

**AGREEMENT FOR GOODS AND SERVICES
(Pad Mount Transformer)**

THIS AGREEMENT (hereinafter "Agreement") is made this _____ day, between the **City of Lake Worth Beach**, Florida, a municipal corporation (hereinafter the "CITY"), with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Gresco Supply, Inc.**, a corporation registered to do business in the State of Florida (hereinafter the "CONTRACTOR"), with its principal office located at 1135 Rumble Road, Forsyth, GA 31029.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation for Bid #21-204 for the Pad Mount Transformer (hereinafter "IFB"), which IFB is not attached but incorporated by the reference into this Agreement; and

WHEREAS, the City received three responses before the deadline: and

WHEREAS, the Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

WHEREAS, the CONTRACTOR provided a bid that meets the City's requirements and standard specification; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the goods and services to the CITY as provided therein pursuant to the terms and conditions of this Agreement; and

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

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Notice to Proceed. The CONTRACTOR agrees to provide all goods and services required under this Agreement as per the terms and timelines provided in the IFB.

2. SCOPE OF WORK

2.1 The scope of work specifications set forth in the IFB details the design and fabrication requirements for two (2) 3.0 MVA, three phase, outdoor type, pad mounted step-down

transformers for the City of Lake Worth Beach Electric Utilities. All work shall be constructed in accordance with the City's design specifications and standards and in accordance with the IFB. Equipment are indicated in CONTRACTOR's bid attached hereto as an **Exhibit "A"** and as set forth in the IFB (hereinafter the "Scope of Work").

2.2 The CONTRACTOR represents to the CITY that all work performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The work shall be completed in accordance with the terms and conditions set forth in this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work or as reasonably necessary to accomplish the work unless otherwise specified in writing by the CITY.

5. FEE AND ORDERING MECHANISM

5.1 For the Initial Unit and all work performed under this Agreement in order to complete the delivery and installation of the units, the CONTRACTOR shall be paid an amount not to exceed **\$86,200.00**.

5.2 Should the CITY require additional materials and/or work, which additional materials or work are not included in the initial Scope of Work for each unit, the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional materials and/or work and the total cost for the same prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism is a CITY issued Purchase Order; however, the terms and conditions stated in this Agreement and any amendment thereto will apply. CONTRACTOR shall not exceed amounts expressed herein or in any CITY issued Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year. Except for purchases authorized in a prior fiscal year and fully appropriated and funded, the CITY cannot authorize the purchase of additional goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the work is as set forth above.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, complete installation, and final acceptance of the units by the CITY. Final acceptance occurs when all work (including punch-list items) has been completed by the CONTRACTOR and the unit becomes fully operational and accepted by the CITY. The CONTRACTOR shall be paid by the CITY within thirty (30) days of receipt of an approved invoice for all work for the Initial Unit. Invoicing for additional units shall be addressed for each additional unit in the amendment to this Agreement or the CITY's issued purchase order.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or work or perform any additional work or provide any additional materials under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying the default(s) to be remedied. Such notice shall set forth a reasonable timeframe for correcting the default(s) and any suggested corrective measures. If the CONTRACTOR does not remedy the default(s) within the timeframe provided in the CITY's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CITY, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work and all of the CITY's legal fees; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CITY, the CITY may elect to terminate this Agreement. No cancellation fee or other compensation shall be paid by the CITY for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits, or other costs incurred due to termination of this Agreement under this paragraph. However, CITY shall be responsible for the cancellation fee set forth in the CONTRACTOR's quote.

12.3 If the CITY fails to timely perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the CONTRACTOR may give written notice to the CITY specifying the default(s) to be remedied. Such notice shall set forth a reasonable

timeframe for correcting the default(s) and any suggested corrective measures. If the CITY does not remedy the default(s) within the timeframe provided in the CONTRACTOR's notice or commence good faith steps to remedy the default to the reasonable satisfaction of the CONTRACTOR, the CONTRACTOR may take such action to remedy the default and all expenses related thereto shall be borne by the CITY; and/or, the CONTRACTOR may withhold any work. Alternatively, or in addition to the foregoing, if after three (3) business days the CITY has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the CONTRACTOR, the CONTRACTOR may elect to terminate this Agreement.

