



AGENDA
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 27, 2024 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Mayor Betty Resch

AGENDA - Additions / Deletions / Reordering:

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

- A. [Presentation regarding human, environmental and economic reasons for best city lighting practices by Mario Motta, MD, FACC, brought forward by Commissioner Stokes](#)
- B. Electric Utility Update by Ed Liberty, Electric Utility Director
- C. Water Utility update by Vaughn Hayduk, Water Utility Assistant Director

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [January 30, 2024](#)

NEW BUSINESS:

- A. [Hooper Corp. Work Order No. 1 to provide construction services for the Undergrounding of Overhead conductors at the 10th Ave. N., and Boutwell Road intersection](#)
- B. [Ratification of emergency procurement for Amendment #1 to Work Order #3 with Nucat Corporation for Main Yard Transformer Repairs](#)
- C. [Work Order #12 for Globaltech, Inc. to install new water quality analyzers and tank mixers](#)
- D. [Purchase Order for a Wilo Sewage Pump from PSI Technologies, Inc. for the Regional Master Pump Station](#)
- E. [Purchase authorization of new Backhoe for Water Utilities Distribution Department from Case Power & Equipment, Inc](#)
- F. [Task Order # 6 with KC Holdings Inc. for Environmental Protection Agency \(EPA\) Community Change Grant Services](#)
- G. [Task Order No. 6 with Kimley-Horn to conduct a comprehensive assessment of SCADA, telemetry, computer systems, and cybersecurity measures](#)
- H. [Change Order 1 to contract with Energy Erectors, Inc. for increased costs due to permitting delays of the Canal 138 kV Transmission Switchyard Project](#)

ADJOURNMENT:

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

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

Dr. Mario Motta, MD, FACC

- Board certified in cardiology
- Associate professor of medicine at Tufts University School of medicine
- Fellow of the American College of Cardiology and of the American Society of Nuclear Cardiology
- Past president of the Massachusetts Medical Society
- AMA Council of Science and public health for 8 years 2008-2016
- AMA trustee June 2018-2022
- Past member of Board of IDA
- Dark and quiet skies, UN office for outer space affairs

Light Pollution affects Human Health

- Interferes with circadian rhythms
- Melatonin suppression inhibits immune system
- Endocrine related carcinomas (Breast, prostate, Thyroid, pancreatic)
- ?? Colorectal Cancer
- Sleep, mood and depression, psychiatric disturbances
- Obesity and diabetes
- Coronary events and carotid disease
- Glare into roadways creates dangerous conditions for drivers and pedestrians
- Loss of our natural nocturnal environment contributes to loss of connection to nature and the inspiration of a star filled night sky

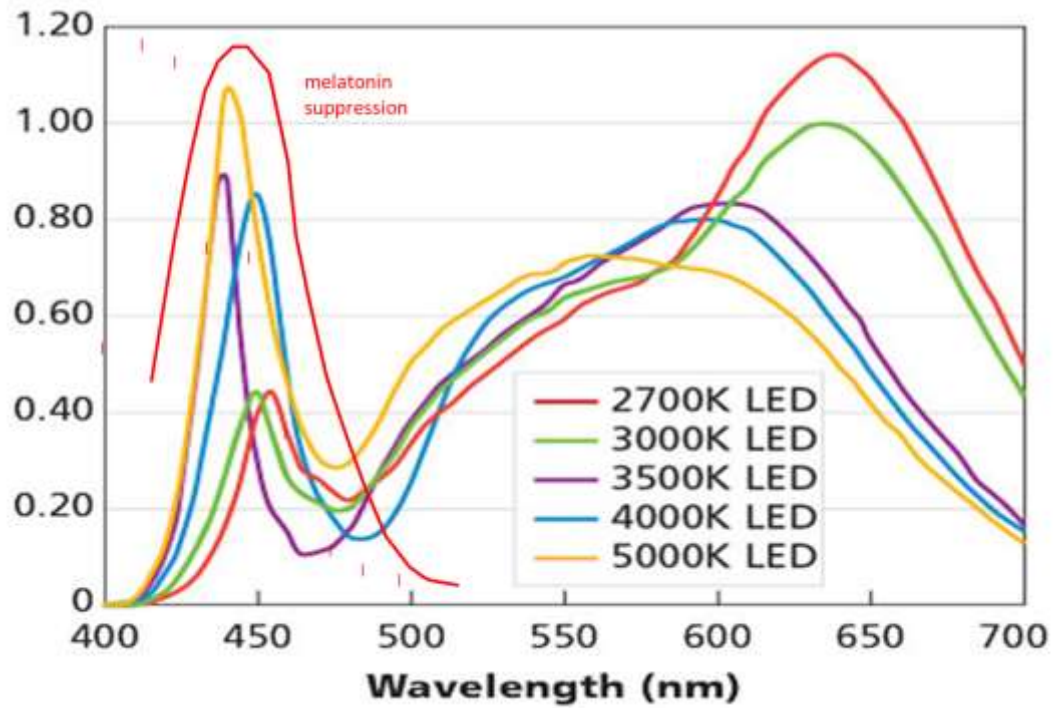


2700K

3000K

4000K

6000K

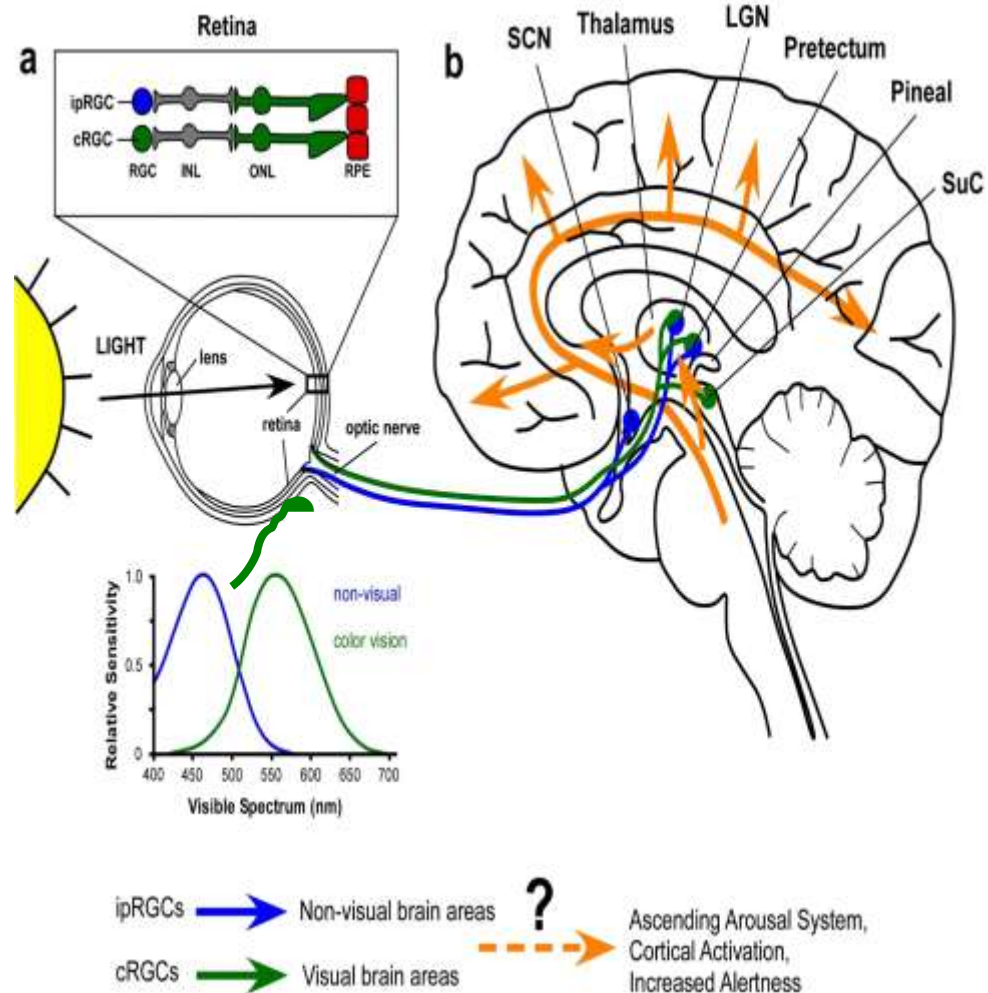


Mario Motta, US



Circadian Rhythmicity

- Regulates 10% of all human genes
- core body temperature
- sleep/wake cycle
- physical activity
- hunger and appetite
- metabolism
- hormone production (e.g., melatonin)
- expression of the circadian genes
- Immune adjunct



Adapted from Lockley & Gooley, Curr Biol 2006



The effect of reduced street lighting on road casualties and crime in England and Wales: controlled interrupted time series analysis

- Steinbach R, et al. J Epidemiol Community Health 2015;69:1118–1124. doi:10.1136/jech-2015-206012
- s This study found little evidence of harmful effects of switch off, part-night lighting, dimming, or changes to white light/LEDs on road collisions or crime in England and Wales
- Despite using 14 years of data on road traffic collisions in 62 local authorities, we found no convincing evidence for associations between street lighting adaptations and road traffic collisions.

Street Lighting and Road Safety

The Royal Society for the Prevention of Accidents, May 2018

- The latest evidence concluded that there was no evidence of an association between reduced lighting and nighttime collisions across England and Wales.
- Surveys have shown that the public are in favor of street lighting as a way of improving road safety and that, if anything, it needs to be improved in some areas.
- Misconception and bias among the public

BRIGHTER STREET LIGHTS CAUSE MORE ACCIDENTS

Marchant P, et al. J Epidemiol Community Health 2020;0:1–6. doi:10.1136/jech-2019-212208

- Brighter LED street lights don't prevent accidents – in fact they may do more harm than good, according to a prominent statistician, who says the accepted science on street lighting is wrong.
- No evidence was found for bright lamps leading to an improvement in road safety in any of the analyses. For this city, introducing brighter road lighting may have compromised safety rather than reducing harm.

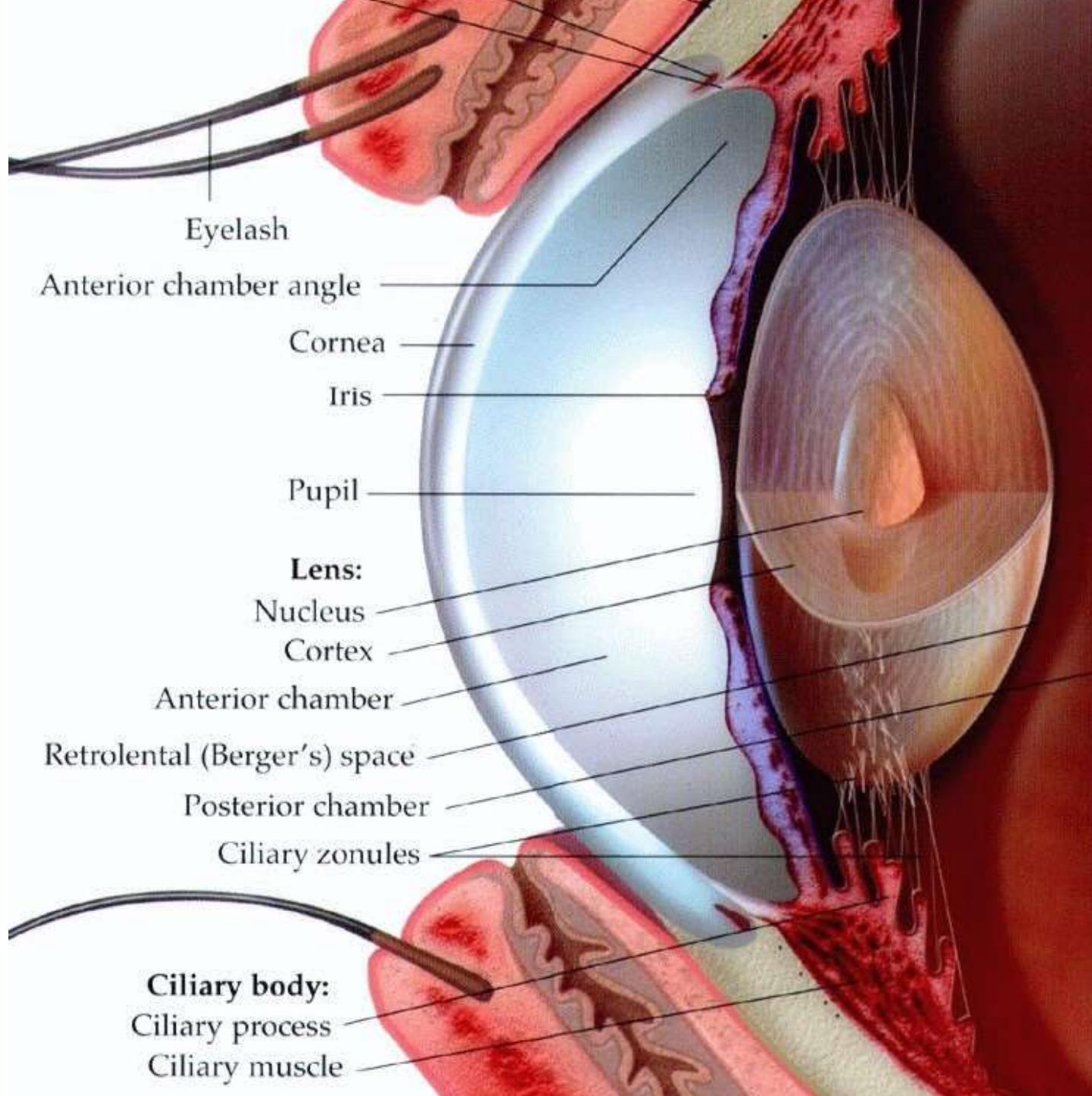
Normal, clear lens



Lens clouded by cataract



A cataract is an opacity of the normally clear lens which may develop as a result of aging, metabolic disorders, trauma or heredity



Eyelash

Anterior chamber angle

Cornea

Iris

Pupil

Lens:

Nucleus

Cortex

Anterior chamber

Retrolental (Berger's) space

Posterior chamber

Ciliary zonules

Ciliary body:

Ciliary process

Ciliary muscle

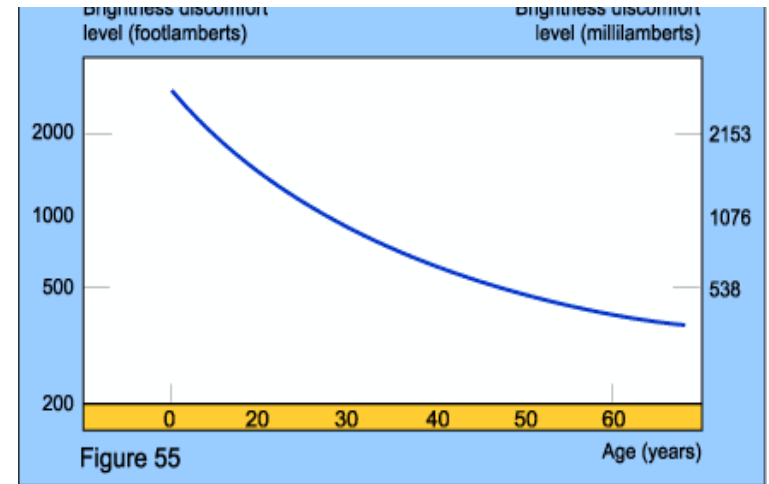
Medical Perspective

GLARE Response: Disability and Discomfort

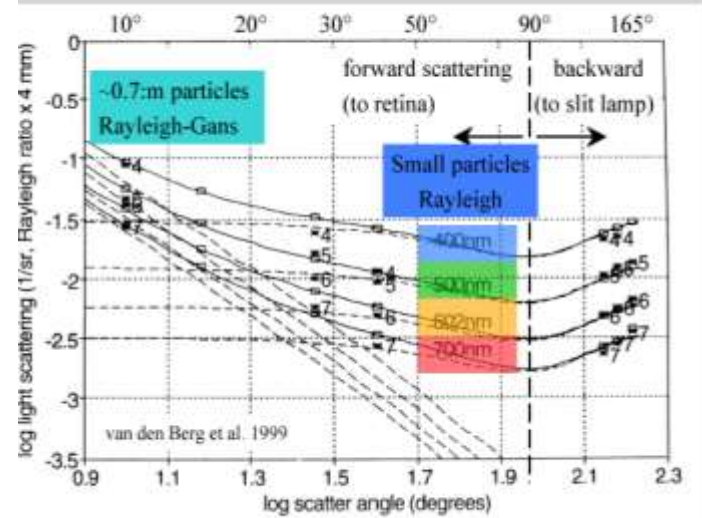
Physical and central nervous system response to light induced ocular stress

Photostress response involving:

- Sympathetic and parasympathetic Pupillary light reflex
- Blink reflex
- Accommodation –convergence reflex
- Miosis
 - ✓ Reduction in situational awareness
 - ✓ Potential for loss of balance and concentration
 - ✓ Age related impacts



Light scattering by isolated donor lenses (here 50 year old donor)



Visual function disturbance by retinal straylight

A typical situation in traffic: blinding by headlights of oncoming cars.

Young and healthy, $\log(s)=1.0$



Corneal haze or early cataract,
 $\log(s)=1.6$





LIGHTING OWNED
AND MAINTAINED BY
CITY OF
GLOUCESTER

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LED



Detection Distance vs. SPD & Offset

There was no difference in mean detection distances among the different lighting types for the pedestrians stationed closest to the roadway.

