pole location
- Pole type
- Span distance
- Heights attachments when applicable
- Framing
- Equipment on pole -Including franchise utilities, quantity, estimated size and type
- Accessibility

2-C Consolidate and process Data-from field and CLWB



2-D Conceptual Design to show in construction drawing all below grade utilities show on the Sunshine design ticket within 10 ft radius of proposed pole location.

2-E Conceptual Design Approval/CLBW

2-F Engineering Design

- Calculate load
- Determine wind loading using Pole Foreman
- Research equipment to provide recommendations to CLBW
- CLWB will provide equipment list of pole line hardware and materials. ECF to supplement with any additional materials needed to complete the project.
- Research environmental restrictions as to location of cable and depth
- Review lightning protection (LA) and add where needed
- Apply applicable CLBW standards
- Inventory material
- Create construction drawing and notes

2-G Add/modify construction framing standards as required to complete the project. CLWB to provide current framing and UG standards in CADD for review/reference.

2-H Provide pole bore sheets for each Ductile Iron or Concrete pole required to complete the project.

2-I Provide specifications for construction

2-J ECF to provide complete inventory list of materials required to complete the project. CLWB to provide list of approved/stocked materials to be utilized during construction.

Expectations:

- CLWB to provide load data and GIS information
- ECF will incorporate all City of Lake Worth's standards when possible and follow ECF protocol and standards at all times.
- CLWB to provide current construction standards

3- Review and finalization

- Update with recommendations from CLWB
- Finalize bid package

4- Construction & Permitting:

Projected Deliverable(s):

- ECF will meet all possible overhead/underground construction standards for City of Lake Worth and ECF guidelines.
- All standards will be up to date and reflect current systems.
- Will maintain an updated log of all key milestones and action items and answer all questions with pre-construction meetings.



4-A ECF will initiate and attend Pre-construction meeting to answer all questions and ensure all standards are being planned for and met.

4-B ECF to provide a 4 hours a week for the length of construction of each circuit to provide engineering support during construction. This will be answering engineering questions or RFIs.

4-C Review and update City of Lake Worth Beach's construction standards for overhead pole top, equipment construction, guying and anchoring construction, grounding and arresters construction, secondary and services construction as required.

4-D Review project permits and determine/crosscheck as needed. Identify additional agencies or utilities that require permits from other agencies during construction.

4-E Create list of items of material items projected to be required for each phase of project. Listed by structure type, description identification, manufacturer and catalog number or proper specifications required. Quantity estimates of all items required with appropriate projections applies to allow for any possible breakage or loss per classified material which will be up to standards and forwarded to City of Lake Worth accordingly.

4-F ECF will generate associated drawings required during the construction phase of project meeting CLWU and ECF standards as fit.

4-G All objectives established for project will be met to highest quality. ECF will assure this by collecting project-related data throughout the life of the project including, design and structure criteria, supporting calculations and equipment sizing. Which can and will be submitted to CLWU if asked or needed.

4-H Design and construction reviews will be compiled including preliminary plan drawings, design criteria and supporting data and calculations. All reviewed comments will be addressed and any changes needed will be incorporated.

4-I Completed Construction Follow ups of updated construction drawings with any additional changes that happened throughout life of project. Along with any additional assistance needed for close-out documentation of project with incorporated record drawings.

Expectations: CLWB will provide prompt communication regarding RFI's that come from the construction contractor

5- Project Schedule.

Projected Deliverable(s):

- Project schedule provided.



- IFC plans, construction standards, pole bores and complete materials list.

5-A ECF to provide a project schedule indicating key milestones, design submittal dates at 50/90/100% throughout project life, including the schedule shall include an opportunity for review of draft documents, if necessary. The schedule should identify expectations of CLBW staff necessary to meet this deadline.

5-B All IFC plans and standards will be met to accordance.

5-C All construction standards will be pre-reviewed and met with CLWU.

5-D All material lists and pole bores will be pre-established and reviewed with CLWU.

Expectations: CLWB to provide prompy feedback regarding schedule dates

6- Cost Estimate

| Task 0603-361 poles | Total |
|---------------------------------|-------------------|
| Drafting Total | 200 |
| Design Total | 1120 |
| Review Total | 248 |
| Construction Total | 96 |
| Total hour for task 0603 | 1664 |
| Total Cost for task 0603 | \$ 217,920 |

Total NTE: \$217,920

7-Deliverables

7-A ECF to deliver the following documents as consistent deliverables.