13. INSURANCE

13.1. Prior to commencing any work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributing basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages,

injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's quote. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto) next taking precedence; however, the CONTRACTOR's quote for the Initial Unit shall take precedence over the IFB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may be executed electronically.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Gresco Supply, Inc.
Attn: Ryan Padgett
1135 Rumble Road.
Forsyth, GA 31029

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. There shall be no other limitation of liability between the parties or under this Agreement.

27. PUBLIC ENTITY CRIMES

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

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will provide the CONTRACTOR with a signed exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the City's Tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that work performed and all materials provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under this Agreement shall be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR guarantees that all work performed under this Agreement will be free from defects for a minimum of 18 months from the final acceptance of the work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under this Agreement. CONTRACTOR agrees to pay for all transportation and handling costs of returning any equipment or the unit(s), if required, for repair or replacement. If a unit(s) must be returned, CONTRACTOR, shall provide a replacement unit(s) for the duration.

38. SCRUTINIZED COMPANIES

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

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

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

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

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

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

39. E-VERIFY

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

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

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

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

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

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

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

40. SURVIVABILITY

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

41. NO CONSEQUENTIAL DAMAGES

41.1 In no event shall CITY be liable to CONTRACTOR for any incidental, special, indirect, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the CONTRACTOR for supply of two (2) Pad Mount, Step-Down Transformers on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Gresco Supply, Inc**

By: _____

[Corporate Seal]

Print Name: _____
Todd McLellan

Title: _____
SVP

STATE OF Florida
COUNTY OF Brevard

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization on this 17th day of May 2021, by Todd McLellan, as the Senior Vice President [title] of **Gresco Supply, Inc**, 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 CONTRACTOR to the same.

Sharon L. McCray
Notary Public Signature
Notary Seal:

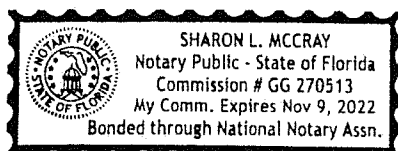


Exhibit "A"
Contractor's Bid (19 pages)

(B1)

BID PACKAGE COVER SHEET

IFB # 21-204 Project Title: Pad Mount Transformer

Bidder Name: Gresco Supply, Inc.

Enclose the following documents:

- X 1. Bid Package Cover Sheet (B1)
- X 2. Minimum Qualifications (B2)
- X 3. Bid (B3)
- X 4. Schedule of Unit Prices (B4)
- None 5. Substitution Sheet (B5) - If none, mark "none".
- None 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- X 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- X 8. Reference List (B8)
- X 9. Affidavit Of Prime Bidder re Non-collusion (B9)
- X 10. Drug Free Certification (B10)
- X 11. Campaign Contribution Statement (**must be submitted**) (B11)
- X 12. Scrutinized Companies Certification (B12)
- X 13. Addendums Acknowledgment (if any issued)
- X 14. Manufacturer Specification and Design Data Sheets Documents

Subject line must be identified as IFB # 21-204 Pad Mount Transformer.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ELECTRONIC COPY of your Bid package (see Page 2 of bid document)

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB # 21-204
Pad Mount Transformer

Bidder's Minimum Qualifications

Each Bidder must provide information of having manufactured at least ten (10) similar units in design and similar MVA rating or greater successfully manufactured and installed during the past 5 years to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Bidder's Name: Gresco Supply, Inc.

Describe the project elements (Pad mount transformer equal to or greater than the item requested) to whom, if it was delivered on Time, change orders, & Quantities, etc.) completed by the Suppliers/Manufactures.

1. Owner/Contact Name: Travis Turner (Glades) Phone 863-441-3132

Email Address: Tturner@gladeselectric.com Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No X ; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

2. Owner/Contact Name: Matt Wernerbach (Seco) Phone 352-569-9661

Email Address: Matt.Wernerbach@secoenergy.com Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____ ; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

3. Owner/Contact Name: Bill Urrutia (FP&L) Phone 954-385-8885

Email Address: _____ Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____ ; Final Contract Amount _____

Brief Description of Product Features: Supply 5MVA Step-Down Transformer

4. Owner/Contact Name: _____ Phone _____

Email Address: _____ Initial Contract Amount _____

Number of Units _____ Change Orders Yes _____ No _____ ; Final Contract Amount _____

Brief Description of Product Features: _____

5. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

6. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

7. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

8. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

9. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

10. Owner/Contact Name: _____ Phone _____
Email Address: _____ Initial Contract Amount _____
Number of Units _____ Change Orders Yes _____ No _____; Final Contract Amount _____
Brief Description of Product Features: _____

Note: Bidders may use additional sheets with the same format to list other projects as proof of prior experience (for no more than five projects in total).