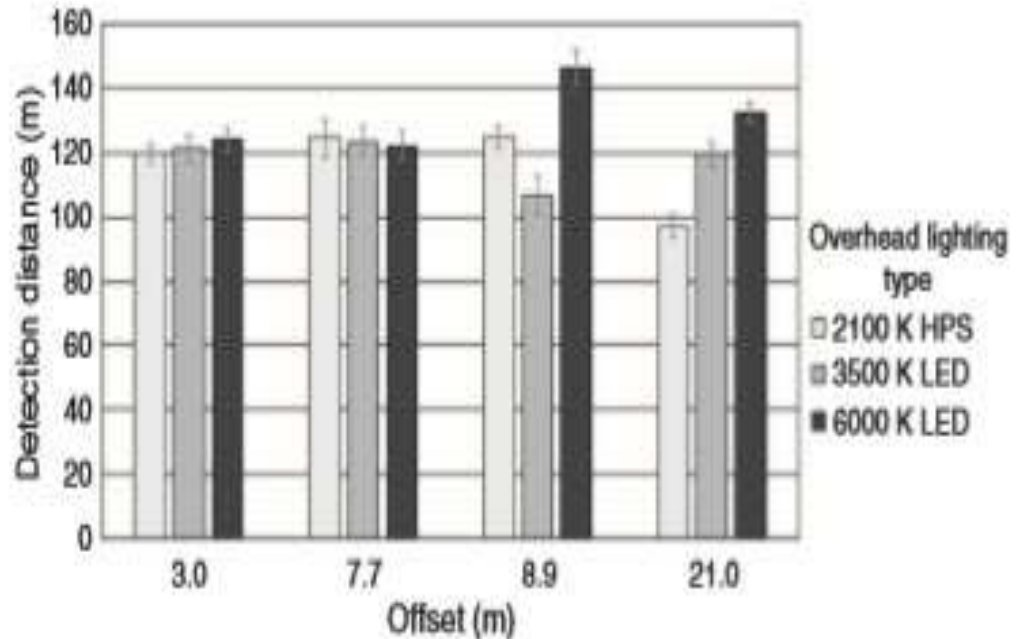
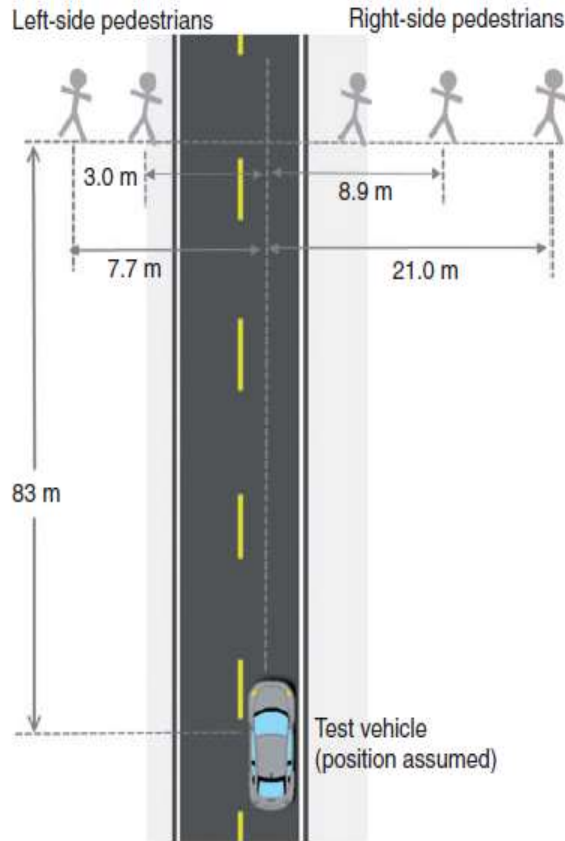


Figure 2. Pedestrian positions and offsets from the roadway

Applicability of mesopic factors to the driving task
Lighting res technology 2016 48(1):70-82

Alan Lewis, Ron Gibbons, et al



- **Panel Paper: Bright Lights, Safe Nights? the Effect of LED Street Lights on Crime in Los Angeles**

- November 9, 2018
- Coolidge - Mezz Level (Marriott Wardman Park)
- **Anthony R Harding** and Christopher Blackburn, Georgia Institute of Technology
-
- Our preliminary results indicate the elasticity of property crime rates with respect to LED intensity is 0.1. So, a 1% increase in the intensity of LEDs corresponds to a 0.1% *increase* in property crime rates.

- **Chicago Alley lighting project: Final report**

- April, 2000
- E Murrow, S Hutton, Research and Analysis Unit
- Illinois Criminal Justice Authority and University of Chicago

Myths of Outdoor Lighting

Myth: “Security Lighting reduces crime in urban outdoor areas.” : CALP

The “Chicago Alley Lighting Project” In multiple steps, the city:

- “upgraded & improved” the city’s 175,000 streetlights, which illuminate the arterial & residential streets.
- repaired & upgraded the lighting in & around viaducts and in Chicago Transit Authority stations.
- boosted lighting levels in alleys across the city.

The plan increased the alley lighting from 90 Watt bulbs to 250 Watts.

The intent of the program was to *increase feelings of safety and decrease crime in the alleys.*

Street lighting may enable rather than hinder street crime

30 March 2022

[Absence of street lighting may prevent vehicle crime, but spatial and temporal displacement remains a concern](#) in *Journal of Quantitative Criminology*

- Dr Edwards continued: “We didn’t set out to find the reasons for the observed changes, but it is possible that when lighting is switched off after midnight, offenders consider that the costs of committing a crime, such as using a torch, would likely raise suspicion among residents and risk being witnessed, outweigh the benefits.
- “When lighting is switched off after midnight the streets are likely to be in near darkness, which means that any would-be offenders may find it challenging to see if there are any valuable goods left unsecured in vehicles, so offenders may choose to move elsewhere to fulfil their intentions.”

Cities requiring 3000K or lower

- New York City
- Chicago
- San Francisco
- Los Angeles
- San Diego
- Tucson
- Phoenix
- Toronto **AMA compliant lighting**
- Montreal
- Davis
- Recently Seattle, Pittsburgh changing out old 4000K



Why all the debate when citizens prefer warmer light at night?

2009 AMA Council of Sciences and Health Resolution

Excessive light pollution comprises an inefficient use of energy and is a public health hazard for drivers, as well as an environmental disruption for several species.

AMA Policy – H27-135.932

Advocates for light pollution control and reduced glare from (electric) artificial light sources to both protect public safety and conserve energy

RESOLVED That our AMA develop and enact a policy that supports light-pollution reduction efforts and glare-reduction efforts at both the national and state levels; and be it further

RESOLVED That our AMA support that all future streetlights will be of a fully shielded design or similar non-glare design to improve the safety of our roadways for all, but especially vision impaired and older drivers.



2012 AMA CSAPH Rep. 4-A-12. "Light Pollution: Adverse Health Effects of Nighttime Lighting". Action of the AMA House of Delegates 2012 Annual Meeting: Council on Science and Public Health Report 4 Recommendations.

David Blask, PhD,
MD
Tulane

George Brainard,
PhD
Thomas Jefferson

Ronald Gibbons,
PhD
Virginia Tech

Steven Lockley, PhD
Harvard

Richard Stevens,
PhD
Univ Connecticut

Mario Motta, MD
Tufts

- **Supports the need for developing and implementing technologies to reduce glare from vehicle headlamps and roadway lighting schemes and developing lighting technologies at home and at work that minimize circadian disruption**
- Recognizes that exposure to excessive light at night, including extended use of various electronic media, can disrupt sleep or exacerbate sleep disorders, especially in children and adolescents. This effect can be minimized by using dim red lighting in the nighttime bedroom environment.
- Alerts public of the potential dangers of LAN on multiple health issues
- Supports the need for further multidisciplinary research on the risks and benefits of occupational and environmental exposure to light-at-night. That work environments operating in a 24/7 hour fashion have an employee fatigue risk management plan in place.
- Suggests using lower blue emission lighting
- 134 peer reviewed references



Human and Environmental Effects of Light Emitting Diode (LED) Community Lighting, 6/2016, CSAPH

AMA Policy:

- That our American Medical Association (AMA) support the proper conversion to community-based Light Emitting Diode (LED) lighting, which reduces energy consumption and decreases the use of fossil fuels. (New HOD Policy)
- That our AMA encourage minimizing and controlling blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare. (New HOD Policy)
- **That our AMA encourage the use of 3000K or lower lighting for outdoor installations such as roadways. All LED lighting should be properly shielded to minimize glare and detrimental human and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods. (New HOD Policy)**





RECOMMENDED PRACTICE FOR DESIGN AND MAINTENANCE OF ROADWAY AND PARKING FACILITY LIGHTING



Light Pollution and Cancer

William H. Walker, et al, Int. J. Mol. Sci. 2020, 21, 9360; doi:10.3390/ijms21249360

- exposure to artificial light at night (ALAN) is associated with several disorders, including increased incidence of cancer, metabolic disorders, and mood disorders
- Review article, multiple studies reviewed
- Several key processes involved in cancer growth are governed by circadian rhythms and there is a clear bidirectional relationship between circadian rhythms and cell division. Disruption of circadian rhythms influences oncogenesis. Indeed, clinical studies demonstrate a significant association between ALAN and breast cancer, and a modest relationship between ALAN and other cancers

The Influence of Melatonin on Immune System and Cancer

Anna Gry Vinther and Mogens H. Claesson

. Int J Cancer Clin Res 2015, 2:4

- Melatonin has been shown to play a fundamental part in neuro immune modulation. Besides regulating the circadian rhythm it works as a natural antioxidant with immune stimulatory and anti-cancer properties. Melatonin is a regulator of hemopoiesis and modifies various cells and cytokines of the immune system.

Melatonin elicits oncostatic properties in a variety of different tumor cells. A number of studies have documented that melatonin, given in combination with chemotherapy to patients with disseminated disease, increases the overall survival and reduces toxic side effects

Light at night and risk of breast cancer: a systematic review and dose–response meta- analysis

Urbano et al. *Int J Health Geogr* (2021) 20:44 [https://doi.org/10.1186/s12942-021-00297-](https://doi.org/10.1186/s12942-021-00297-7)

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- We performed a systematic review of epidemiological evidence on the association between LAN exposure and breast cancer risk, using a dose–response meta-analysis to examine the shape of the relation. We retrieved 17 eligible studies through September 13, 2021
- The dose–response meta-analysis, performed only in studies investigating outdoor LAN using comparable exposure assessment, showed a linear relation up to 40 nW/cm² /sr after which the curve fattened, especially among premenopausal women. This assessment of the dose–response relation between LAN and breast cancer supports a positive association in selected subgroups, particularly in premenopausal women.

- Comprehensive Longitudinal study 1989 – 2013
- 110K women NURSES STUDY
- Women exposed to the highest levels of outdoor light at night—those in the top fifth—had an estimated **14% increased risk of breast cancer** during the study period, as compared with women in the bottom fifth of exposure...As levels of outdoor light at night increased, so did breast cancer rates.- <https://www.hsph.harvard.edu/news/press-releases/outdoor-light-night-breast-cancer/>
- The study found a direct relationship between a woman's neighborhood nighttime light level before diagnosis and her later risk of developing breast cancer: The higher the light level, the higher the risk. These findings held even when taking into account many other factors that may also affect risk such as age, number of children, weight, use of hormone medications and a long list of additional potential confounders.

Peter James, Kimberly A. Bertrand, Jaime E. Hart, Eva Schernhammer, Rulla M. Tamimi, Francine Laden, Outdoor (2017) **Light at Night and Breast Cancer Incidence in the Nurses' Health Study II,** *Environmental Health Perspectives*, August doi: 10.1289/EHP935

Mario Motta, US



Evaluating the Association between Artificial Light-at-Night Exposure and Breast and Prostate Cancer Risk in Spain (MCC-Spain Study), Environmental Health Perspectives, April 2018

Qian Xiao, Peter James, Patrick Breheny, Peng Jia, Yikyung Park, Dong Zhang, Jared A. Fisher, Mary H. Ward, Rena R. Jones. Outdoor light at night and postmenopausal breast cancer risk in the NIH-AARP diet and health study. *International Journal of Cancer*, 2020; [USA](#)

Kloog, I., A. Haim, R. G. Stevens, M. Barchana, and B. A. Portnov. 2008. Light at night co-distributes with incident breast but not lung cancer in the female population of [Israel](#). *Chronobiology International* 25:65–81.

Kloog, I., A. Haim, and B. A. Portnov. 2009. Using kernel density function as an urban analysis tool: investigating the association between nightlight exposure and the incidence of breast cancer in [Haifa, Israel](#). *Computers, Environment and Urban Systems* 33:55–63.

Kloog, I., R. G. Stevens, A. Haim, and B. A. Portnov. 2010. Nighttime light level co-distributes with breast cancer incidence worldwide. *Cancer Causes & Control* 21:2059–2068.

Li Q, Zheng T, Holford TR, Boyle P, Zhang Y, Dai M. Light at night and breast cancer: results from a population-based case-control study in [Connecticut, USA](#). *Cancer Causes Control*. 2010;21:2281-2285.

Rybnikova N, Haim A, Portnov BA. 2015. Artificial light at night (ALAN) and breast cancer incidence [worldwide](#): A revisit of earlier findings with analysis of current trends. *Chronobiol Int* 32(6):757–773,

Keshet-Sitton A, Or-Chen K, Huber E, Haim A. 2016a. Illuminating a risk for breast cancer: A preliminary ecological study on the association between streetlight and breast cancer. *Integr Cancer Ther*,

Anbalagan M, Dauchy RT, Xiang S, et al. Disruption of the circadian melatonin signal by dim light at night promotes bone-lytic breast cancer metastases. Presented at: ENDO 2019; March 23-26, 2019

Kim YJ, Lee E, Lee HS, Kim M, Park MS. 2015. High prevalence of breast cancer in light polluted areas in urban and rural regions of [South Korea](#): An ecologic study on the treatment prevalence of female cancers based on National Health Insurance data. *Chronobiol Int* 32(5):657–667,

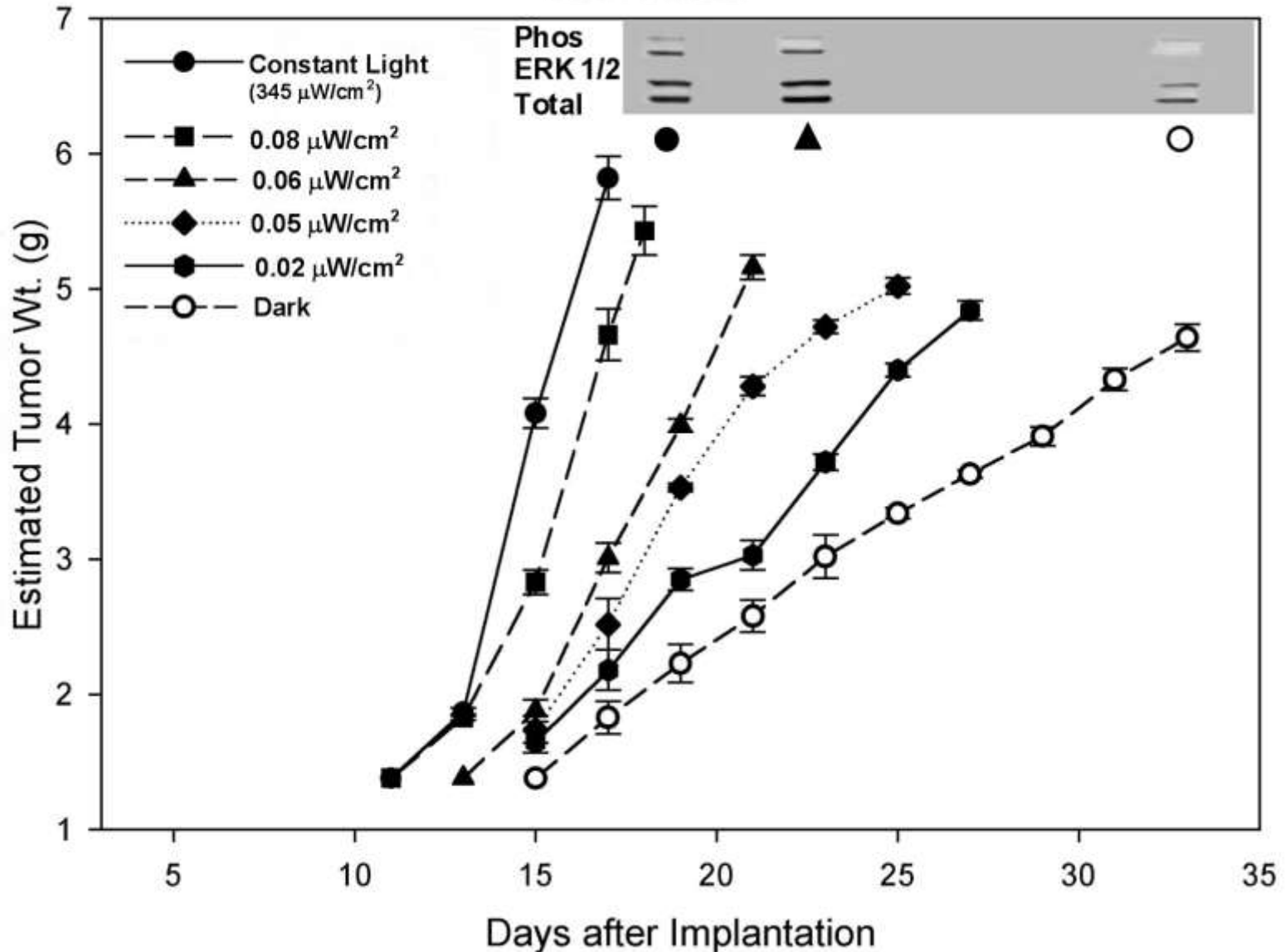
Mario Motta, US

One negative study from Canada has been published (Ritonja, 2020), possibly explained by higher use of blackout shades for northern summer sleeping. "Outdoor light at night at residences and breast cancer risk in [Canada](#)." *European Journal of Epidemiology* (2020)1-11



