

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

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

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

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

WHEREAS, the CONTRACTOR has provided a proposal for the second unit which is attached hereto as Exhibit "A"; and

WHEREAS, the CITY finds the CONTRACTOR's proposal to be acceptable; and

WHEREAS, the CITY and CONTRACTOR wish to increase the total maximum costs to be paid by the CITY under this Amendment to a not to exceed amount of One Million Dollars (\$1,000,000.00); and

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

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

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Scope of Work.** The Scope of Work for this Amendment is set forth in Exhibit "A", the CONTRACTOR's proposal, which is attached hereto.
3. **Maximum Costs.** The maximum costs to be paid by the CITY under this Amendment shall not exceed \$1,000,000.00 (One Million Dollars).
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 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.

5. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, Exhibit "A" attached hereto, the RFP and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated therein. To the extent that there exists a conflict between this Amendment and the remaining documents, the terms, conditions, covenants, and/or provisions of this Amendment shall prevail with the Agreement next taking precedence. For this Amendment only, Exhibit "A", attached hereto, shall take precedence over the RFP. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Good and Service Agreement (Substation Prefabricated Control House) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director



STATE OF SC
COUNTY OF Greenville

KVA, INC.

By: Anthony W. Burns

Print Name: ANTHONY BURNS

Title: VICE PRESIDENT

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 10 day of September 2021, by David Perry, as the Purchasing Agent [title] of KVA, Inc., a Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced himself 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.

David Perry
Notary Public Signature

Notary Seal:

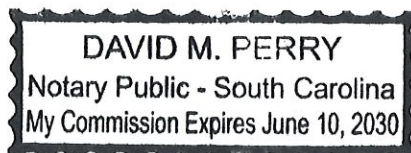


Exhibit “A”
(Contractor’s Proposal 10 pages)



Revision 2
PROPOSAL
City of Lake Worth Beach
Electric Utilities
Main Substation

Prepared for City of Lake Worth
Beach Electric Utilities
August 11, 2021
KVA Quote # 11363R2



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



Scope of Work: To provide (1) Control House and (11) Relay Control Panels, (Panel 12) Blank Cabinet and equipment fabricated, assembled, wired, tested, and delivered in accordance with the City of Lake Worth Beach Electric Utilities.

1) Relay Control Panels

A) Pricing for (1) Control Enclosure, (11) Relay panels, (1) Blank Cabinet (panel 12) and equipment.

TOTAL PRICE.....\$958,380.00

B) Delivery:

Delivery will be 20-22 weeks after the receipt of a Purchase order and all necessary engineering information.

On-Site Services

- KVA will attach the control building to the customer furnished foundation.
 - KVA will reinstall all provided items that were removed for shipment.
 - KVA will install batteries and make interconnections and final wiring terminations.
- Delivery & offload based on free and clear access to the jobsite.

Bill of Material for (11) Relay panels and (1) Blank Cabinet:

Component	STYLE #	Manufacturer	Qty
PANEL FRAME	90x24x24	KVA	11
PANEL 12 CABINET	CABINET	KVA	1
LED PANEL MOUNT	RPLH16-02-06-02	LEDTRONICS	2
VOLTMETER	691B229A10	WESCHLER	2
SYNCHROSCOPE	007-146A-PRAE-C6	CROMPTON-INDUSTRIES	1
SYNC SELECT (ON/OFF)	2424E	ELECTROSWITCH	5
BKR OP (OPEN/CLOSE)	2457D	ELECTROSWITCH	11
SATELLITE-SYNCHRONIZED CLOCK-SEL-2407	24070A13B	SEL	1
MANAGED 24-PORT ETHERNET SWITCH-SEL-2730M	2730M0ARAA1111AAAAX1	SEL	3
RTAC- REAL TIME AUTOMATION CONTROLLER- SEL-3530	3530#8FD6	SEL	2
RTAC- REAL TIME AUTOMATION CONTROLLER- SEL-3555	3555#JGH8	SEL	1
FEEDER OC PROTECTION- SEL-351S	0351S7XHD3E5422	SEL	18
BUS DIFFERENTIAL RELAY AND BKR FAILURE- SEL-487B	0487B1X4X52XC1XEHAPPPX	SEL	3



CAPACITOR PROTECTION AND CONTROL SYSTEM- SEL-487V	0487V0X6151XC4X4H4B4XXX	SEL	2
BUS DIFFERENTIAL RELAY AND BKR FAILURE- SEL-487B	0487B1X4X52XC1XEH8EEEXX	SEL	3
PROTECTION, AUTAMATION AND CONTROL SYSTEM- SEL-421	04215615XC1X4H78424XX	SEL	3
LINE CURRENT DIFFERENTIAL SYSTEM- SEL-311L	0311L1HD03254X4XX	SEL	3
CURRENT DIFFERENTIAL AND OVERCURRENT RELAY- SEL-387	0387613X5H4X4XX	SEL	3
CONTROL SWITCH MODULE- SEL-9510	951031B2	SEL	3
CAT 6A SHIELDED FEEDTHROUGH PANEL CONNECT (BLACK)	NE8FDX-P6-B	NEUTRIK	2
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10035AD	SECUCONTROL	9
TEST SWITCH 14 POLES-8 POTENTIAL, 6 CURRENT SHORTING	STSA14100AB	SECUCONTROL	28
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10115AB	SECUCONTROL	3
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10035AD	SECUCONTROL	3
TEST SWITCH 10 POLES-4 POTENTIAL, 6 CURRENT SHORTING	STSA10115AB	SECUCONTROL	6
TEST SWITCH 10 POLES-2 POTENTIAL, 12 CURRENT SHORTING	STSA14101AB	SECUCONTROL	10
TEST SWITCH 14 POLES-14 POTENTIAL	STSA14100AB	SECUCONTROL	10
19' PANEL SLOT COVERS, ANSI GREY, 3U, 2-14 POLE CUTS	FTX3UA101010AG	SECUCONTROL	6
COVER FOR ST SWITCHES, 10 POLE, CLEAR	FTDC10	SECUCONTROL	21
SPARE DISCONNECT PINS		SECUCONTROL	90
19' PANEL SLOT COVERS, ANSI GREY, 3U, 2-14 POLE CUTS	FTx3UA14xx14AG	SECUCONTROL	24