(B3)

BID

IFB # 21-204
Pad Mount Transformer

Bid of: Gresco Supply, Inc.
(Bidder Name)

Total Bid Amount: \$ 86,200.00

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. Bidder has carefully and to his/her full satisfaction examined the IFB, the attached Specifications and all required forms, and Bidder has read all addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance and Payment Bond (if applicable), and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed or issuance of the Purchase Order.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Final delivery of the required products shall be within 120 calendar days after Notice to Proceed.
9. Liquidated damages for delay are agreed to be \$200 per calendar day.
10. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or in the resulting Contract.
11. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth Beach.

Name	Address
N/A	

12. The following employee(s) of the City of Lake Worth, either directly or indirectly owns, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). 1 & 2 have been RECEIVED and has included their provisions in their Bid.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.


Name of Firm: Gresco Supply, Inc.

HQ Address: 1135 Rumble Road, Forsyth ST GA Zip 31029

Phone: (855) 705-1800 Email: georgia.receptionist@gresco.com

FEIN: 58-2246694 State of Incorporation: GA

Print Name: Ryan Padgett Title: Inside Sales Assistant

SIGNATURE:  Date: 3/15/2021

Sales Office: 6421 CR 219, Wildwood ST FL Zip 34785

Sales Contact Name: Ryan Padgett Title: Inside Sales Assistant

Phone: (352) 748-9550 Email: Ryan.Padgett@gresco.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 21-204
Pad Mount Transformer

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>GENERAL CONDITIONS</u>					
1	3.0 MVA, three phase, outdoor type, pad-mounted step-down transformer	2	EA	\$43,100.00	\$86,200.00
TOTAL BID					

NO-LOAD LOSSESS IN WATTS: 2350

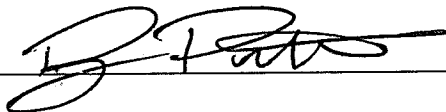
LOAD LOSSESS IN WATTS: 22927

Name of Bidder: Gresco Supply, Inc

Address: 6421 CR 219, Wildwood ST FL Zip 34785

Phone: (352) 748-9550 Email: Ryan.Padgett@gresco.com

Print Name: Ryan Padgett Title: Inside Sales Assistant

SIGNATURE:  Date: 3/15/2021

IFB # 21-204
Pad Mount Transformer

SUBSTITUTION SHEET

This form must be completed if a Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications.

DESCRIPTION OR MAKE
BID ITEM NO. SPECIFIED

PROPOSED
SUBSTITUTION

N/A

N/A

(B6)

IFB # 21-204
Pad Mount Transformer

SCHEDULE OF SUBCONTRACTORS/MANUFACTURERS

The following is a complete list of all sub-contractors/manufacturers utilized for this project:

Dollar amount of
subcontract work

- | | | | | |
|----|----------------|------------------|----|--|
| 1. | None | | \$ | |
| | (company name) | (type of work) | | |
| | | | | |
| | (address) | (tel. #) | | |
| | | | | |
| | (zip code) | (federal I.D. #) | | |
| | | | | |
| 2. | | | \$ | |
| | (company name) | (type of work) | | |
| | | | | |
| | (address) | (tel. #) | | |
| | | | | |
| | (zip code) | (federal I.D. #) | | |
| | | | | |
| 3. | | | \$ | |
| | (company name) | (type of work) | | |
| | | | | |
| | (address) | (tel. #) | | |
| | | | | |
| | (zip code) | (federal I.D. #) | | |
| | | | | |

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

Authorized Signature: _____



Note: The above schedule of subcontractors/manufacturers will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City for approval prior to that sub-contractor performing any work.

IFB # 21-204
Pad Mount Transformer

CONTRACTOR / MANUFACTURER VERIFICATION FORM

PRIME BIDDER:

Name of Firm: Gresco Supply, Inc

Address: 6421 CR 219, Wildwood, FL 34785

Telephone: (352) 748-9550

Fax: (352) 748-9333

Email: Ryan.Padgett@gresco.com

CONTRACTOR OF RECORD:

Name: Refer to the attached quote for details

Address: _____

Telephone: () _____

Email: _____

State License # _____ (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?