GROWTH RATES vs. LIGHT INTENSITY FOR HUMAN BREAST CANCER XENOGRAFTS

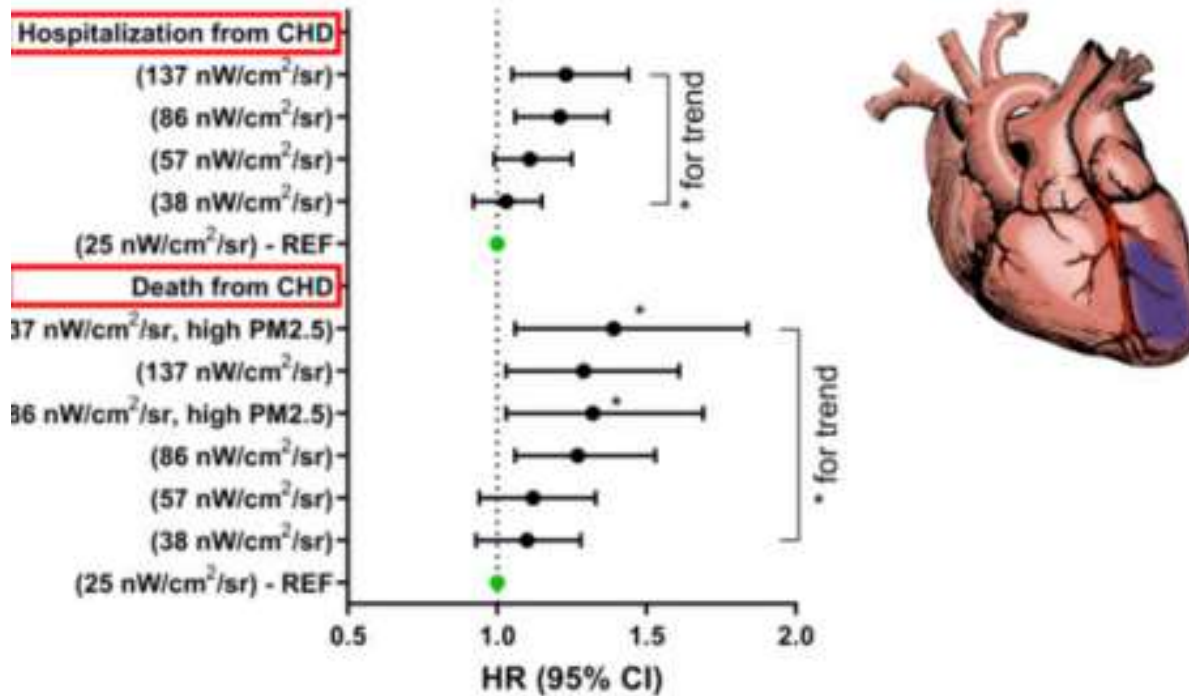
Blask et al, Tulane



The dark side of nocturnal light pollution. Outdoor light at night increases risk of coronary heart disease

Thomas Munzel et al, *European Heart Journal* (2021) 42, 831–834 EDITORIAL doi:10.1093/eurheartj/ehaa866

The impact of nocturnal light exposure on cardiovascular risk



Environmental Impacts from LAN

- Plants (trees, soy beans, budding, crop yields)
- Insects (reproduction, disruption, pollination)
- Birds (migration, foraging, sleep cycle disruption)
- Fish(predation, reproduction and life cycle disruptions)
- Faint skyglow affects 60% invertebrates, 30% vertebrates

“If a lighting environmental effect on a particular species has not yet been documented its probably because it has not yet been studied. In every case where a study has been performed, an effect has been determined !!” *Nature, Jan 16,2018, Travis longcore*



Blue light at night is bad for wildlife



Nocturnal pollinators go dark under street lamps

Plants illuminated by artificial lights see a drop in the number of insects that move pollen at night.

Jason Bittel

02 August 2017

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Disruptions to night-time pollination activities could also harm day-time pollinators such as bees and butterflies.

Researchers study effects of artificial light on fireflies

August 4, 2016 by Farisa Samarrai



Fireflies are a summertime staple, a magical element in many childhoods. But the numbers of "lightning bugs" appear to be dropping. A UVA study is examining whether their ancient signals might be lost in the glare of artificial lighting. Credit: University of Virginia



QUESTIONS ?

Dr. Mario Motta MD

Contact info drmariomotta@gmail.com

www.mariomottamd.com

Facebook: @drmariomotta

<https://zenodo.org/record/5874725#.YlR-xcjMIpd>

**MINUTES
CITY OF LAKE WORTH BEACH
UTILITY CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 30, 2024 - 6:00 PM**

The meeting was called to order by Mayor Betty Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:26) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega (via Zoom), Kimberly Stokes and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, Assistant City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

PLEDGE OF ALLEGIANCE: (0:44) led by Commissioner Reinaldo Diaz.

AGENDA - Additions/Deletions/Reordering: (1:07)

The agenda was not amended.

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

A. Electric Utility Update by Ed Liberty, Electric Utility Director (2:43)

B. Water Utility Update by Sam Heady, Water Utility Director (15:50)

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (31:47)

APPROVAL OF MINUTES: (31:57)

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

A. November 28, 2023

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

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

There were no items on the Consent Agenda.

UNFINISHED BUSINESS:

A. Electric Utility Storm Fund Discussion (34:10)

Action: Consensus to add a three-dollar charge to the electric utility bill to help fund the electric utility storm fund. The directions for fund usage & access will be brought forth at a future meeting.

B. PCA Discussion (1:06:17)

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to approve the PCA as

presented under the Base Case effective March 1, 2024 and to transfer \$1 million dollars from the PCA balance fund to the Electric Rate Stabilization Fund.

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

NEW BUSINESS:

A. Approval of Agreements with Plan B Solutions, LLC and Reinhausen Manufacturing, Inc. to furnish and install Dissolved Gas Monitors for analysis of the condition of substation power transformers (1:23:43)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner to approve the Agreements with Plan B Solutions, LLC and Reinhausen Manufacturing, Inc. to furnish and install Dissolved Gas Monitors for analysis of the condition of substation power transformers.

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

B. Approval of contract with Meyer Utility Structures, LLC to provide Spun Concrete Transmission Poles for new transmission line installations for the Electric Utility System Hardening and Reliability Improvement Program (1:25:15)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the contract with Meyer Utility Structures, LLC to provide Spun Concrete Transmission Poles for new transmission line installations for the Electric Utility System Hardening and Reliability Improvement Program.

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

C. Schweitzer Engineering Laboratories, Inc.'s Blueframe Software Contract Proposal to manage the EU's devices on the Operational Technology (OT) network (1:26:19)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Schweitzer Engineering Laboratories, Inc.'s Blueframe Software Contract Proposal to manage the EU's devices on the Operational Technology (OT) network.

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

D. Resolution No. 03-2024 – 2020 Consolidated Utility Revenue Bond Reauthorization (1:26:44)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 03-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 03-2024 – 2020 Consolidated Utility Revenue Bond Reauthorization.

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

E. Resolution No. 04-2024 – 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization (1:27:51)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 04-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve Resolution No. 04-2024 – 2020 Non-Ad Valorem Consolidated Utility Revenue Bond Reauthorization.

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

F. Resolution No. 05-2024 – 2022 Consolidated Utility Revenue Bond Reauthorization (1:28:13)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 05-2024, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2022 CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve Resolution No. 05-2024 – 2022 Consolidated Utility Revenue Bond Reauthorization.

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

G. Change Order #1 for Globaltech, Inc. adding additional vessels and membranes to existing Reverse Osmosis Trains (1:28:32)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve Change Order #1 for Globaltech, Inc. adding additional vessels and membranes to existing Reverse Osmosis Trains.

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

H. Change Order #2 with Globaltech, Inc. for the Flash Mixer Improvement (1:28:54)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve Change Order #2 with Globaltech, Inc. for the Flash Mixer Improvement.

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

I. Task Order #17 for Mock Roos and Associates, Inc. to provide design and bid phase services for the 10th and 13th Avenues North Project (1:29:16)

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve Task Order #17 for Mock Roos and Associates, Inc. to provide design and bid phase services for the 10th and 13th Avenues North Project.

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

ADJOURNMENT: (1:59:58)

Action: Motion made by Commissioners Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 7:31 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: February 27, 2024

Item time stamps correspond to the meeting recording on YouTube.

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Electric Utility

TITLE:

Hooper Corp. Work Order No. 1 to provide construction services for the Undergrounding of Overhead conductors at the 10th Ave. N., and Boutwell Road intersection

SUMMARY:

This Work Order No. 1 authorizes Hooper Corp., to complete construction services for the Undergrounding of Overhead conductors at the 10th Ave. N., and Boutwell Road intersection in the amount not to exceed \$341,158.80. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

Work Order No. 1 is for Hooper Corp. to complete system hardening and reliability improvements at the intersection of 10th Ave. N., and Boutwell Road. The City of Lake Worth Beach under a joint participation agreement with Palm Beach County for roadway improvements, plans to underground the primary electric distribution system at the intersection of 10th Ave N. and Boutwell Rd.

Overhead primary distribution conductors located along 10th Ave. N as well as crossing 10th Ave. N at Boutwell Road will be relocated underground along both streets at the intersection. Terminations shall be accomplished at new in ground vaults (hand-holes) and three (3) new utility poles shall be placed where the transition from overhead to underground occurs. Associated roadway work includes Maintenance of Traffic Services (MOT) as well as coordination with Palm Beach County Traffic Control so as to provide separation from new Palm Beach County traffic light mast arms. This project also includes the removal of overhead structures and conductors at the above-mentioned intersection as Palm Beach County will be installing new street lights to control traffic.

This Work Order is issued in accordance with IFB# 23-108 to those qualified contractors which are technically qualified and responsible bidders to provide work proposals for the City's Electric Utility SHRIP Program. Based on the quotations received for this SHRIP work, it has been determined that Hooper Corp. Work Order #1 is being recommended and is the best value for the City.

MOTION:

Move to approve/disapprove Work Order #1 with Hooper Corp., to provide construction services for the Overhead to Underground conversion of electric distribution conductors at the 10th Ave. N., and Boutwell Road intersection at a cost not to exceed \$341,158.80.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #1

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$341,158	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Engineering
GL Description	Improve other than Build/Infrastructure
GL Account Number	421-6020-531-63.15
Project Number	EL1905
Requested Funds	\$341,158
Remaining Balance	\$1,932
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Bond 2020

CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS
WORK ORDER NO. _____

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

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the System Hardening and Reliability Improvements project generally described as: 10th Ave North & Boutwell Rd Underground Electrical Improvements (the “Project”). The Project is more specifically described in the plans prepared by Hooper Corp, dated January 8th 2024, and which are incorporated herein by reference.

2.0 Scope

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

3.0 Schedule and Liquidated Damages

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

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed amount of **Three Hundred Forty-One Thousand One Hundred Ninety-Nine Dollars and Eighty Cents (\$341,158.80)**. The Work Order Price includes **Fifty-Six Thousand Eight Hundred Fifty-Nine Dollars and Eighty Cents (\$56,859.80)** as a contingency for unforeseen changes and potential additional changes requested by the City (“Contingency”). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City’s Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor. The attached proposal identifies all costs and expenses included in the Work Order.

The following Direct Purchases are to be made under this Work Order by the City: City of Lake Worth Beach will set three poles to transfer a street light, an antenna, and a separate device. Additionally, a termination will be made for electric service for a communication provider.

5.0 Project Manager

The Project Manager for the Contractor is Gary Shortridge, phone: 313-573-5165; email: GShortridge@hoopercorp.com; and, the Project Manager for the City is Jakub Pajak, phone: 561-273-6907; email: Jpajak@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Contractor’s Representations

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

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

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

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

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

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

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

9.0 Authorization

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth Beach and the Contractor, dated 09/28/2023, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

HOOPER CORPORATION

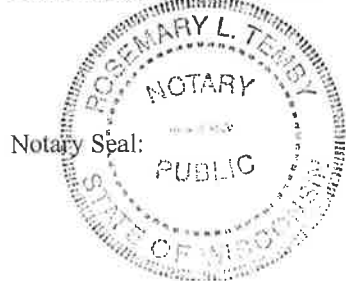
By: *G. Jacob Davie*

Print Name: G. Jacob Davie

Title: Vice President

STATE OF Wisconsin)
COUNTY OF Dane)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 11th day of January 2024, by Jake Davie, as the Vice President [title] of **Hooper Corporation**, a foreign profit Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Rosemary L. Tenby
Notary Public Signature
My Commission Expires: 02/01/2027

Hooper Corporation 10th & Boutwell Quote

1/5/2024

2/15/24R

Mobilization		1	\$ 4,999.03
Mot Plans and Traffic Control		1	\$ 50,050.00
URD Primary		UM	
Directional Bore 550ft - (2) 6in HDPE conduit	LF	1	\$ 29,836.11
Directional Bore 300ft - (2) 4in HDPE conduit	LF	1	\$ 17,021.11
Install 1 vault or splice box on corner	EA	1	\$ 22,762.99
Material HDPE	LS	1	\$ 34,089.00
Boring Restoration	LS	1	\$ 12,100.00
Install 600ft of 1000mcm 28kv Cable 1st run from box to pole to east	LF	1,800	\$ 8,892.00
Install 330ft of 1000mcm 28kv Cable 1st run from box to pole to west	LF	990	\$ 4,890.60
Install 400ft of 1/0 TPX AL 28 KV from box to new riser pole on Boutwell	LF	400	\$ 2,964.00
Install 300ft of 1/0 TPX AL 28 KV from box to new riser pole on 10th Ave	LF	300	\$ 2,223.00
Terminate 2 - 3phase 1000mcm riser Steel poles	EA	6	\$ 3,943.44
Terminate 2 - 3phase 1/0 riser poles	EA	6	\$ 2,957.70
3- 500mcm splices - in Manhole	EA	3	\$ 1,971.72
3- 1/0 TPX splices - in Manhole	EA	3	\$ 1,232.31
Street Lite Summary			
Install 4 concrete poles	EA	0	
Install 4 pull boxes	EA	0	
Install trench or bore 200ft- 2in conduit	LF	1	\$ 8,243.11
Install 200ft plus of secondary wire in conduit	LF	200	\$ 3,282.00
haul, wire, & assy of street lite pole total of 4	EA	0	
hand hole sec splices total of 4	EA	0	
one sec riser feed and terminate	EA	0	
provide secondary splices			
Sidewalk Repair	EA	5	\$ 9,315.55
Distribution Poles			
Frame & Install 1 new steel poles & DDE primary (East End)	EA	1	\$ 9,858.66
Install 1 deep anchor & guy system	EA	1	\$ 328.62

Install 1 guy system	EA	1	\$ 328.62
			\$ -
Install 45/1 wood poles West of Boutwell	EA	2	\$ 1,971.74
Frame Wood Poles West of Boutwell	EA	2	\$ 9,858.66
Install 45/1 wood poles North of 10th Ave (Installed by Others)	EA	0	
Frame 45/1 Riser Pole North of 10th Ave	EA	1	\$ 2,957.60
Removal of Existing Pole& Line			
8 spans of 3 phase 336 plus neutral appx 6000ft	LF	6,000	\$ 7,800.00
Remove framing on 6 3 phase poles	EA	6	\$ 6,408.00
cut poles to CATV 5	EA	1	\$ 328.62
pull 1 pole	EA	1	\$ 985.87
Additional Work on Riser Poles W. of Boutwell			
Remove 4 DDE's & splice staight thru remove framing, cut pole to CATV	LS	1	\$ 6,562.44
Sub - Contractor			
Mod & Demob	LS	1	\$ 3,850.00
Maintenance of Traffic LS - with lane Closures	LS	1	\$ 3,080.00
Total Quote			\$284,299.00

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Electric Utility

TITLE:

Ratification of emergency procurement for Amendment #1 to Work Order #3 with Nucat Corporation for Main Yard Transformer Repairs

SUMMARY:

Request for approval of Amendment #1 to Maintenance Work Order #3 due to discovery of equipment problems during scheduled maintenance of Main Yard Power Transformer TPTL-2.

BACKGROUND AND JUSTIFICATION:

Nucat Corp. was previously authorized to perform scheduled maintenance work at the Main Yard Transformer TPTL-2 under Work Order #3. On February 7th during Nucats during scheduled maintenance work on the TPTL-2 power transformer, testing revealed a failed bushing impacting the "C" phase of the transformer. The recommendation was to NOT return the transformer to service under these conditions. The preferred and safe course of action was to replace all "low-side" bushings on the transformer, and to begin work immediately so as to return the transformer to service as soon as possible.

The City does have spare bushings in stock, allowing the work to be expedited. The Main yard transformers are critical pieces of equipment required to maintain adequate electric system reliability. The Acting City Manager and Purchasing Department Staff were notified promptly of the emergent situation and the needed work has been initiated. Costs for the work were provided the next morning and the Amendment #1 to Work Order #3 was prepared on February 8th at a cost not to exceed \$36,720.00.