- Project Schedule updated monthly
- Project Weekly Updates
- Autocad Drawings
- Permit drawings such as Plan & Profile drawings
- CLBW to apply for FDOT/PBC permits and provide ECF with the permitting guidelines
- Excel inventory sheet

7-B ECF to provide a project schedule indicating key milestones, progress of design submitted at 60%, 90%, 100% throughout project life and IFC Plans.

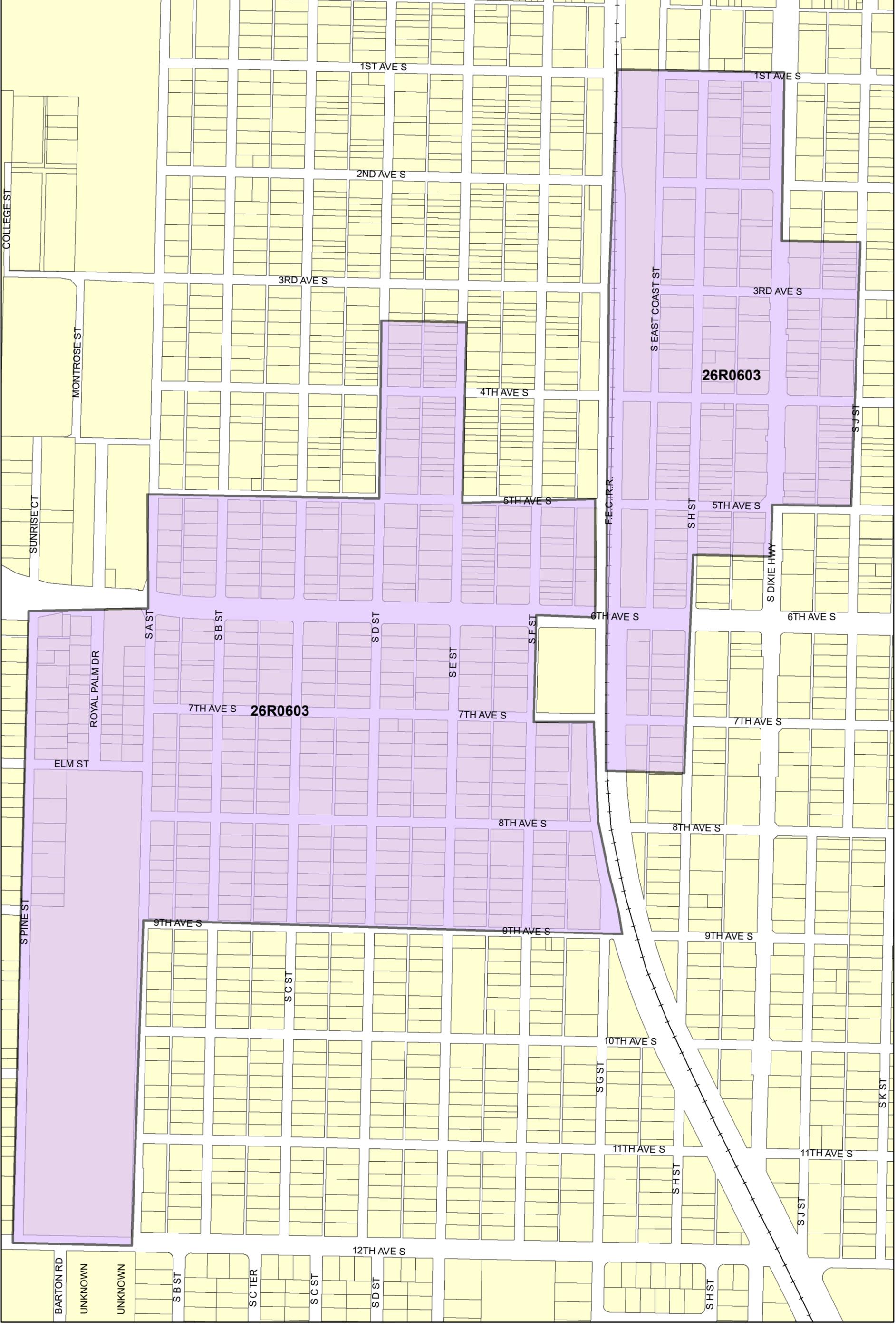


7-C As-Built plans

7-D Any new, revised or updated construction standards required to complete the project shall be added to the Construction Standards package and open for any questions throughout all review meetings and will be updated according to standard and expectations.

7-E Final design needs to include, locations for reclosers, switch tie-points & open-points converting the radial system to a grid/mesh electrical distribution system when applicable.

Expectations: CLWB to return review comments promptly



EXECUTIVE BRIEF ELECTRIC UTILITY MEETING

AGENDA DATE: March 30, 2021

TITLE:

Third Addendum with Level One LLC

SUMMARY:

The Third Addendum to the Master Services Agreement authorizes Level One LLC to provide processing, printing and mailing of utility bills from April 1, 2021 to April 1, 2022 in an amount not to exceed \$200,000.