____ Yes ____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

Failure to fully or accurately complete this form may cause for rejection of the bid.

(B8)

IFB # 21-204
Pad Mount Transformer

LIST OF REFERENCES

1. Owner's Name & Address: Peace River Electric Coop
210 Methemy Road, Wauchula, FL 33873
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Tim Gibson
Telephone: () 863-767-4688 Fax: () 863-773-6683 E-Mail: Tim.Gibson@preco.coop

2. Owner's Name & Address: Glades Electric Coop
PO Box 519, Moore Haven, FL 33471
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Travis Turner
Telephone: () 863-441-3132 Fax: () _____ E-Mail: Tturner@gladeselectric.com

3. Owner's Name & Address: Florida Keys Electric Coop
PO Box 377, Tavernier, FL 33070
Project: Supply all types of distribution, substation, and transmission material
Contact Person: Walt Stephens
Telephone: () 305-852-1032 Fax: () _____ E-Mail: walt.stephens@fkec.com

(B9)

IFB # 21-204
Pad Mount Transformer
AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of Florida }
County of Sumter }

Ryan Padgett, being first duly sworn, disposes and says that:
(Name)

1. I am the Inside Sales Assistant of Gresco Supply, Inc, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth Beach, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth Beach.
None (if none, write "None").
6. The following employees of the City of Lake Worth Beach, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) [Signature]

(Print Name) Ryan Padgett

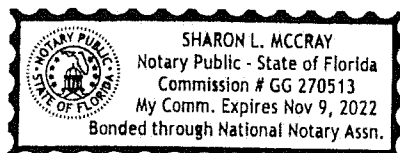
(Title) Inside Sales Assistant

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15th day of March 2021, by Ryan Padgett, as the Inside Sales Assistant [title] of Gresco Supply, Inc. [vendor's name], a Distributor [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]
Notary Public Signature

Notary Seal:



(B10)

IFB # 21-204
Pad Mount Transformer


DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that

Gresco Supply, Inc does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidders Authorized Signature

Print Name: Ryan Padgett

3/15/2021
Date

IFB # 21-204
Pad Mount Transformer

CAMPAIGN CONTRIBUTION STATEMENT

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

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

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

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


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

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

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

Signature:

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

By:  _____

Print Name: Ryan Padgett

Print Title: Inside Sales Assistant

Print Name of Business: Gresco Supply, Inc

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

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

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

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

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

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

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

Signature:

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

By: _____

Print Name: _____

For City Clerk's Use Only.

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

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202____.

Check all that apply.

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

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

(B12)

IFB # 21-204
Pad Mount Transformer

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Ryan Padgett, on behalf of Gresco Supply, Inc
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

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

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

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

CONTRACTOR:

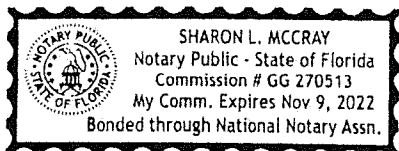
By: _____
Name: Ryan Padgett
Title: Inside Sales Assistant
Date: 3/15/2021

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15th day of March, 2021, by Ryan Padgett as the Inside Sales Assistant [title] of Gresco Supply, Inc. [vendor's name], a Distributor [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Sharon L. McCray
Notary Public Signature

Notary Seal:



IFB#21-204

QUOTED DATE

3/15/21



CUSTOMER COPY

GRESKO SUPPLY, INC. 1135
RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

SHIP TO:

CITY OF LAKE WORTH (GRESKO)
MUNICIPAL WAREHOUSE
1900 2ND AVENUE NORTH
7 NORTH DIXIE HWY
LAKE WORTH FL33461

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

FOB LAKE WORTH, FL. FREIGHT PREPAID AND ALLOWED.

*QUOTED PER IFB# 21-204 EXHIBIT "A" SPECIFICATIONS

-REFERENCE 6.1: QUOTING 150KV PRIMARY BIL IN LIEU
OF 200KV. ERMCO DOES NOT PROVIDE 200KV BIL.

-REFERENCE 9.2: QUOTING ERMCO STANDARD DIAL-TYPE
THERMOMETER.

-REFERENCE 12.5: QUOTING ERMCO STANDARD TAP
CHANGER DECAL.

-REFERENCE 17.2: ERMCO PROVIDES NAMEPLATE TYPE "B"
FOR ALL UNITS.