MOTION:

Move to approve/disapprove the ratification of emergency procurement for Amendment #1 to Work Order #3 with Nucat Corporation for Main Yard Transformer repairs at a cost not to exceed \$36,720.

ATTACHMENT(S):

Fiscal Impact Analysis
Amendment to Work Order

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$36,720	0	0	0	0
Capital	\$	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$36,720	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department		Electric Utility
Division		Transmission and Distribution
GL Description		Repair / Maint Services / Substation Equipment
GL Account Number		401-6034-531-46.71
Project Number		
Requested Funds		\$36,720.00
Remaining Balance	N/A	

FIRST AMENDMENT TO WORK ORDER NO. 3
(Electrical Equipment Inspection, Testing, Repair and Maintenance)
RFP#23-206

THIS FIRST AMENDMENT TO WORK ORDER NO. 3 (“Amendment”) is made on _____, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and **Nucat Corporation**, a Corporation authorized to do business in the State of Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide services for all goods, services, materials and equipment as identified herein related to the Electrical Equipment Inspection, Testing, Repair and Maintenance described as: **Emergency Repair to Transformer TPTL-2 (the “Project”)**.

2.0 Scope

Under this Amendment, the Contractor will provide the City with additional services for the Project as specified in the **Contractor’s Proposal attached hereto and incorporated herein as Exhibit “1”**.

3.0 Schedule

The additional services to be provided under this Amendment shall be completed within 10 calendar days from the City’s approval of this Work Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Amendment is issued for a lump sum, not to exceed amount of **\$ 36,720**. This Amendment amends Work Order # 3. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Contractor shall be solely responsible for any and all amounts which exceed those stated in “Exhibit 1” unless approved in writing by the City.

5.0 Project Manager

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

6.0 Progress Meetings

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

7.0 Authorization

This Amendment is issued pursuant to the Contract for Electrical Equipment Inspection,

Testing, Repair and Maintenance between the City of Lake Worth Beach and the Contractor, dated September 28, 2023, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Amendment, Work Order #3 and the Contract, the terms and conditions of the Contract shall prevail; however, the specific scope of services set forth in this Amendment and Work Order #3 shall take precedence over any other more general description of services.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Work Order #3 on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Jamie Brown, Interim City Manager

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

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director



[Corporate Seal]

Contractor:

NUCAT CORPORATION

By: David A. Bernier

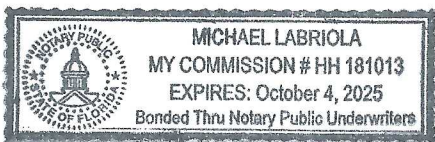
Print Name: DAVID A. BERNIER

Title: PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of Feb. 2024, by David A. Bernier as the PRESIDENT [title] of Nucat Corporation, a Corporation, who is personally known to me or who has produced FL DL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



[Signature]

Notary Public Signature

Exhibit "1"
Contractor's Proposal



NuCAT CORPORATION
657 RAMBLING DRIVE CIRCLE
WELLINGTON, FL 33414

PH: (561) 333-4021

February 7, 2024

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

Ref No.: NC02072401

Subject: Contract for Electrical Equipment Inspection, Testing, Repair And
Maintenance Services. Work Order # 14

Dear David:

Pursuant to your request, NuCat Corporation is pleased to provide you with this proposal to repair and test transformer TPTL2.

SCOPE OF WORK:

NuCat Corp. will provide all the materials, equipment, qualified manpower, and technical supervision to complete the following work on transformer TPTL2.

Replace all LV bushings.
Process oil into the transformer.
Perform electrical testing.
 Turns Ratio
 Insulation Resistance
 Power Factor

PRICING:

Total Price \$36,720.00

Sincerely,
David A. Bernier
David A. Bernier

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Water Utilities

TITLE:

Work Order #12 for Globaltech, Inc. to install new water quality analyzers and tank mixers

SUMMARY:

The Water Utilities Department will engage in a work order for Globaltech, Inc. to install new water quality analyzers and tank mixers at the Water Treatment Plant, North Booster Station, and South Booster Pump Station.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department is dedicated to providing excellent quality water to its customers. To achieve this goal, the department is undertaking a project to improve the water quality by installing new water quality equipment at the water treatment plant, and north, and south booster stations. The new equipment includes ammonia analyzers, chlorine analyzers, pH analyzers, and water tank mixing systems. These mixing systems are designed to prevent the formation of stagnant water layers, avoid nitrification, and protect against disinfection by-products such as trihalomethanes.

MOTION:

Move to approve/disapprove Work Order #12 with Globaltech, Inc. for the installation of water quality equipment in the amount of \$898,512.00

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #12

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$898,512	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utilities
Division	Water Treatment
GL Description	Water Utility Services / Improve Other than Build
GL Account Number	422-7021-533.63-00
Project Number	WT2402
Requested Funds	\$768,512
Remaining Balance	\$5,691
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Utility 2020 Bond

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Local Sewer
Division	Sewer Pumping
GL Description	Improve Other than Build
GL Account Number	423-7221-535.63-15
Project Number	LS2001
Requested Funds	\$130,000
Remaining Balance	\$560,000
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Utility 2020 Bond

**DESIGN-BUILD CONTRACT FOR WATER SYSTEM GROUND STORAGE TANKS
AND RELATED IMPROVEMENTS
WORK ORDER NO. 12**

THIS WORK ORDER FOR CONSTRUCTION SERVICES (“Work Order” hereafter) is made on the ____ day of _____, 2024, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 (“City” hereafter) and **Globaltech, Inc.**, a Florida corporation (“Contractor” hereafter).

1.0 Project Description:

The City desires the Contractor to provide those design-build services and work as identified herein related to the installation of Mixers and analyzers at the Water Treatment Plant (WTP), North Booster Station (NBS), and South Booster Pump Station (SBPS). The Project is described as **Mixers and Analyzers Installation** (the “Project”).

2.0 Scope

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

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **365 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **395 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order follows the parties’ execution of this Work Order and the City’s delivery of a Notice to Proceed to the Contractor via e-mail, facsimile, or other form of delivery as documented by the City. Substantial completion occurs when the services and work have progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order so that the Project can be utilized for its intended purposes. Final completion occurs when all services and work (including punch-list items) have been completed, and the Project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the damages the City would suffer if the Contractor neglects, refuses, or otherwise fails to complete the services and work within the specified time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum not to exceed **\$898,512.00 (eight hundred ninety-eight thousand, five hundred and twelve dollars and zero cents)**. The attached **Exhibit 2** identifies all costs and expenses included in the lump sum, not to exceed the amount.

5.0 Project Manager

The Project Manager for the Contractor is **Amir Keyvanzad**, phone: **561-997-6433**; email: **amir@globaltechdb.com**, and the Project Manager for the City is **Garry Baker**, phone: **561-586-1713**; email: **gabaker@lakeworthbeachfl.gov**.

6.0 Progress Meetings

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

7.0 Contractor's Representations

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

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

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

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities before commencing work. If required, additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

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

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

8.0 Warranty

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

9.0 Authorization

This Work Order is issued pursuant to the Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

Contractor: Globaltech, Inc.

By: B. Rahmani
Name: Bruce Rahmani, PE
Title: VP of Construction

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10th day of February 2024, by Bruce Rahmani, as the VP of Construction of Globaltech, Inc. a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

R. Cloyd

Notary Public Signature
Notary Seal:



“EXHIBIT 1”

Detailed Scope of Services Membrane Replacement

1. Engineering services shall include the following:
 - a. Prepare Draft & Final Work Orders for Mixers and Analyzers Installation
 - b. Issuance of purchase specifications and solicitation of vendor quotations
 - c. Prepare a preliminary design for the purpose of
 - i. DOH Permit application
 - ii. Finalize project schedule
 - d. Produce General, Mechanical, and Electrical/I&C drawings. Provide review sets to City of Lake Worth for review.
 - e. Obtain Palm Beach County Health Department Permits for Mixers at East Clearwell and South Booster Pump Stations (WTP & SBPS).
 - f. Obtain building department permits for each location.
 - g. Prepare and review submittals and RFI's as needed.
 - h. Site visits to review construction progress and compliance.
 - i. Startup services.
 - j. Consolidated O&M manuals for vendor supplied equipment.
 - k. Prepare record drawings.

By Divisions:

Div 1 General Requirement:

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

Div 2 Sitework

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

Div 5 Miscellaneous Metals

- A. Furnish and install an Aluminum platform, with Stairway and Handrail for the generator located at the North and South Booster Station

Div 9 Finishes

- A. Furnish and install signs and labels as needed
- B. Patch and repair areas affected by this Project

Div 11 Equipment

- A. Furnish and install five (5) mixers for the WTP East Clearwell with 200' cable, five (5) pipe mounts, and five (5) control panels
- B. Furnish and install one (1) mixer for the WTP GST and one (1) for SBPS GST with 50' cable, floor mount, and control panel

- C. Furnish and install two (2) CLX Chlorine Analyzer – Range 0 to 10 PPM for each pump station (North and South)
- D. Furnish and install one (1) MCX Monochloramine Analyzer – Range 0 to 10 PPM for each pump station (North and South)
- E. Furnish and install two (2) IWAKI magnetic drive pumps on the sample line for each pump station (South and North)
- F. Removing the Hach analyzer at the NBPS and handing over the equipment to the owner
- G. Connect the owner-furnished pH Probes at NBPS to the local transmitters and SCADA.
- H. Route the sample line discharge back to the tank at both pump stations (North and South) via recirculation discharge piping.

Div 17/26 Electrical/I&C

- A. Modify the existing power panel (C-2 Panel) and control panel (Disinfection System PLC Panel) to accommodate the five (5) new mixers and respective starter panels for the WTP East Clearwell.
- B. Modify the existing control panel (Duplex Transfer Pump Panel) to accommodate the one (1) new mixer and respective starter panel for the WTP GST.
- C. Furnish and install sufficient conduit and conductors required for the new mixing systems at the WTP.
- D. Furnish and install conduit and conductors for the two (2) new CLX Chlorine Analyzers at each pump station (North and South).
- E. Furnish and install conduit and conductors for the one (1) new MCX Monochloramine Analyzer at each pump station (North and South).
- F. Furnish and install conduit and conductors for the two (2) new magnetic drive pumps on the sample line at each pump station (North and South).
- G. Furnish and install conduit and conductors for the existing pH analyzer at the NBPS.
- H. Relocate existing devices on the west wall of the SBPS, as required, to accommodate new analyzers.
- I. Modify the existing MPZ and control panel to accommodate the one (1) new mixer and respective starter panel for the SBPS GST.
- J. Furnish and install sufficient conduit and conductors for new mixing systems at the SBPS.
- K. Provide programing at each site (WTP, SBPS, and NBPS) to integrate signals from the new mixers and analyzers.

Assumptions

- A. All permit fees are to be paid by the City of Lake Worth Beach.
- B. The mixer at NBPS will be installed by the City of Lake Worth Beach.
- C. pH probes for NBPS will be provided by the City of Lake Worth Beach and installed by Globaltech
- D. Storage Tanks and clearwells will be drained by the City of Lake Worth before the contractor entering the tank for work activities; upon completion of work, the City shall refill and disinfect the tank prior to placing the tank in service. The City will perform bacteriological testing as required by the PBCHD.

“EXHIBIT 2”

Cost Breakdown



Exhibit 2 Cost Breakdown

02/09/24

City of Lake Worth Beach
172446 LWB Mixers and Analyzers Installation

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172446 LWB Mixers and Analyzers Installation						
Bid Item: 1 General Requirements						
5	General Conditions (SUA)	LOT				
	Senior Estimator	HR	20	242.00	4,840.00	4,840.00
	Estimator	HR	40	98.00	3,920.00	3,920.00
	Submittal Processing & Review	HR	40	146.00	5,840.00	5,840.00
	O&M Manual	HR	40	146.00	5,840.00	5,840.00
	Progress Meetings	HR	20	242.00	4,840.00	4,840.00
	Construction Scheduler	HR	40	152.00	6,080.00	6,080.00
	Construction PM 6	HR	50	242.00	12,100.00	12,100.00
	Construction PM 4	HR	160	146.00	23,360.00	23,360.00
	Construction PM 2	HR	100	98.00	9,800.00	9,800.00
	Purchasing & Subcontract	HR	40	146.00	5,840.00	5,840.00
	Bldg Permits Application & Coordination	HR	30	146.04	4,381.20	4,381.20
	Construction Assistant	HR	100	76.00	7,600.00	7,600.00
				Bid Item Totals:	94,441.20	94,441.20
Bid Item: 2 Sitework						
2003	Mobilization (LWB)	LOT				
	Construction Project Manager	HR	18	146.00	2,628.00	2,628.00
	Construction Superintendent	HR	18	156.00	2,808.00	2,808.00
	4-Man Crew	CR-D	4	2,480.00	9,920.00	9,920.00
Bid Item: 1						
	Temporary Facilities	LOT				
	Container Rental	EA	6	300.00	1,800.00	2,214.90
	Sanitary	MONTH	6	400.00	2,400.00	2,953.20
	Job Site Office Supplies	LOT	1	2,000.00	2,000.00	2,461.00
	Waste Hauling	LOT	6	874.00	5,244.00	6,452.74

Cost Breakdown
Continued...

02/09/24

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Startup Crew	CR-D	4	2,480.00	9,920.00	9,920.00
	Punch Out Crew	CR-D	4	2,480.00	9,920.00	9,920.00
	Bid Item Totals:				46,640.00	49,277.84
Bid Item: 5 Metals						
	Misc Metals & Fasteners	LS	1	3,500.00	3,500.00	4,306.75
	Generator Stairs & Platform (N&S BPS)	LS	1	26,438.50	26,438.50	32,532.58
	Installation	CR-D	2	2,480.00	4,960.00	4,960.00
	Bid Item Totals:				34,898.50	41,799.33
Bid Item: 9 Finishes						
	Signs & Labels	LOT	1	900.00	900.00	1,107.45
	Misc Coatings	LOT	1	900.00	900.00	900.00
	Misc Application Material (Sundries)	LOT	1	200.00	200.00	200.00
	Installation 4-Man Crew	CR-D	2	2,480.00	4,960.00	4,960.00
	Bid Item Totals:				6,960.00	7,167.45
Bid Item: 11 Equipment						
	Mixers & Analyzers					
	WTP	LS	1	79,320.00	79,320.00	97,603.26
	N. Booster	LS	1	47,545.25	47,545.25	58,504.43
	S. Booster	LS	1	61,415.25	61,415.25	75,571.47
	PVC Pipe and Fittings	LS	1	5,000.00	5,000.00	6,152.50
	Booster Pumps & Accessories	LS	1	1,500.00	1,500.00	1,845.75
	Installation (5-Man Crew)	CR-D	25	3,056.00	76,400.00	76,400.00
	Construction Superintendent	HR	120	156.00	18,720.00	18,720.00
	Construction Assistant	HR	60	76.00	4,560.00	4,560.00
	Bid Item Totals:				294,460.50	339,357.41

Cost Breakdown
Continued...