BACKGROUND AND JUSTIFICATION:

On April 1, 2014 after conducting a competitive solicitation process, the City entered into a 5-year Master Services Agreement with Level One LLC for processing, printing and mailing of paper utility bills. The Agreement had two (2) additional one (1) year renewal options, which the City exercised and which expired as of April 1, 2021.

Earlier this year, the City initiated a Request for Proposal process for these utility billing services. However, due to the long-lead time needed for a new vendor to commence the services (and/or for the City to re-design its bills), adequate time did not exist to award the services to a new vendor or re-design the bills. Thus, the City has requested and Level One has agreed to extend the Master Services Agreement for an additional year. This will give the City the time it needs to re-solicit the services and build in the lead-time for a new vendor and/or re-design of the bills.

Under the City's Procurement Code, the City Commission can waive the competitive selection procedures set forth in the procurement policy upon the recommendation of the procurement division and/or City manager that it is not practicable or advantageous for the City to do so because goods and/or services cannot reasonably be acquired through the normal competitive selection process due to insufficient time, the nature of the goods or services, or other factors.

The Procurement Division is recommending waiver of the competitive selection procedures for the Third Addendum due to insufficient time for the City to select/utilize a new vendor for these services and/or re-design the utility bills. The Procurement Division and Electric Utility have conducted a good faith review of the available sources and believe a one (1) year extension of the Master Services Agreement with Level One LLC under these circumstances is in the best interests of the City.

MOTION:

Move to approve/disapprove the Third Addendum to the Master Services Agreement with Level One LLC in an amount not to exceed \$200,000.

ATTACHMENT(S):

Fiscal Impact Analysis

Third Addendum
 Level One LLC Master Services Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--|------------------|------------------|-------------|-------------|-------------|
| Capital Expenditures | 0 | 0 | 0 | 0 | 0 |
| Operating Expenditures | \$100,000 | \$100,000 | 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 | \$100,000 | \$100,000 | 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

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|---------------------|----------------|-------------|-----------------|--------------------|----------|
| 401-1240-513.34-50 | Other Contract Serv | | \$935,860 | \$127,082 | -\$100,000 | \$27,082 |

THIRD ADDENDUM TO UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT

THIS THIRD ADDENDUM TO THE AGREEMENT (“Third Addendum”) is entered into as of the April 1, 2021, by and between the City of Lake Worth Beach, a Florida municipal corporation (“City”) and Level One, LLC, a corporation authorized to do business in the State of Florida (“Provider”).

RECITALS

WHEREAS, on or about April 2, 2014, the City and Provider entered an agreement for the Provider to provide processing, printing and mailing of paper communication services for the City (the “Agreement”); and,

WHEREAS, the Agreement had an initial five (5) year term with two (2) one year renewal options consistent with the Request for Proposal (RFP No. 12-13-206) for the needed services; and

WHEREAS, the City and Provider renewed the Agreement on April 2, 2019, and extended the termination date to April 1, 2020 by amendment to the Agreement (the “First Addendum”); and

WHEREAS, the City and Provider renewed the Agreement on March 3, 2020 and extended the termination date to April 1, 2021 by amendment to the Agreement (the “Second Addendum”); and

WHEREAS, the City has determined that the extension of the Agreement by this Third Amendment is necessary without competitive selection under the City’s Procurement Code and Policy; and

WHEREAS, the City and Provider wish to extend the Agreement for an additional one (1) year under the same terms, conditions and pricing remaining the same.

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 Provider agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to March 31, 2022.
3. **Amount Not To Exceed.** The maximum amount not to exceed for this Third Addendum 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 Provider 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, Provider 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 Contract.** The City and the Provider agree that the Agreement, the First Addendum, Second Addendum and this Third Addendum 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 the Agreement, the First Addendum, Second Addendum and this Third Addendum 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, as amended, remain in full force and effect.

6. **Counterparts.** This Third Addendum 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 Third Addendum via facsimile or email and such signature is as valid as the original signature of such party.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Second Addendum to the Utility Billing Processing, Printing, and Mailing Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, 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

PROVIDER: **LEVEL ONE LLC.**



[Corporate Seal]

By: _____
John Parker Boland

Print Name: John Parker Boland

Title: General Manger

STATE OF Pennsylvania)
COUNTY OF Chester)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24th day of March 2021, by John P. Boland, as the General Manager [title] of **Level One LLC.**, 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.

Maryellen Less

Notary Public Signature