-REFERENCE 19.1: INSTRUCTION MANUALS CAN BE FOUND
ON ERMCO'S WEBSITE.

-QUOTING 600 AMP HV AND LV BUSHINGS PER ADDENDUM
NO.1 ISSUED 3/4/21 AND LOOP FEED PER ADDENDUM NO.
2 ISSUED 3/9/21.

-DUE TO THE REQUESTED SECONDARY VOLTAGE SELECTION,
ERMCO WILL PROVIDE A GROUNDED WYE PRIMARY
VOLTAGE CONFIGURATION.

PRICING IS FIRM ON AN ORDER RECEIVED WITHIN
30 DAYS FROM BID DATE AND SHIPMENT WITHIN LEADTIME
PRICING IS SUBJECT TO ESCALATION/DESCALATION
FOR ORDERS PLACED AFTER THE 30 DAY BID VALIDITY
OR FOR SHIPMENTS DELAYED BEYOND THE QUOTED
LEADTIME AT THE CUSTOMERS REQUEST. ESCALATION IS
CALCULATED ON THE DIFFERENCE IN THE ERMCO
MATERIAL COST FROM TIME OF QUOTE VERSUS REQUESTED
TIME OF SHIPMENT. THE BASE INDEX FOR THIS QUOTE
IS 1ST QTR 2021 MATERIAL COSTS. NOTE: LEADTIME
IS SUBJECT TO CHANGE WITHOUT NOTICE! 1ST QTR INDEX
2021. FREIGHT PREPAID & ALLOWED. LEAD TIME FOR
SINGLE PHASE POLES 14-16 WKS-PADS 30-32 WKS ARO
3 PHASE PAD 18-20 WKS ARO

ITEM 1

ERMCO 3 PHASE STEP TRANSFORMER 3PH-STEP

2 \$43100.00 \$86200.00

ITEM# : 1.00

NL= 2350 LL=22927 IZ=6.300 TL=25277

OPTIONS BEGIN.....

ERMCO ERMCO STD 3PH TRANSFORMER

3000 3000 KVA

QUOTED DATE

3/15/21



CUSTOMER COPY

GRESKO SUPPLY, INC. 1135
RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

SHIP TO:

CITY OF LAKE WORTH (GRESKO)
MUNICIPAL WAREHOUSE
1900 2ND AVENUE NORTH
7 NORTH DIXIE HWY
LAKE WORTH FL33461

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
G	GRDY			
253G	26400GY/15240 150 BIL			
X	H0/X0 GROUND			
003	2 TAPS 2.5% ABOVE & BELOW NORMAL			
900	4160Y/2400 60 BIL			
S5	ANSI SPECIFIC K DIM=5.0			
L	LOOP FEED			
600	GENERIC DEAD BREAK 600 AMP AL			
000	NO INSERTS SELECTED			
000	ELBOW ARRESTERS NOT SELECTED			
000	NO INS. STANDOFF BUSHING SELECTED			
000	NO INS. PROTECTIVE CAP SELECTED			
I	INLINE			
600	GENERIC DEAD BREAK 600 AMP AL 25KV			
600	DEAD BREAK 600 AMP AL			
0	NO SECONDARY PARKING STANDS			
561	HI-AMP BF & ELSP BACKUP CP			
CLA	GENERIC BACKUP CL FUSE			
1	FLAPR BAYO HOLDR W/SILVER CONTACTS			
000	MILD STEEL TANK & BASE			
1	TANK COVER W/ROUND HANDHOLE			
000	MILD STEEL CABINET & SILL			
0	STD CABINET PARTITION			
0	PADMOUNT GREEN FINISH			
0	STANDARD HARDWARE.			
11	SILICON BRONZE PENTABOLT			
1	S.S. 2HOLE GRD PAD IN PRI & SEC			
01	NITROGEN AIR SPACE BLANKET			
N2	IFD AND SCHRADER			
Z	ERMCO STD DRAIN VALVE W/ SAMPLER			
0	1"NPT FILL PLUG			
Z	SEC ERMCO STD LIQUID LEVEL GAUGE			
0	NO VACUUM GAGE SELECTED			
Z	ERMCO STD TEMPERATURE GAGE			
8	ENVIROTEMP FR3			
S	STAINLESS STEEL NAMEPLATES (TWO)			
00	STD KVA DECAL OUTSIDE			
00	DOES NOT REQUIRE PCB DECAL.			
11	DANGER "MR OUCH" GENERIC (3-52-02)			
02	WARNING "MR OUCH" GENERIC(3-52-01)			
99	STD PRIMARY DECAL INSIDE(HV)			
00	NO SECONDARY VOLTAGE DECALS			
00	STD ERMCO "E" LOGO DECAL (3-8-151)			
OPTIONS END.....				