02/09/24

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Bid Item: 17 I&C						
	I&C Materials	LS	1	12,800.00	12,800.00	15,750.40
	Installation & Programming	LS	1	25,536.00	25,536.00	25,536.00
	Bid Item Totals:				38,336.00	41,286.40
Bid Item: 26 Electrical						
	Electrical	LOT	1	153,027.05	153,027.05	153,027.05
	Electrical PM	HR	100	155.00	15,500.00	15,500.00
	Bid Item Totals:				168,527.05	168,527.05
Bid Item: 41 Rental Equipment & Misc Tools						
	Confined Space Equipment	Month	4	3,220.00	12,880.00	15,848.84
	Safety	HR	10	254.10	2,541.00	2,541.00
	Safety Equipment	LOT	1	2,000.00	2,000.00	2,461.00
	Misc Tools & Equipments	LOT	1	4,000.00	4,000.00	4,922.00
	Equipment Delivery & Pickup	LOT	2	550.00	1,100.00	1,353.55
	Bid Item Totals:				22,521.00	27,126.39
Bid Item: 100 Engineering						
	Engineering	LOT	1	110,394.00	110,394.00	110,394.00
	Bid Item Totals:				110,394.00	110,394.00
Bid Item: 102 Bonds & Insurance						
	Bonds	LOT	1	19,134.93	19,134.93	19,134.93
	Bid Item Totals:				19,134.93	19,134.93
	Grand Totals:				836,313.18	898,512.00

Attachment A

Work Order #12

Mixers and Analyzers Installation

	E6	E4	E2	E1	SCHEDULER	SR. CADD	SR. I&C	ADMIN 3	ADMIN 2	ADMIN 1	Total Labor	Subconsultant Services
Contractual Labor Rates \$/Hr.	\$276.00	\$186.00	\$126.00	\$96.00	\$152.00	\$139.00	\$168.00	\$112.00	\$85.00	\$58.00		
Task 1												
Project Coordination/Initiation												
Develop Work Order	8		24	4	8			2		2	\$7,172.00	
Project Estimation	8	8	24								\$6,720.00	
Project Coordination	16		40	8	8						\$11,440.00	
Subtotal Task 1	32	8	88	12	16	0	0	2	0	2	\$25,332.00	
Task 2												
Engineering Services												
Equipment Selection/Specifications for Plant	2		8	4							\$1,944.00	
Equipment Selection/Specifications for S Booster	1		4	4							\$1,164.00	
Equipment Selection/Specifications for N Booster	1		4	4							\$1,164.00	
Meet w/ Staff to Review Project	4		24	8			8				\$6,240.00	
Process Mechanical Design	2		16			16					\$4,792.00	
Electrical Design	2	4	24	4							\$4,704.00	
Prepare Purchasing Documents	2								4	2	\$1,008.00	
Building Department Application	2	4	8								\$2,304.00	
Conduct Pre-Installation Inspections	8		8	8							\$3,984.00	
Installation Protocol and Documentation	4		10	6						8	\$3,404.00	
Project Meetings	8		16	4	4				14	16	\$7,334.00	
Design Review Meeting	2	4	16	4		2					\$3,974.00	
Subtotal Task 2	38	12	138	46	4	18	8	0	18	26	\$42,016.00	
Task 3												
DOH Permitting												
DOH Permit For WTP	2		6	2						2	\$1,616.00	
DOH Permit For South Booster Station	2		6	2						2	\$1,616.00	
Preliminary Design Report (PDR) Development	2		10	8							\$2,580.00	
Final Clearance Application to DOH	2		2	6							\$1,380.00	
Subtotal Task 3	8	0	24	18	0	0	0	0	0	4	\$7,192.00	
Task 4												
Services During Construction												
Construction Site Visit	6	4	24	16							\$6,960.00	
Review Submittals	4	4	16	8				4	8	1	\$5,818.00	
Start Up	2	4	24	8			8				\$6,432.00	
Project Closeout	4		6	8					4	6	\$3,316.00	
Record Drawing	4		8	10		20				4	\$6,084.00	
QA/QC	4		8	8		8					\$3,992.00	
O&M Manual	2		4	8						16	\$2,752.00	
Subtotal Task 4	26	12	90	66	0	28	8	4	12	27	\$35,354.00	
Total	104	32	340	142	20	46	16	6	30	59	\$109,894.00	\$ -
Subconsultants												\$ -
Markup												\$ -
Total Subconsultant												\$ -
Reimbursable Expenses												\$ 500.00
Total												\$ 110,394.00

“EXHIBIT 3”

Quotes



LAZENBY
& Associates, Inc.

email: mail@lazenby.net
 WEB: www.lazenby.net
 Phone: (239) 567-9199
 Cell: (239) 292-1924

QUOTATION

DATE	Quotation #
2/2/2024	4486

Bill To
 Globaltech, Inc.
 6001 Broken Sound Parkway, NW
 Suite 610
 Boca Raton, FL 33487

Ship To

Lake Worth Beach Water Plant
 CLW Water Plant
 Attn: Garry Baker / Mike Suarez
 301 South College Street
 Lake Worth FL 33460

TERMS	FOB	DELIVERY
Net 30	Ship Point	TBA

QTY	ITEM	DESCRIPTION	Unit \$	Extended
		Pricing Valid Effective January 1, 2024		
2	MCX Analyzer	MCX Monochloramine Analyzer Monochloramine (Range 0 to 10 PPM using Phenate method) Total Ammonia (Range 0 to 2 PPM) Free Ammonia (by calculation) (Range 0 to 2 PPM) Cat. No. 28056	25,215.68	50,431.36T
2	SS22/3	The SS22 is a two stream liquid sample sequencer designed to allow a single chemical analyzer to provide data from two separate sources. It incorporates unique features which allow the SS22 to provide accurate data to a SCADA or other monitoring system.	7,838.00	15,676.00T
24	MCX REAGENT SET	MCX Reagent Set Cat NO 28178S Enough reagent to operate the MCX for 30 days	223.91	5,373.84T
	Shipping and Handling	Shipping and Handling	295.00	295.00T
		Subtotal		71,776.20
2	Startup T & L	Startup & training for equipment (per day) Travel & Living Expenses - Waived Subtotal	1,395.00	2,790.00 0.00 2,790.00
4	20040 CLX	CLX Chlorine Analyzer - Catalog Number 20040 The CLX Online Chlorine Analyzer allows for the reading of chlorine levels of process water on-line. The CLX has been designed to meet the design criteria specified by Standard Methods for the Examination of Water and Wastewater (21th Edition) Method 4500-Cl G. DPD Colorimetric Method which is listed by USEPA as an approved method. Range: 0 - 10 mg/L Requires reagent; either DPD free chlorine or DPD total chlorine.	4,647.83	18,591.32T
		Sales Tax	7.00%	6,325.73

Total \$99,483.25



To: Lake Worth Beach Utilities

Date: 01/09/2024

Project Name: South Booster Station

Kasco Contact: Bethany Thompson

Quote valid for 30 days



APPLICATION

Kasco Marine appreciates the opportunity to provide a proposal for one (1) Kasco CertiSafe™ submersible tank mixer for the project listed above. This solution will eliminate the potential thermal and chemical stratification to improve chlorine residual and water quality. On the following pages, you find the equipment we recommended for this project, pricing for the equipment, and product information. Note that part numbers appear after the listed equipment for use in generating purchase orders.

KASCO COMPANY HISTORY

Kasco is a family-owned and operated company that offers cost-effective, energy-efficient water quality improvement solutions at a measurable value, supported by a team that brings unmatched industry knowledge, engineering expertise, and real-time customer service. With over 50 years of experience manufacturing submersible units, our production volume means fast lead times and value pricing on raw materials that we pass on to our customers.

Our NSF61-certified, energy-efficient mixing systems are repairable and re-buildable, designed with bearing ratings that last more than 20 years, a blend cycle time that consistently outperforms the competition, and mounting options to fit any custom, reservoir, standpipe, tank, or tower design with coating in mind. Kasco's CertiSafe™ Tank Mixer for potable water is certified and tested to strict NSF/ANSI 61 & 372 standards and is ETL Listed to UL and CSA standards. Our team of experienced water quality experts will work with you to analyze your water quality data, select the best product(s) for your application, and offer your community an energy-efficient mixing system, improving water quality from the tank to the tap.

If you have any questions, please contact me at your convenience. I am happy to provide relevant project references at your request. The Kasco team appreciates this opportunity to work with you to implement our water quality solution.

Bethany Thompson

Municipal Territory Manager - Eastern US & Canada
M: 931.625.2750
bethany.t@kascomarine.com

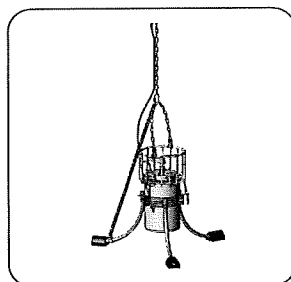
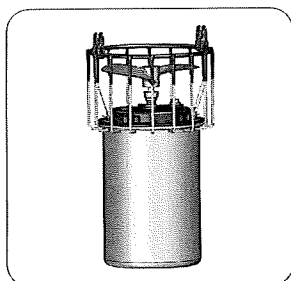
Lake Worth Beach Utilities
301 College Street
Lake Worth Beach, FL 33460
Michael Suarez
561-586-1708



PROPOSAL

South Booster Station

Recommended Equipment	Quantity	Price
4400HC61075	1	\$ 7,070.00
RM-150	1	\$ 3,500.00
CS-250	1	\$ 3,100.00
Equipment SubTotal		\$ 13,670.00
Discount		\$ 0.00
3 Year Warranty	1	\$ 0.00
Total.....		\$ 13,670.00



EXCLUSIONS AND CLARIFICATIONS:

1. Estimated shipping cost within the continental U.S. is \$200 per mixer package.
2. A 50ft NSF61 underwater power cable is included but electrical junction box, outside tank conduit and wiring should be provided and installed by a licensed electrician.
3. Manufacturer startup service and sales tax is not included in price.
4. Standard 3-year warranty included on all parts and labor. Optional 5-year warranty available for additional cost. Please inquire if you would like to add the 5-year warranty.



To: Lake Worth Beach Utilities

Date: 01/31/2024

Project Name: Clearwell Application

Kasco Contact: Bethany Thompson

Quote valid for 60 days



APPLICATION

Kasco Marine appreciates the opportunity to provide a proposal for five (5) Kasco CertiSafe™ submersible tank mixer for the project listed above. This solution will eliminate the potential thermal and chemical stratification to improve chlorine residual and water quality. On the following pages, you find the equipment we recommended for this project, pricing for the equipment, and product information. Note that part numbers appear after the listed equipment for use in generating purchase orders.

KASCO COMPANY HISTORY

Kasco is a family-owned and operated company that offers cost-effective, energy-efficient water quality improvement solutions at a measurable value, supported by a team that brings unmatched industry knowledge, engineering expertise, and real-time customer service. With over 50 years of experience manufacturing submersible units, our production volume means fast lead times and value pricing on raw materials that we pass on to our customers.

Our NSF61-certified, energy-efficient mixing systems are repairable and re-buildable, designed with bearing ratings that last more than 20 years, a blend cycle time that consistently outperforms the competition, and mounting options to fit any custom, reservoir, standpipe, tank, or tower design with coating in mind. Kasco's CertiSafe™ Tank Mixer for potable water is certified and tested to strict NSF/ANSI 61 & 372 standards and is ETL Listed to UL and CSA standards. Our team of experienced water quality experts will work with you to analyze your water quality data, select the best product(s) for your application, and offer your community an energy-efficient mixing system, improving water quality from the tank to the tap.

If you have any questions, please contact me at your convenience. I am happy to provide relevant project references at your request. The Kasco team appreciates this opportunity to work with you to implement our water quality solution.

Bethany Thompson

Municipal Territory Manager - Eastern US & Canada
M: 931.625.2750
bethany.t@kascomarine.com

Lake Worth Beach Utilities
301 College Street
Lake Worth Beach, FL 33460
Michael Suarez
Phone number

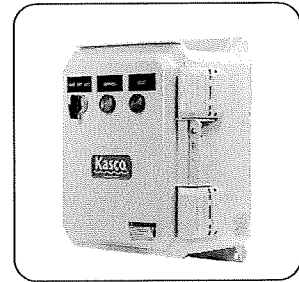
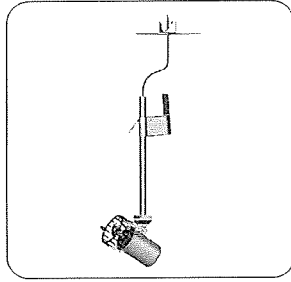
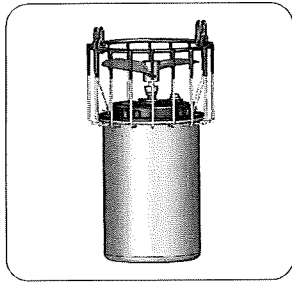




FIRM QUOTE

Tank Description

Recommended Equipment	Quantity	Price
2400C61200(1/2HP with 200' Cable)	5	\$ 36,850.00
PM-100 (Pipe Mont)	5	\$ 8,500.00
CS-150 (Advanced Control Panel)	5	\$ 15,500.00
Equipment SubTotal		\$ 60,850.00
Discount		\$ 0.00
Standard 3-year Warranty	5	\$ 0.00
Total.....		\$ 60,850.00



EXCLUSIONS AND CLARIFICATIONS:

1. Estimated shipping cost within the continental U.S. is \$200 per mixer package.
2. A 50ft NSF61 underwater power cable is included but electrical junction box, outside tank conduit and wiring should be provided and installed by a licensed electrician.
3. Manufacturer startup service and sales tax is not included in price.
4. Standard 3-year warranty included on all parts and labor. Optional 5-year warranty available for additional cost. Please inquire if you would like to add the 5-year warranty.



PO#/Quote #

ONLY ADD ITEMS IN YELLOW FILL AREAS

Date:	1/31/2024
Bill to:	Lake Worth Beach Utilities
	301 College Street
	Lake Worth Beach, FL 33460

Ship To/Jobsite:
301 College Street
Lake Worth Beach, FL 33460

Clear Form

ENTER PART #
HERE

Item	Product Description	QNT Y EA.	Warranty	List Price/Unit	Extended List
2400C61200	Kasco Certisafe 2400C61 NSF 61 Mixer 61 Mixer 200ft Power cable (5.7amps, 120V)	5		\$ 7,370.00	\$ 36,850.00
PM-100	Certisafe Pipe Mount Kit with NSF 61 Mixer61 Underwater Components and SST Eyebolt	5		\$ 1,700.00	\$ 8,500.00
176371	Certisafe CS-150 120V Advanced Control Panel	5		\$ 3,100.00	\$ 15,500.00
	Kasco Start-Up Per Plant (\$2500)	1		\$ 2,500.00	\$ 2,500.00
		0		0	\$ -
		0		0	\$ -
				Product Total	\$ 63,350.00
				Estimated Freight	\$ 1,000.00
				Total	\$ 64,350.00

This quote is for equipment with start-up by Kasco.

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Water Utilities

TITLE:

Purchase Order for a Wilo Sewage Pump from PSI Technologies, Inc. for the Regional Master Pump Station

SUMMARY:

The Water Utilities Department authorized the purchase of a Wilo Sewage Pump from PSI Technologies Inc. The cost of the pump should not exceed \$295,300.00.

BACKGROUND AND JUSTIFICATION:

The Sewer Pumping Division of the Water Utilities Department is responsible for the operations and maintenance of the Regional Master Lift Station. This lift station plays a critical role in ensuring that the Regional Sewer Infrastructure functions properly by moving untreated sewage through a 14-mile force main leading to the East Central Regional Water Reclamation Facility (ECR) Facility, managing a daily volume of approximately 8 million gallons of sewage.

To ensure that the lift station remains reliable, the Sewer Pumping Division has decided to purchase a new sewage pump from PSI Technologies Inc., the exclusive supplier of the pumps used in the original design of the Master Pump Station, 17 years ago. The purchase is subject to a procurement limit of \$295,300.00.

MOTION:

Move to approve/disapprove the purchase order with PSI Technologies Inc. for a Wilo Sewage Pump for the Water Utilities Department, at a cost not exceeding \$295,300.00.

ATTACHMENT(S):

Fiscal Impact Analysis
WILO Pump Quotation
PSI New Sole Source Form

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$295,300.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utilities
Division	Sewer
GL Description	Pumping Regional
GL Account Number	426-7490-535.63-15
Project Number	RS2401
Requested Funds	\$295,300.00
Remaining Balance	\$29,700.00
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Lake Worth Beach Assessment of the Regional Sewer Partners Repair and Replacement.



PSI Technologies Inc

3520 Investment Lane Unit #3
Riviera Beach, Florida 33404

Phone: 561-660-0022 Email: tom@psi-techinc.com

Master Lift Station Pump - Quotation

Company:	City of Lake Worth	Date:	02-14-2024
Contact:	Judy Love	Quote#:	TK0129-2024
Street:	1820 2 nd Ave. North	Quote Valid:	8 Months – October 2024
CSZ:	Lake Worth Beach, FL 33460	Terms:	30 Days
Phone:	(561) 586-1719	Shipping:	Included
Email:	jlove@lakeworthbeachfl.gov	Prepared By:	Thomas Kalinski

Quantity	Description	Unit Price	Total Price
1	<p>WILO pump model # FA30.78D-740/FKT 57-8/76GEx-E3.</p> <ul style="list-style-type: none"> • Impeller diameter: 740.00 mm – 12” discharge • duty point - volume flow Q: 5000 - head H: 176 • discharge connection pump: DN300 PN10 • material hydraulic casing: GGG 50 (0.7050) • material impeller: SS 1.4517 • material casing wear ring: 1.4462/1.4470 • material impeller ring: 1.4308 • motor description: FKT 57-8/76GEx-E3 • efficiency class: IE3 based on IEC 60034-30 - approval: FM • voltage V: 460 ~3 - rated current: 475.00 a - starting current: 2,710.00 a • rated power: 280.00 KW - frequency: 60 Hz • full load speed: 894 RPM • type of starting: direct - parallel • service factor: 1.15 • max. power input: 300.0 KW • monitoring windings internal: 3 BI-130°+3 BI-140°C • mon.motor/sealing chamber int.: motor chamber • monitoring terminal chamber: terminal chamber • monitoring leakage chamber: float switch for leakage chamb • material motor casing parts: GG 25 (0.6025) material sealing casing: GG 25 (0.6025) • material motor shaft: 1.7225 • cable length: 15.0 m protection hose length: 0.0 m • cable 1: number: 2 • power supply 1: NSSHÖU-J RU 3x95/50 • cable4: number: • 1 control cable: NSSHÖU-J RU 7x1,5 • Includes - Coating of volute interior and entire exterior of pump with Ceram C0 	\$295,300.00	\$295,300.00
	Lead Time = 36-40 Weeks		
	Delivery Included		
	Total Cost		\$295,300.00

Accepted By / Date: _____



WILO USA LLC, 9550 W. Higgins Rd. #300, Rosemont, IL 60018
Wilo USA LLC, 86 Genesis Parkway, Thomasville, GA 31792

06/21/2023

June 21, 2023

Judy Love - City of Lake Worth Beach

1820 2nd Ave North

Lake Worth Beach, FL 33460

561-586-1716

Attn: Judy Love

Subject: Exclusive Distributor

Dear Mrs Love:

Wilo USA LLC, a subsidiary of Wilo SE, is the sole provider in the United States of pumps and mixers manufactured under the Wilo brand.

This letter confirms that PSI Technologies, Inc. is our exclusive sales distributor for Wilo USA LLC. [Previously known as EMU until purchased by Wilo AG in 2003] water & wastewater pump and mixer sales for your served area as of October 1, 2018. This responsibility includes purchase of new products, OEM repair parts, repairs and maintenance.

No other distributor is authorized to sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Wilo-USA in your served area.

Your contact is:

PSI Technologies, Inc.
Address 3520 Investment Lane, Unit #3
Phone 305-998-1371
www.psi-technologies.com

For questions regarding this issue, please contact Harold Adams at Harold.adams@wilo-usa.com or Stacy Curti below.

Joseph Jackson
Water Management
Director of Sales
Wilo USA LLC

CC: Harold Adams, SE Sales Manager
Stacy Curti

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Water Utilities

TITLE:

Purchase authorization of new Backhoe for Water Utilities Distribution Department from Case Power & Equipment, Inc

SUMMARY:

Lake Worth Beach Water Utilities plans to purchase a Case 580SN 4WD T4 FINAL weighing 17,810 lbs. by piggybacking the Florida Sheriff's Contract for an amount not to exceed \$141,000.00.

BACKGROUND AND JUSTIFICATION:

Water Distribution Crews use Backhoes in their everyday workload. Backhoes are known for their versatility and maneuverability. They can be used on many job sites and can navigate rough terrain. They're well suited to tasks such as digging, loading, trenching, and backfilling.

Case Power & Equipment provided a quote for the Case 580SN Backhoe under vehicle specification #209. This is a (Piggyback) agreement under the Florida Sheriff's contract.

MOTION:

Move to approve/disapprove the Purchase with Case Power & Equipment, Inc. for Case 580SN Backhoe for an amount not to exceed \$141,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Quote

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$141,000.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	\$0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Water Utility
Division	Water Distribution
GL Description	Improvement other than buildings
GL Account Number	422-7034-533.63-15
Project Number	WA2402
Requested Funds	\$141,000.00
Remaining Balance	\$0
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Paygo



MIAMI - HEADQUARTERS
12601 W. OKEECHOBEE RD
HIALEAH GARDENS, FL. 33018

FORT MYERS
3051 HANSON ST.
FT. MYERS, FL 33916

ORLANDO
9481 BOGGY CREEK RD
ORLANDO, FL. 32824

TAMPA
1504 TAMPA EAST BLVD
TAMPA, FL 33619

WEST PALM BEACH
1150 BARNETT DRIVE
LAKE WORTH, FL 33461

Jacksonville
9235 Busch Dr NORTH
Jacksonville, FL 32218

ATTN:	Judy Love
ORGANIZATION:	City of Lake Worth Beach
DEPARTMENT:	Utility Department
ADDRESS:	7 North Dixie Hwy
CITY, STATE, ZIP	Lake Worth, FL 33460
PHONE:	561-586-1600
FAX:	
EMAIL:	
Contract#	<u>FSA23-EQU21.0 SPECIFICATION #209</u>

		<u>Contract price</u>	<u>Item #</u>
Base Unit	CASE 580SN 4WD Backhoe Loader	\$ 141,000.00	209
Downgrade			
<u>Stated Contract Options According to Base Build on Spec</u>			
580SN 4WD T4 FINAL	580SN 4WD T4 FINAL 17,810 lb	INCLUDED	
ENGINE	FPT 4 Cyl. 95HP	INCLUDED	
423059	4WD Power Shuttle Transmission	INCLUDED	
8201110	12x16.5, 10PR lug tread	INCLUDED	
8401140	19.5LX24, 10PR STD	INCLUDED	
464071	NO AUX & STD DIP	INCLUDED	
423010	Heavy Front CWT, Std.	INCLUDED	
442018	Mechanical Quick Coupler	INCLUDED	
423069	24" Universal Bucket	INCLUDED	
442056	Flip Over/Stabilizer Pads Comb	INCLUDED	
464077	RIDE CTRL & CM STEER	INCLUDED	
747539	93" HD Long Lip w/cutting Edge (1.3cuyd)	INCLUDED	
442082	Canopy, ROPS	INCLUDED	
747851	Mech Susp, Vinyl, w/ armrests	INCLUDED	
		INCLUDED	
		INCLUDED	
		INCLUDED	
		INCLUDED	
<u>PAGE 1 OF 2</u>		TOTAL INVESTMENT	\$ 141,000.00



THANK YOU FOR THE OPPORTUNITY
TO EARN YOUR BUSINESS!

MICHAEL CABRERA
CELL 786-774-3284

Michael.Cabrera@CASEpowered.com

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Water Utilities

TITLE:

Task Order # 6 with KC Holdings Inc. for Environmental Protection Agency (EPA) Community Change Grant Services

SUMMARY:

The Water Utilities requested support from KC Holdings Inc. previously known as Grant Management Associates (GMA) to develop an application for the EPA's Community Change Grant.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department has been selected to apply for a Community Change Grant from the Environmental Protection Agency (EPA), which is an opportunity worth \$2 billion and offers up to \$20 million per award for community-driven projects that align with the listed strategies in the solicitation. As a prime applicant, this can apply for up to two applications. This proposal can have various projects within a single application (up to the requested maximum award of \$20M), and at least one project must align specifically with at least one of the strategies within Requirement 1 (Climate Action Strategies), and at least one of which aligns with one of the strategies within Requirement 2 (Pollution Reduction Strategies).

It is important to note that the water projects initially set out to be submitted for this grant may or may not align well with the Requirement 1 strategies and Requirement 2 strategies. However, this doesn't mean that they cannot be included or some of them, in the application. We need to propose at least one project in the application that aligns well with each of the two Requirements, and then once these requirements are met, we can also include additional projects which do not need to be aligned with those strategies.

This proposal will be funded equally between the water, sewer and stormwater funds using fund balance.

MOTION:

Move to approve/disapprove Task Order # 6 with KC Holdings Inc. for Water Utilities Department (Water, Sewer and Stormwater) for \$129,195.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 6
LWB CCG Proposal

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$129,195	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	\$129,195	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Water	Water
Division	Non-Departmental	Administration
GL Description	Use of fund balance	Professional Services
GL Account Number	402-0000-395.00-00	402-7010-533.31-90
Project Number	N/A	N/A
Requested Funds	\$43,065	\$43,065
Remaining Balance	N/A	N/A

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Sewer	Sewer
Division	Non-Departmental	Administration
GL Description	Use of fund balance	Professional Services
GL Account Number	403-0000-395.00-00	403-7010-535.34590
Project Number	N/A	N/A
Requested Funds	\$43,065	\$43,065
Remaining Balance	N/A	N/A

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Stormwater	Stormwater
Division	Non-Departmental	Public Service
GL Description	Use of fund balance	Professional Services
GL Account Number	408-0000-395.00-00	408-5090-538.31-90
Project Number	N/A	N/A
Requested Funds	\$43,065	\$43,065
Remaining Balance	N/A	N/A

TASK ORDER No. 6

**PROFESSIONAL SERVICES
(Grant Management Consulting Services)**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order") is made on the day of 2/14/24, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **KC Holdings Inc.** formerly known as Grant Management, LLC. a State of California Corporation, ("CONSULTANT").

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT's Proposal, dated February 12, 2024 and services are generally described as: Development of an application for the EPA's Community Change Grant including Phase 4: Project, Partner & CBP Development and Phase 6: Application Development (The "Project").

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Water Utility with grant management consulting services for the Project as specified in the **CONSULTANT's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed in reasonable time as agreed with the City from the City's approval of this Task Order or the issuance of a Notice to Proceed and not to exceed period of one (1) year.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **\$ 129,195**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Edward D. Ober, phone 916-342-4333; email: eober@grantmanagementassoc.com; and, the Project Manager for the City is Sam Heady, phone: 561.586.1688; email: sheady@lakeworthbeachfl.gov.

6.0 Progress Meetings

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

7.0 Authorization

This Task Order is issued pursuant to the Professional Services Agreement (KC Holdings, Inc.) between the City of Lake Worth and the CONSULTANT, dated 6/22/2022 ("Agreement" hereafter).

If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 6 as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: KC Holdings, Inc.

[Corporate Seal]

By: _____
Print Name: Rishi Cooper Carter
Title: Owner / CEO

**See Attached California
All-Purpose Acknowledgement**
file 02/14/2024

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or
• online notarization on this _____ day of _____ 2024, by _____, as the
_____ of **KC Holdings, Inc.**, a State of California Corporation, which is authorized
to do business in the State of Florida, who is personally known to me or who has produced
_____ as identification, and who did take an oath that he or she is duly authorized
to execute the foregoing instrument and bind the CONSULTANT to the same.

Notary Public Signature

Notary Seal:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

On February 14th 2024 before me, E. Meza Chavez, Notary Public,
(insert name and title of the officer)

personally appeared Kristin Cooper Carter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Exhibit "1"
Consultant's Proposal (7 pages)



GRANT MANAGEMENT ASSOCIATES
PROPOSAL FOR SERVICES
2/12/24

To: Sam Heady, Utility Director
City of Lake Worth Beach, Florida

Re: EPA Community Change Grant Proposal for Services

Fr: Ed Ober, Chief Operating Officer of Grant Management Associates

Dear Sam,

Thank you for requesting support from Grant Management Associates (GMA) on your development of an application for the EPA's Community Change Grant.

Please find our detailed cost proposal in an Excel spreadsheet along with this Word document describing our proposed process. I wanted to provide this proposal narrative to help explain the process we are proposing for this application, which is a little different than many other grant opportunities.

The Community Change Grant (CCG) from EPA is a \$2B opportunity that offers up to \$20M per award in Track 1 for projects that are community driven and which align with the listed strategies in the solicitation. You can apply for up to two applications as the prime applicant. Your proposal can include a variety of different projects within a single application (up to the requested maximum award of \$20M), and at least one project must align specifically with at least one of the strategies within Requirement 1 (Climate Action Strategies), and at least one of which aligns with one of the strategies within Requirement 2 (Pollution Reduction Strategies). We note that the water projects you initially set out to submit for this grant do not appear to align well with Requirement 1 and may or may not align well with the Requirement 2 strategies. This doesn't mean we cannot include them, or some of them, in your application, but it does mean that we need to propose at least one project in the application that does align well with each of the two Requirements, and then once these requirements are met, we can also include additional projects which do not need to be aligned with those strategies.

To achieve this, and to ensure that we have documented a robust community engagement process that is driving these projects as required by the solicitation, we are proposing a two-phase process for developing your application. GMA has 8 phases in our proposal process, some of which do not apply to this proposal. Specifically, Phases 1, 2, 3 and 5 are excluded from our proposal. We are including Phase 4 (Project and Partner development), Phase 6 (Grant Application Development), Phase 7 (Pre-award Support) and Phase 8 (Post-award Support). Phases 7 and 8 would only apply if you win an award and elect to use GMA for this additional support. By retaining us for Phases 4 and/or 6 you are not obligated to utilize us for Phases

7 and/or 8, but we wanted to provide you with the cost estimate for those phases as well at this time to simplify the procurement process for those services later if and when you win an award.

Phase 4 is the Project and Partner Development phase. We estimate this phase will take approximately 3 months to complete and will involve the following activities:

- Identifying appropriate community partners
 - One CBO partner to be the statutorily required partner on the application
 - Additional local partners to support project ideation and implementation
 - City representatives to contribute to project ideation, design specifications and implementation
- Developing multi-lingual community outreach materials to solicit and recruit a broad set of community stakeholder representatives, participants and contributors
- Facilitating a series of approximately seven (7) community engagement events where we will convene representatives from the city, universities and other schools, local nonprofit organizations, who work with disadvantaged communities and members of the general public to develop a project plan that includes as many different projects as we can identify which meet the minimum requirements of the grant and address as many community needs as possible
- Use of a local expert meeting facilitator to convene and lead these community events
- Live-streaming and recording of the community events so the broader community who were unable to attend in person can still view and participate
- Development of an online survey to capture feedback and suggestions from the broader community
- Deciding on a group of projects that will be proposed in the grant application
- Developing and publishing a publicly facing website to inform the community about the grant effort and community engagement process, with links to the livestreams / recordings and surveys, along with publishing the results of the process and, if awarded, status of project implementation
- Developing initial specifications and sketches of project concepts decided upon with community input
- Developing a community engagement and governance plan that will describe how the community will be involved in the in the development and implementation of the project(s) and a Collaborative Governance Structure, which describes the roles and responsibilities of of the Lead Applicant, Collaborating Entities and community residents in implementing the project(s).
- Developing a community strength plan which will describe how the proposed project(s) will enhance overall strength and economic prosperity of the community, including maximizing the benefits of the project(s) for existing residents and minimizing potential risks associated with investing significant resources into the project area. This will include strategies for how the projects will promote inclusive economic development, drive benefits of the projects to existing residents, and proactively address unintended displacement consequences as well as how the projects will enhance the overall wellbeing of the community, ensuring existing community members receive the benefits of these investments and can build on those benefits for future generations.
- Coordinating proposed projects with the city and/or county departments as needed to assess a readiness approach to ensure that all projects proposed can be completed within three years of the grant performance period and can commence within 120 days of grant award.
- Coordinating with city departments to craft a compliance plan that ensures compliance with all grant terms and conditions. GMA's proposal for pre-award and post-award support can be a part of this compliance strategy.

Phase 6 is the grant application development phase, will take approximately 45 days, and will include writing up and/or reviewing all narrative components of the grant application, completion of all budget and forms required, including development / completion and review of the following application components:

- Application form (SF-424)
- Budget form (SF-424A)
- EPA Key Contacts form 5700-54
- EPA Pre-Award Compliance Review Report Form 4700-4
- Project Narrative (20 pages)
- Attachment A: Program Budget Template
- Attachment B: Partnership Agreement (Between LWB and whichever partner we select as the statutorily required CBO partner)
- Attachment C: Other documents, which may include:
 - Indirect Rate Agreement
 - Any other documents needed
- Attachment D: Project Area Map
- Attachment E: Community Engagement and Collaborative Governance Plan (10 pages)
- Attachment F: Community Strength Plan (5 pages)
- Attachment G: Readiness Approach Information (no page limit)
- Attachment H: Compliance Plan (5 pages)

This phase also includes general communications activities, project management, status reports, package final and compliance reviews and support on application submission.

If your proposal is selected for award, then phases 7 and 8 may apply, should you choose to use GMA for this support.

Phase 7 is the Post-selection / Pre-Award support, and includes:

- Team general communications (meetings, emails and calls) and project management
- Supporting additional document requests made by the agency
- Oral interview preparation and coaching
- Scope of work and budget adjustments as requested or directed by the agency
- Contract negotiations support
- Funding agency pre-award risk assessment information requests, as needed
- Policy and Procedure development or refinement, as needed

For phases 4, 6 and 7, GMA bills hourly for work performed. We only bill for hours actually used, so the total cost may be less than estimated if some items turn out to go faster than estimated or are not needed. We will not exceed the cost estimate without prior authorization from you.

Phase 8 is the Post-award Grant Management and Compliance. This service is offered on a flat fee rather than an hourly basis, for the duration of the grant (3 years / budget periods) and includes the three service offerings described below:

- **Service Offering 1 (\$15,000 per budget period):**
 - Solicitation review and engagement with the agency to clarify compliance requirements as needed
 - Review existing policies and procedures and determine compliance gaps

- Review existing financial controls and determine needs
- Develop / revise policies and procedures to fill gaps
- Develop tools, forms and checklists to ensure compliance, as needed
- Ongoing review and refinement of documents and policies and procedures as needed
- Budget review
- **Service Offering 2 (\$40,000 per budget period):**
 - Client project management including tracking award deliverables, reporting, compliance requirements, managing communication between stakeholders, and identifying and working to resolve issues that could impede programmatic progress.
 - Client meetings - Participation in meetings with client staff and funding agency staff (as requested).
 - Consultation as needed regarding compliance, issues and concerns
 - Staff training and development in introductory grants management, the Uniform Administrative Requirements, Federal Cost Principles, internal controls, and subrecipient monitoring.
 - Assist with and consult on preparation of programmatic and financial reports required through the grant award, including report preparation with ASHRAE staff and final review before submission of reports, including closeout reporting and all closeout requirements at the end of the period of performance.
 - Assist with preparation of Federal drawdown requests and working with client finance staff on monthly grant reconciliation.
 - Single audit preparation, Federal agency monitoring visit preparation, and other agency monitoring and audit preparation, as well as ongoing representation during the audit/monitoring event, working collaboratively with program, financial and accounting staff.
 - Assist with implementation of any required corrective actions as resulting from any internal or external monitoring events or audits.
 - Other ancillary grants management services to effect proper administration of the award.
- **Service Offering 3 (per budget period \$20,000 base plus \$10,000 per subrecipient):**
 - Subrecipient management and monitoring for the entire subaward lifecycle for subrecipients. Services include but are not limited to those described in the Subrecipient Monitoring and Management section of this proposal and include full documentation of subrecipient monitoring for inclusion in subrecipient grant files
 - Development of a subrecipient monitoring plan
 - Preparation of subrecipient agreements for signature by client and subrecipient organizations.
 - Development and provision of all subrecipient reporting forms, tools, and templates necessary for comprehensive subrecipient management and monitoring.
 - Subrecipient kick-off call with each subrecipient to review requirements and responsibilities.
 - Ongoing communication and technical assistance (administrative and programmatic) for subrecipients.
 - Monthly review of subrecipient invoicing/request for funds requests, including review of back-up documentation to ensure compliance of requests with the subrecipient's budget, terms and conditions of their award agreement, and cost reasonableness. Review will include a reconciliation and consultation with client Finance staff before payment is issued.

- Review of subrecipient programmatic reporting for progress and compliance, as well as consistency with financial reporting.
- Desk reviews/virtual site visits with each subrecipient, with schedule and frequency determined by initial and ongoing risk assessment.
- On-site monitoring of subrecipients as necessary, determined through ongoing evaluation of risks.

We do not know at this juncture how many subrecipients you will have in your proposal(s), so the cost for Service Offering 3 will adjust based on the number of subrecipients you end up including.