DELIVERY MON-FRI

QUOTED DATE 3/15/21



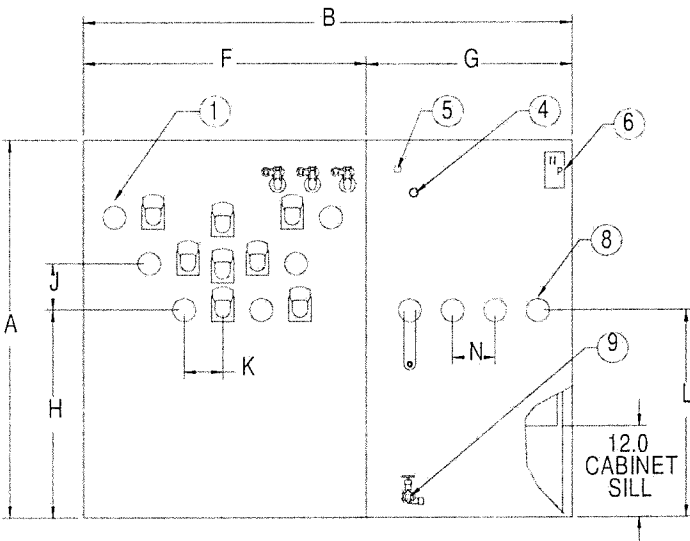
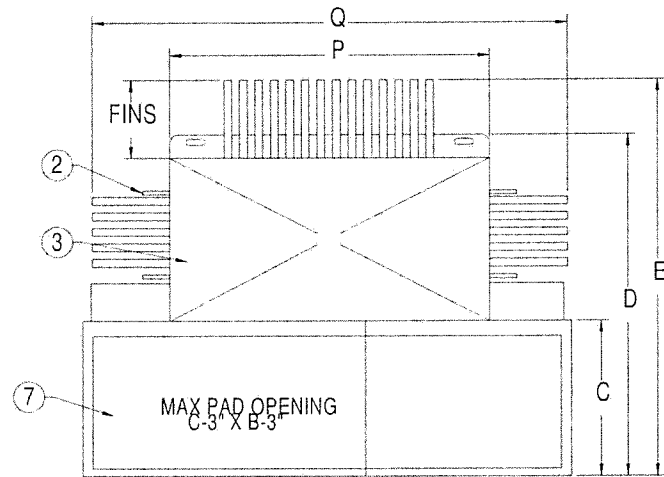
CUSTOMER COPY

GRESKO UTILITY SUPPLY, INC.
1135 RUMBLE ROAD

ATTN= ACCOUNTS PAYABLE
FORSYTH GA31029

SHIP TO:
CITY OF LAKE WORTH (GRESKO)
MUNICIPAL WAREHOUSE
1900 2ND AVENUE NORTH
7 NORTH DIXIE HWY
LAKE WORTH FL33461

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
100% CTR W/ SHIPMENT				
24 HOUR NOTICE				
FLAT BED SIDE UNLOAD				



CUSTOMER: CITY OF LAKE WORTH (GRESKO)
 RFQ/Spec: _____
 ERMCO Quote#: 609962

For detail information about the transformer,
 refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	3000	68	77.5	24	63.5	86.5	41.5	35.5	27	6	6.5	46	0	6.33

STANDARD FEATURES

- 1 HV Bushing
- 2 Lifting Lugs
- 3 Bolted Cover
- 4 1" Upper Fill Plug
- 5 Pressure Relief Valve
- 6 Nameplate
- 7 Hinged Top Cabinet
- 8 LV Bushing
- 9 Drain Valve w/Sampler

Quote

Item	P	Q	Wt (lbs)	Oil (gn)
1	73	100	15548	588

3 Phase Quotation Drawing
 For Dimensional Purposes Only
 All Features and Accessories Not Shown

ERMCO

ISSD BY: CH

DATE: 03/09/21

REV ISSUE DATE:

SCALE: NTS