Phase 8 costs can be included in your grant application budget. To comply with federal open competitive procurement requirements, we recommend that you seek additional quotes from qualified vendors for the same or similar scope of work provided above for Phase 8 Post-Award Grant Administration / Compliance Support Services between now and the time we begin the grant application development process so that if you choose to use GMA for the post-award work you can include GMA, or your selected vendor, in your grant application and budget as your post-award grant management support system without having to do any further procurement work. This will enable you to utilize your selected vendor's qualifications, experience and cost structure in your grant application, which can increase the competitiveness of your application.

As we have discussed, I am happy to come to Lake Worth Beach or participate in an online meeting with the Commission or other City personnel as requested to explain our proposal and services, as you may determine appropriate. As you probably recall from other discussions and our prior work with the City, GMA has a 92.7% success rate and recently surpassed \$1.3 billion in grant awards for our clients. Please let me know if you have any questions about the contents of this proposal or would like any additional information about GMA's capabilities and experience.

We appreciate your consideration and the opportunity to support you on the EPA Community Change Grant opportunity and we look forward to working with the City of Lake Worth Beach once again.



GMA TIME / COST ESTIMATE

DATE: 1/29/2024
GMA ACCOUNT MANAGER: Ed Ober
CLIENT: LAKE WORTH BEACH
SUB-CLIENT (IF APPLICABLE): N/A
SOLICITATION NAME: COMMUNITY CHANGE GRANT (2024)
SOLICITATION NUMBER: EPA-R-0EJCR-OCS-23-04
TRACK: Track 1: Target Investment Areas: None
AGENCY: EPA
EPA R-0EJCR-OCS-23-04 which is 281 days from today
GMA'S START DATE: May / June 2024 anticipated start date for initial selections
LINK TO SOLICITATION PARTNERS (IF KNOWN): TBD
SERVICE TYPE: Multiple Service Types
SERVICE LEVEL: Maximum
SERVICE NOTE: Multi-Phase support on Community Change Grant 2024, \$20M max award

GMA BILLING RATE / HR: \$223.00

Role: Project Manager, Technical Lead, Lead Writer, Reviewer, GMA Cals, Mapping
Description: Manage project task assignments, due dates, content distribution
Self-education support, backup PM, technical writing / editing, other HR in
Primary content writer
Request content writer, forms and supporting documentation
Review and edit for grammar, flow, language
Perform / Review GMA or other Impact / benefit calculations
Deviations needed: none using various tools, e.g. AIRGIS, FEMA, etc.

ABOUT THIS ESTIMATE: GMA provides a detailed cost estimate for each phase of the work requested by the client. Not all phases apply to all clients. GMA only bills for actual hourly work performed unless on a per-page / flat rate fee basis, which will be identified in the breakdown. While a phase, GMA reserves the right to shift hours between tasks as needed to complete the Phase work as long as it remains within the overall Phase total, unless authorized in advance to amend the estimated amount. Other terms and conditions apply per the GMA Master Services Agreement and Work Orders.

OBJECTIVE: Assist client with all Phases of Community Change Grant funding opportunity
PROJECT TITLE: LWB Community-Driven Sustainability Change Projects

Table with columns: Activity / Component, Format, Eff Limit, Project Manager, Technical Lead, Lead Writer, Support, Reviewer, Other, Specialist, Mapping, Total, Cost. Includes sections for PHASE 3: PROJECT PARTNER & CSP DEVELOPMENT and PHASE 4: APPLICATION DEVELOPMENT.

PHASES EACH PROJECT PHASE WILL BE A SEPARATE GMA WORK ORDER WITH A SEPARATE RETAINER
In: 4/29/2024

Table with columns: Client Responsibility, GMA Responsibility, Comment / Assumptions. Details responsibilities for various tasks like 'Invite relevant people, attend', 'Review, edit, approve', etc.

Narrative										0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Executive Summary		-20								0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Community Vision Description		-3								0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Community Description			0.50	1.00	4.00					8.50	\$1,237.50	Provides info & feedback, review, and edit	Request info, draft, edit
Community Challenges			0.50	1.00	4.00		1.50			7.00	\$1,575.00	Provides info & feedback, review, and edit	Request info, draft, edit
Community Vision			0.50	1.00	4.00		1.50			7.00	\$1,575.00	Provides info & feedback, review, and edit	Request info, draft, edit
Selected Strategies										0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Strategy Overview			0.50	1.00	4.00		1.00			8.50	\$1,462.50	Provides info & feedback, review, and edit	Request info, draft, edit
Climate Action Strategies			0.50	1.00	4.00		1.00			6.50	\$1,462.50	Provides info & feedback, review, and edit	Request info, draft, edit
Pollution Reduction Strategies			0.50	1.00	4.00		1.00			6.50	\$1,462.50	Provides info & feedback, review, and edit	Request info, draft, edit
Program Management, Capability and Capacity										0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Performance Management Plan, Outputs, Outcomes			0.50	1.00	8.00		1.00			10.50	\$2,362.50	Provides info & feedback, review, and edit	Request info, draft, edit
Project Linkages to the EPA Strategic Plan			0.50	1.00	8.00					9.50	\$2,137.50	Provides info & feedback, review, and edit	Request info, draft, edit
CEO Experience and Commitment			0.50	1.00	6.00		1.00			8.50	\$1,812.50	Provides info & feedback, review, and edit	Request info, draft, edit
Programmatic and Managerial Capability and Resources			0.50	1.00	4.00					5.50	\$1,237.50	Provides info & feedback, review, and edit	Request info, draft, edit
Past Performance			0.50	1.00	4.00					5.50	\$1,237.50	Provides info & feedback, review, and edit	Request info, draft, edit
Feasibility, Sustainability and Budget										0.00	\$0.00	Provides info & feedback, review, and edit	Request info, draft, edit
Feasibility			0.50	1.00	2.00					3.50	\$787.50	Provides info & feedback, review, and edit	Request info, draft, edit
Sustainability			0.50	1.00	2.00					3.50	\$787.50	Provides info & feedback, review, and edit	Request info, draft, edit
Program Budget Description			0.50	1.00	3.00					4.50	\$1,012.50	Provides info & feedback, review, and edit	Request info, draft, edit
Package Final Review / Editing / Formatting			1.00	5.00	5.00		5.00			16.00	\$3,600.00	Review, and edit	Review / edit
Compliance Review			0.50	2.00						2.50	\$562.50	Review / edit	Review / edit
Submission					1.00					1.00	\$225.00	Client will perform submission	April 9 / as needed
Team meetings, emails, texts, posting and other communications			12.00	12.00	12.00	12.00	4.00	6.00		58.00	\$13,050.00		4 weekly calls + incidents
										0.00	\$0.00		
PHASE 6 SUBTOTAL: APPLICATION DEVELOPMENT			31.25	57.00	109.00	23.70	25.00	22.00	20.00	287.95	\$64,788.75		

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Water Utilities

TITLE:

Task Order No. 6 with Kimley-Horn to conduct a comprehensive assessment of SCADA, telemetry, computer systems, and cybersecurity measures

SUMMARY:

The Water Utilities Department will partner with Kimley-Horn to create a comprehensive SCADA and Telemetry Master Plan for the water and sewer utilities.

BACKGROUND AND JUSTIFICATION:

The Water Utilities Department is responsible for managing and maintaining various assets both within and outside the water plant area. These assets are controlled and monitored using process logic controllers, fiber optic networks, computers, and telemetry radio signals, all of which are managed through a Human Machine Interface (HMI). To ensure the safety of the system, the Environmental Protection Agency (EPA) and the DHS Cybersecurity and Infrastructure Security Agency (CISA) have established guidelines for utilities to follow. These guidelines help identify areas of concern and eliminate vulnerabilities that cyber-attacks could exploit. By conducting regular assessments, we can determine our current position and identify areas that require improvement for the future.

The cost for these services will be shared equally between the water and sewer funds using fund balance

MOTION:

Move to approve/disapprove Task Order No. 6 with Kimley-Horn to conduct a comprehensive assessment of SCADA, telemetry, computer systems, and cybersecurity measures at a cost of \$111,850.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Task Order No. 6

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$111,850	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	\$111,850	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Water	Water
Division	Non Departmental	Administration
GL Description	Use of fund balance	Professional Services
GL Account Number	402-0000-395.00-00	402-7010-533.31-90
Project Number	N/A	N/A
Requested Funds	\$55,925	\$55,925
Remaining Balance	N/A	N/A

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Sewer	Sewer
Division	Non Departmental	Non Departmental
GL Description	Use of fund balance	Contractual Services
GL Account Number	403-0000-395.00-00	403-7010-535.34-50
Project Number	N/A	N/A
Requested Funds	\$55,925	\$55,925
Remaining Balance	N/A	N/A

TASK ORDER No. 6

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

SCADA and Telemetry Master Plan

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

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated **February 2, 2024**, and services are generally described as: **Perform an assessment of the Utility Department’s SCADA/telemetry/computer system and prepare the SCADA and Telemetry Master Plan in Technical Memorandum format** (the “Project”).

2.0 Scope

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

3.0 Schedule

The services to be provided under this Task Order shall be completed within **180-215** calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a not to exceed amount of **\$111,850.00**. The attached proposal identifies all costs and expenses included in the not to exceed amount. Invoices will be itemized by the hours per person for the total work completed for each month.

5.0 Project Manager

The Project Manager for the CONSULTANT is **Fannie Howard**, phone: **(561) 840-0246**; email: **fannie.howard@kimley-horn.com**; and, the Project Manager for the City is _____, phone: _____; email: _____.

6.0 Progress Meetings

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

7.0 Authorization

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 6 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.



By: _____
[Signature]

[Corporate Seal]
STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 5th day of February, 2024, by **Kimley-Horn and Associates, Inc.** a North Carolina Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Signature]

Notary Public Signature

Notary Seal:

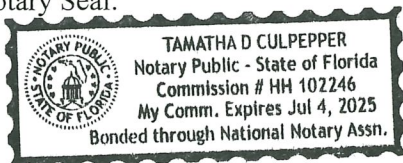


EXHIBIT 1

FOR

SCADA and Telemetry Master Plan Evaluation

1.0 Project Description

It is our understanding that the City of Lake Worth Beach Utilities Department (City) has identified the need to perform a comprehensive SCADA/telemetry/computer system assessment and include the recommendations in a SCADA and Telemetry Master Plan for the City's Water Treatment Plant (WTP) and associated other off-site facilities. It is also our understanding that the City has requested that recommendations be provided regarding the separation of networks between SCADA Operational Technology (OT) and Administration Information Technology (IT) and considerations for Cybersecurity based on EPA requirements. The SCADA/telemetry/computer systems evaluations are critical in the process of developing a plan to address not only the immediate challenges facing the facilities, but to keep pace with industry standards and best practices.

The following is our understanding of the City's existing infrastructure and the project scope of work based on discussions with the City:

It is our understanding that the project will be completed in two phases. Phase 1 will consist of evaluation of existing assets, preparation of a technical memorandum (TM), recommendations, and preparation of estimated opinion of probable construction costs (OPCC). Phase 2 design services would be performed under a separate contract following City approval of the recommendations resulting from the Phase 1 TM. It is anticipated that the Phase 2 work will commence as a separate design package from the remaining tasks associated with this project, but the interrelationships between the Phase 1 recommendations will be defined on sketches/figures to facilitate coordination of the Phase 2 design. Environmental Design Associates (EDA) will be retained to perform the SCADA/telemetry/computer system assessment and prepare the SCADA and Telemetry Master Plan in Technical Memorandum format.

With this understanding, the project team will perform the following scope of services for this project.

2.0 Scope of Services

Task 1

Kimley-Horn will engage EDA to perform the SCADA/telemetry/computer system assessment and prepare the SCADA and Telemetry Master Plan in Technical Memorandum format as described in the attached documents from EDA.

3.0 Schedule (5-6 months)

The following is the estimated schedule to provide the deliverable described in the attached documents from EDA.

Deliverable	Duration (from Task Order Approval)
Task 1 - Draft Findings and Recommendations TM	165 days
Task 1 - Final Findings and Recommendations TM and OPCC	180 days

*This schedule assumes: 1) 15 days for City to provide requested information and 2) 10-day review time by City of all deliverables

4.0 Compensation

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

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

Task 1 - Preliminary Design Report	\$111,850.00
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5.0 Progress Meetings

The Consultant shall schedule a kickoff meeting, progress meetings, workshops and draft review meetings as described in the attached documents from EDA.

6.0 Additional Services

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



Electrical Design Associates

January 30, 2024

Ms. Fannie Howard, P.E.
Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, Florida 33411

Re: SCADA and Telemetry Systems Master Plan Evaluation – Phase 1
City of Lake Worth Beach, Florida

Dear Ms. Howard:

We are pleased to submit our revised proposal for preliminary SCADA and telemetry systems engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates, Inc. (EDA) intends to furnish on the above referenced project to Kimley-Horn (KH). Your signature on this agreement will serve as your letter of intent.

INTRODUCTION:

It is our understanding that the CITY of Lake Worth Beach (CITY) has recently observed the need to perform comprehensive SCADA/telemetry/computer system assessments and recommendations be provided as a master plan for the WTP and several other off-site facilities as described below. It is also our understanding that the CITY has requested that recommendations be provided regarding the separation of networks between SCADA Operational Technology (OT) and Administration Information Technology (IT) and considerations for Cybersecurity based on the Environmental Protection Agency (EPA) requirements/guidelines. The SCADA/telemetry/computer systems evaluations are critical in the process of developing a plan to address not only the immediate challenges facing the facilities, but to keep pace with industry standards and best practices.

The following information was provided by the CITY during an initial meeting with KH and EDA on December 1, 2023:

It is our understanding that the project will be completed in two phases. Phase 1 will consist of evaluation of existing assets, preparation of a technical memorandum TM, recommendations, and preparation of estimated opinion of probable construction costs (OPCC). Phase 2 design services would be performed under a separate contract following CITY approval of the recommendations resulting from the Phase 1 TM. It is anticipated that the Phase 2 work will commence as a separate design package from the remaining tasks associated with this project, but the interrelationships between the Phase 1 recommendations will be defined on sketches/figures to facilitate coordination of the Phase 2 design.

Our SCADA/telemetry/computer systems evaluation work scope shall include the following as outlined below:

SCOPE OF SERVICES:

EDA shall review all relevant reference materials and other available supporting documents as well as make independent observations and evaluations of the SCADA/telemetry systems. EDA will make recommendations for modifying existing SCADA, telemetry, and IT networks to mitigate current issues and provide plans for more efficient/effective future operations.

Our work scope shall include the following:

1. Collect and review all available information such as plans, record drawings, and existing standards that may be pertinent to execution of the Project.
2. Perform field visits in order to observe existing conditions.
3. Perform facilities evaluation and condition assessments.
4. Prepare draft and final TM summarizing facility/infrastructure improvements associated with the SCADA, telemetry, computer, and Cybersecurity systems as it relates to rehabilitation, repair, and replacement.
5. Prepare Estimates of OPCC for rehabilitation, repair, and replacement items determined from the facilities evaluation and condition assessments.

TASK 1 – PRELIMINARY DESIGN REPORT (PDR)

1.1 Kick-off Meeting and Initial Operational Workshop:

- Kick-off Meeting: EDA shall attend a Project Kick-off Meeting and site visit with KH and the CITY. The objectives of the kick-off meeting and site visit are to meet with CITY staff and senior management to discuss key project objectives, scope, project team, deliverables, project schedule, project communication protocol, and compile CITY's requirements for the Project.
- Initial Operational Workshop: EDA shall attend an Initial Operational Workshop to work with Operations, Maintenance, SCADA, IT, and Utilities Engineering staff. The objective of the workshop is to discuss current operation of the WTP and off-site facilities, operational issues, recommendations of prior design reports, upcoming projects, data requests and other matters for EDA/KH to gather detailed and current maintenance and operational information.

1.2 Data Collection and Review:

- EDA will review historical plant documentation including costs, record drawings, specifications, and operation and maintenance manuals. CITY shall provide a list of current and future projects to be completed at each facility for overall system integration and construction sequence considerations.

- EDA will review existing record drawings for the PLC systems from the CITY to utilize for development of Figures (PLC system architecture).
- EDA will summarize key data from the facilities, including: SCADA systems, Cybersecurity issues, and any other similar documentation available from the CITY.
- EDA will review pertinent past studies and vendor quotes as it relates to the SCADA, computer, and telemetry systems.
- EDA will review the EPA's Incident Response Guide for Water and Wastewater Sector document titled "WWS-Sector_Incident-Response-Guide.pdf", discuss with the CITY and provide recommendations as needed.

1.3 Field Investigations and Condition Assessment:

- EDA shall perform field investigations of the WTP and off-site facilities listed above and record an assessment of condition for the major SCADA/telemetry equipment and computer equipment (PLC and HMI). The purpose of this task is to determine the status, condition, and functionality of the existing computer/network/telemetry components. Deficiencies will be noted for areas where such deficiencies may adversely impact treatment process performance, facility expansion, and where the remaining useful life of the plant components will likely expire during a 10 year planning horizon. The purpose of the site visits is for visual observations and discussions with Operations staff to provide input on known problem areas at the WTP and off-site facilities. Site visits are not included to "as-built" the current record drawings.
- The condition assessment results will be recorded for every major asset in the inventory that was observed during visual assessment. EDA will not enter confined spaces or open any energized panels. EDA will take photos of all major assets surveyed.
- The condition assessment shall be based on visual inspection only of the telemetry and computer equipment and will not include the use of any testing equipment. No destructive or otherwise invasive testing is proposed at this time. In the event that more detailed inspections or analysis are recommended based on the initial on-site assessments, these can be performed as supplemental service.
- The CITY will need to provide representatives to allow access to facilities and equipment.
- For budget purposes, we are estimating:
 - Four (4) site visits for the WTP and three (3) on-site raw water wells. Site visits to the WTP will include discussions with Plant/IT staff to review details of the existing network.
 - One (1) site visit for the twelve (12) off-site raw water wells.
 - One (1) site visit for the two (2) remote booster pump stations, GST, and master pump station.

- Three (3) site visits for the thirty-three (33) lift stations.
- Total of nine (9) site visits for the initial field investigations; two staff at 8 hours each visit including preparation, discussions with Plant Staff, notes, etc.

1.4 C.C. Control Coordination:

- EDA shall coordinate with the CITY's preferred I&C Integrator to review the existing network infrastructure, computer systems, and any pertinent information related to the SCADA/telemetry/computer systems.
- EDA will make one (1) visit the WTP site with the C.C. Control representative as necessary.

1.5 Draft Findings and Recommendations TM:

1.5.1 SCADA/Telemetry/Computer Systems Recommendations and OPCC:

- EDA will consider pros and cons for SCADA/Telemetry/computer systems replacements as they relate to equipment requirements, design criteria requirements, Cybersecurity, system footprint or layout, safety, personnel requirements, maintenance requirements, redundancy, reliability, operational flexibility, and construction costs. EDA shall include recommendations based on the following criteria:
 - Immediate – System failure imminent.
 - Short Term – Five (5) year upgrade plan.
 - Long Term – Ten (10) year upgrade plan.
- EDA shall make recommendations for improvements for the SCADA/Telemetry/Computer/Cybersecurity systems at the WTP and each off-site facility investigated as part of the scope of work. EDA will evaluate existing SCADA systems based on the conditional assessment and reliability to develop a proposed approach for system upgrades. An initial set of project recommendations will be generated and organized in terms of criticality and timeframe for replacement, taking into account the proposed improvements. Planning level cost estimates will be provided for the recommended projects.
- EDA shall prepare a draft TM to summarize the present state of the SCADA/Telemetry/Cybersecurity and computer systems, identify system goals, and recommended improvements. Major areas to be addressed by the TM will be based on the following:
 - Executive Summary.
 - System background information and system overview.
 - Summary of Recommendations.
 - SCADA/Telemetry/Computer Systems.
 - Design and Reliability Criteria.

- System Evaluation.
 - Illustrative Sketches/Plans. This will include a network diagram of the existing and recommended final configuration.
 - Constructability and Maintenance Operations.
- Cybersecurity Mitigation.
 - Major Computer System Equipment Conditional Assessments.
 - PLC and HMI Recommendations.
 - Planning Level Cost Estimates.
- EDA will prepare a preliminary level cost estimate for the proposed PLC/HMI/Network/Cybersecurity upgrades/improvements. EDA will develop a Class 4 “Budget Level” estimate of the probable cost of construction per *Recommended Practice 18R-97 Cost Estimate Classification System for the Process Industries*, published in 2005 by AACE International.
 - EDA will determine replacement costs for each asset based on previous project experience; EDA’s cost database, vendor proposals (as needed) and industry standard practices. Each replacement cost will represent the total project cost, including direct and indirect cost factors that will likely be incurred in the actual replacement project, in today’s dollars. A multiplier will be applied to account for ancillary support items that are necessary but below the level of detail required for capital projects.
 - Draft TM Review Meeting: EDA shall attend one (1) meeting to review the Draft TM with the CITY and provide a written summary of the items discussed.

1.6 Final Findings and Recommendations TM and OPCC:

- A final TM will be developed based on the comments from the CITY. A review meeting to summarize the results of the final TM will be held at the site. This review meeting will be used to inform stakeholders of the final outcomes of the analysis and provide a final review of the proposed SCADA/Telemetry/PLC upgrades and projects along with proposed sequencing and cost information. The final TM will be used to base the designs associated with the Phase 2 Project and additional scope as noted above will be included under a separate work scope.
- A final OPCC estimate will be prepared based on the final TM recommendations.
- Final TM Review Meeting: EDA shall incorporate all comments received on the Draft TM and finalize the report. EDA shall attend one (1) meeting to review the Final TM with the CITY.

1.7 Project Meetings and Additional Workshops:

- Additional Workshops: EDA shall attend up to three (3) additional four-hour workshops to support the workshop objectives.

- Project Meetings: EDA shall attend two (2) project meetings throughout the assessment to solicit input and comments from staff and inform the CITY staff on the progress, issues, and recommendations of the assessment.

1.8 Project Management:

EDA shall assist KH in managing the project and communicating status and other key issues to KH and the CITY. Project management tasks include the following:

- Project Status Updates: EDA shall assist in preparing a monthly Project Summary Report and monthly invoice. The report will summarize the project progress to date, work performed over the previous month, work anticipated for the upcoming month, outstanding items, and a summary of pertinent decisions, recommendations and scope changes.
- Project Coordination: EDA shall assist KH with project coordination and communication throughout the project.
- Administrative Assistance: EDA shall prepare agendas and meeting minutes for KH's review and submittal to the CITY. The hourly estimate is based on ten (10) meetings: Kick-off, Operational Workshop, C.C. Control Coordination, three (3) Workshops, two (2) Project Status Meetings, Draft TM Review Meeting, and Final TM Review Meeting.

DELIVERABLES:

1. Draft TM: EDA shall submit three (3) hard copies and one (1) PDF copy of the Draft TM to the CITY for review.
2. Final TM: EDA shall submit three (3) hard copies and one (1) PDF copy of the Final TM to the CITY for records retention. The recommendations in the final TM will be utilized as a basis for the modifications to be completed in Phase 2 under a separate contract.

ASSUMPTIONS:

EDA has made the following assumptions in the development of this scope of services:

1. KH/CITY will provide EDA with electronic versions of required documents in PDF and/or AutoCAD/Word files for review.
2. All meetings will be at the WTP site. Travel time is included in the estimated budget.

SCHEDULE OF DELIVERY

Time periods to perform the professional services are estimated as follows:

SCHEDULE FOR PROFESSIONAL SERVICES

Task Name	Duration ⁽¹⁾
Task 1.5 – Draft Findings and Recommendations TM	120 Days
Task 1.6 – Final Findings and Recommendations TM and OPCC	45 Days

Notes: 1) This schedule assumes a 10-day review time by CITY of all deliverables. The schedule will be adjusted/extended as needed should there be a delay in receiving the required information from the CITY.

SUPPLEMENTAL SERVICES - Any work requested by the CITY that is not included in one of the items listed in any other phase will be classified as supplemental services. Services not specifically defined and Electrical, I&C, HVAC, Process, etc. are not included. The attached spreadsheet provides an estimate of our anticipated work effort. Travel to and from the sites and other direct costs are included in the total estimate and will not be billed as a separate line item. Our fee for this work shall be lump sum and shall be billed monthly based on percentage of completion. Our fee shall be payable as follows:

Task 1.1 – Kick-off Meeting and Operational Workshop	\$ 2,216.48
Task 1.2 – Data Collection and Review	\$ 8,608.96
Task 1.3 – Field Investigations and Condition Assessment	\$ 29,938.96
Task 1.4 – C.C. Control Coordination	\$ 3,940.40
Task 1.5.1 – Draft SCADA/Telem/Comp Sys Rec. and OPCC	\$ 22,254.68
Task 1.6 – Final Findings and Recommendations TM and OPCC	\$ 7,662.63
Task 1.7 – Project Meetings and Workshops	\$ 3,632.56
Task 1.8 – Project Management	<u>\$ 14,202.28</u>

Total: \$ 92,456.95

Very truly yours,



Dameion Donaldson, P.E.

ACCEPTED _____ DATE _____

**SCADA and Telemetry Systems Master Plan Evaluation - Phase 1
City of Lake Worth Beach, Florida**

Date: 1/30/2024

Estimate of Work Effort & Fee

	Principal		Senior Electrical Engineer		Engineer		Cadd Technician		Clerical/Admin		Totals	
	Hourly Rate	\$230.88	Hourly Rate	\$200.10	Hourly Rate	\$153.92	Hourly Rate	\$118.40	Hourly Rate	\$86.73		
Task 1 - Preliminary Design Report (PDR)												
Task 1.1 Kick-off Meeting and Initial Operational Workshop	0	\$ -	8	\$ 1,600.80	4	\$ 615.68	0	\$ -	0	\$ -	12	\$ 2,216.48
Task 1.2 Data Collection and Review	4	\$ 923.52	22	\$ 4,402.20	16	\$ 2,462.72	4	\$ 473.60	4	\$ 346.92	50	\$ 8,608.96
Task 1.3 Field Investigations and Condition Assessment	4	\$ 923.52	80	\$ 16,008.00	80	\$ 12,313.60	0	\$ -	8	\$ 693.84	172	\$ 29,938.96
Task 1.4 C.C. Control Coordination	0	\$ -	12	\$ 2,401.20	10	\$ 1,539.20	0	\$ -	0	\$ -	22	\$ 3,940.40
Task 1.5 Draft Findings and Recommendations	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Task 1.5.1 Draft SCADA/Telem/Comp Sys Recommendations and OPCC	8	\$ 1,847.04	50	\$ 10,005.00	40	\$ 6,156.80	30	\$ 3,552.00	8	\$ 693.84	136	\$ 22,254.68
Task 1.6 Final Findings and Recommendations TM and OPCC	2	\$ 461.76	18	\$ 3,601.80	14	\$ 2,154.88	10	\$ 1,184.00	3	\$ 260.19	47	\$ 7,662.63
Task 1.7 Project Meetings and Workshops	0	\$ -	12	\$ 2,401.20	8	\$ 1,231.36	0	\$ -	0	\$ -	20	\$ 3,632.56
Task 1.8 Project Management	6	\$ 1,385.28	40	\$ 8,004.00	20	\$ 3,078.40	0	\$ -	20	\$ 1,734.60	86	\$ 14,202.28
Task 1 Subtotal:	24	\$ 5,541.12	242	\$ 48,424.20	192	\$ 29,552.64	44	\$ 5,209.60	43	\$ 3,729.39	545	\$ 92,456.95
Total:	24	\$ 5,541.12	242	\$ 48,424.20	192	\$ 29,552.64	44	\$ 5,209.60	43	\$ 3,729.39	545	\$ 92,456.95

ESTIMATE FOR ENGINEERING SERVICES

PROJECT: LWB Scada and RTU Master Plan

Date Jan-24

CLIENT: City of Lake Worth Beach

ESTIMATOR: FHH

DESCRIPTION:

DIRECT LABOR (MAN-HOURS)

NO.	TASK	DIRECT LABOR (MAN-HOURS)									Dir Exp	LINE TOTAL
		SEN PROF II	SEN PROF I	PROF II	PROF I	ANALYST II	ANALYST I	SR TECH SUPP	SUPP STAFF	EXP SUB		
1	Preliminary Design Report											
	Kick-off Meeting /Review Minutes		3		4				1			\$1,596.78
	Assist with Data Collection				4				1			\$797.34
	Project Meetings (up to 2)/Review Minutes		4		4							\$1,772.32
	Site Visit Budget (up to 18 hours, 1 person @ 2.0 hr/visit, 9 visits)		6		12				2			\$3,899.96
	Project Workshops (up to 4)/Review Minutes/Notes/Deliverables		5		15				1.5			\$4,117.81
	Review Draft Technical Memorandum		3		6				0.5			\$1,904.51
	Draft review meeting/Review minutes		4									\$1,065.92
	Review Final Technical Memorandum		2		4				0.5			\$1,284.83
	Final review meeting				4							\$706.40
	Project Management		6						6			\$2,144.52
												\$0.00
	EDA									\$ 92,456.95		\$92,456.95
												\$0.00
	Expenses										\$ 102.66	\$102.66
												\$0.00
	TOTAL HOURS	0.0	33.0	0.0	53.0	0.0	0.0	0.0	12.5	\$ 92,456.95	\$ 102.66	\$ 111,850.00
	LABOR (\$/HOUR)	297.79	266.48	233.61	176.60	152.37	104.35	194.22	90.94	\$ 1.00	\$ 1.00	0
	\$/RATE	\$ -	\$ 8,793.84	\$ -	\$ 9,359.80	\$ -	\$ -	\$ -	\$ 1,136.75	\$ 92,456.95	\$ 102.66	\$ 111,850.00

STAFF REPORT UTILITY MEETING

AGENDA DATE: February 27, 2024

DEPARTMENT: Electric Utility

TITLE:

Change Order 1 to contract with Energy Erectors, Inc. for increased costs due to permitting delays of the Canal 138 kV Transmission Switchyard Project

SUMMARY:

Change Order 1 to contract with Energy Erectors, Inc. for increased costs due to permitting delays of the Canal 138 kV Transmission Switchyard Project in the amount of \$115,575.06. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The Energy Erectors, Inc. Change Order 1 in the amount of \$115,575.06 to their \$3,352,690.00 contract with the City of Lake Worth Beach IFB # 22-110 dated September 21, 2022, reflects increased subcontractor costs and direct labor cost increases as a result of Palm Beach County permitting delays.

The new drilled pier subcontractor and the concrete slab on grade foundations subcontractor had increased costs compared to the original subcontractor cost. The original subcontractor could not maintain costs and availability as a result of the permitting delays.

MOTION:

Move to approve/disapprove Change Order 1 to contract with Energy Erectors, Inc. for increased costs due to permitting delays of the Canal 138 kV Transmission Switchyard Project not to exceed the amount of \$115,575.06.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order #1

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$115,575.06	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Transmission
GL Description	Improve other than Build/Infrastructure
GL Account Number	421-6034-531.63.15
Project Number	SH2113
Requested Funds	\$115,575.06
Remaining Balance	\$365,070.74
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Bond 2020



CHANGE ORDER

Project Number: SH2001 **Contractor:** Energy Erectors, Inc.

Project Name: Transmission Line – Canal 138kV Switchyard

Change Order Number: 1

Change Order Effective Date: _____ **Contractor Phone:** 352-787-3878

Change Order Type: Lump Sum **Existing Purchase Order Number:** 190100

Description of Change:

Energy Erectors appreciates the thorough review and understanding to work with us for the price fluctuations due to the permitting delays on Canal Transmission Substation Project.

Initial email from yourself to EEI dated 10-27-22 asking if delays happen what would the impact be? EEI's response was subcontractor availability and holding their prices was our biggest concern.

During a conference call on 8-7-23 procuring a new civil and foundation contractor was discussed siting additional costs since our carried bidders were unavailable or couldn't hold their price. The City requested to provide previous contractor cost and new contractor cost to justify the increase.

After further review of the sitework cost increases, the bulk of the increase is not associated with the delayed start and therefore we are retracting this as part of this Change Order.

The foundation subcontractor backup submitted on 12-4-23, remains unchanged as the backup associated with using alternate subcontractors due to the delayed start.

EEI previously submitted 6% increase in labor cost escalation to cover increased wages and per diem only, though after reviewing actuals costs shown in below pages, the increase was closer 11%. Still no escalation in equipment is included.

EEI can reduce this to roughly 9% in hopes that an agreement can be made.

EEI Direct Cost Increase

1. ~9% of the labor total in original estimate (\$698,338.54)

Total CO amount \$61,473.52

Drilled Pier Foundations

1. Current Contractor – Trinity Co \$372,817.82

2. Original Contractor - Precision Foundations \$342,688.00

3. Cost Difference \$30,129.82

4. Markup (Overhead) \$4,519.47

Total CO amount (Lines 3&4) \$34,649.29

Slab On Grade Foundations

1. Current Contractor - Trinity Co \$129,445.00

2. Original Contractor – J.B.B. South LLC \$112,530.00

3. Cost Difference \$16,915.00

4 Markup (Overhead) \$2,537.25

Total CO amount (Lines 3&4) \$19,452.25

1	2	3	5	6	7
Item No	Description	QTY	Unit	Unit Price	Increase in Contract Price
1	9% EEI Direct Labor Cost Increase	1	Lump Sum	\$61,473.52	\$61,473.52
2	Drilled Pier Subcontractor Cost Increase	1	Lump Sum	\$34,649.29	\$34,649.29
3	Slab on Grade Foundations Subcontractor increased cost	1	Lump Sum	\$19,452.25	\$19,452.25
	Total Amount				<u>\$115,575.06</u>

Price of Original Contract: \$3,352,690.00 (authorized by Commission on September 20, 2022)

Current Price of Contract (including Change Orders): \$3,352,690.00

Price of Current Change Order: \$115,575.06

New Contract Price: \$3,468,265.06

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


Contract Time Change

No Change Extended Decreased by work days

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

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

Reviewed and Accepted by: Energy Erectors, Inc.
(Contractor Name)

 Division Manager 2/8/2024
Contractor Representative (Signature) Title Date

Approved by: _____ (Date)
(Department Director)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. _____ to the _____ Project on _____, 20__.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

Energy Erectors, Inc.

By: [Signature]

Print Name: Ryan Collins

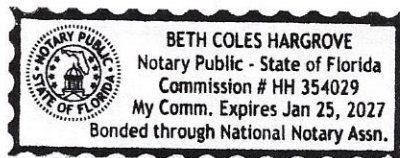
Title: Division Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 8th day of February 2024, by Ryan Collins, as the Division Manager [title] of Energy Erectors, Inc. a Florida Limited Liability Company, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



[Signature]
Notary Public Signature