COVER FOR ST SWITCHES, 14 POLE, CLEAR	FTDC14	SECUCONTROL	48
86-LOCKOUT RELAY W/ LIGHTED TARGET	78PB05D	ELECTROSWITCH	9
CUTOUT SWITCH	3101C	ELECTROSWITCH	3
SYNC SELECT (ON/OFF)	2424E	ELECTROSWITCH	5
BKR OP (OPEN/CLOSE)	2457D	ELECTROSWITCH	11
SHORTING TERMINAL BLOCK TYPE EB-27, 6 POINT	EB27B06S	GE	18
TERMINAL BLOCK TYPE-DOUBLE ROW, 20 POINTS	670RZ20	MARATHON	0
SHORTING TERMINAL BLOCK TYPE EB-27, 4 POINT	EB27B04S	GE	40
TERMINAL BLOCK TYPE EB-25	EB25B004	GE	41
TERMINAL BLOCK TYPE EB-25, 12 POINT	EB25B012	GE	47
DIN RAIL TYPE, 5 AMPERE, 125VDC MINIMUM RATING	FAZ-C5/2-NA-DC	EATON	51
DIN RAIL TYPE, 5 AMPERE, 125VDC MINIMUM RATING	FAZ-B15/3	EATON	14
DIN MOUNTING RAIL TYPE NS 35/7.5 STEEL PERFORATED	801733	PHOENIX	45
E/NS 35 N End Clamp	800886	Phoenix	44
D-UDK 4 End Cover	2775113	Phoenix	44
ZB6 WHITE NUMBER STRIP LABEL MOUNT ON BOTH SIDES OF BLOCK, PRINTED HORIZONTALLY WITH SEQUENTIAL NUMBERS (1-180)	1051016	PHOENIX	890
UDK4 TERMINAL BLOCK (1-180)	2775016	PHOENIX	890
GROUND BAR	GROUND BAR	KVA	12
316SS WALL-MOUNT OUTDOOR ENCLOSURE (20.00x20.00x6.00)	A16H1206SS6LP	HOFFMAN	2
TERMINAL BLOCK TYPE EB-25, 4 POINT	EB25B04	GE	6
3 PHASE, FUSE HOLDER UL CLASS, 600V AC/DC	BCMM603-3C	BUSSMAN	5
1 PHASE, FUSE HOLDER UL CLASS, 600V AC/DC	BCM603-1C	BUSSMAN	3
UL CLASS CC FUSE, TIME DELAY, 5A	LP-CC-5	BUSSMAN	20
JUNCTION BOX BACK PLATE	E20P20	HOFFMAN	2



LOCAL/REMOTE SWITCH	24206sx	ELECTROSWITCH	8
LOCAL/REMOTE SWITCH	24203B2	ELECTROSWITCH	5

Bill of Material for Concrete Control House:

The proposed control house is described below:

Drawing Exceptions and Clarifications:

Did not receive written specifications therefore we have proposed our standard shelter for your request. We will gladly make changes per your request however changes may result in a price adjustment.

1. Drawing MAIN-13800-SP-001 Bill of Material Item 6A: The ULFWF54740MV00BI is out of production and is being replaced by the ULF3HE550UBZ.
2. Drawing MAIN-13800-SP-001 Bill of Material Item 8: The cable risers will be the VFP standard cable entry hoods.
3. Drawing MAIN-13800-SP-001 Bill of Material Item 11: The aluminum platforms are to be provided and installed by others.
4. Drawing MAIN-13800-SP-001 Bill of Material Item 12: The pad mounted transformers are to be provided and installed by others.
5. Drawing MAIN-13800-SP-001 Bill of Material Item 13: VFP has included DH325NWK safety switched in lieu of the DH325NWH316 units.
6. Drawing MAIN-13800-SP-001 Bill of Material Item 16B: The NTVELDB30400WR4 is not a recognized part number; VFP has included a NTVELDB30400WRU in this quotation.

This quotation assumes all required panel to panel and panel to termination cabinet wiring diagrams are to be provided by others. If requested, we will provide alternate pricing for these services.

Construction - Concrete

- Size nominal 15'6" wide (16' wide with roof overhang) exterior x nominal 40' long exterior x nominal 10' high interior, one room concrete control house
- Standard construction in accordance with VFP product specifications. The structural loads of the proposed concrete control house are as follows:
 - 200 pounds per square foot distributed floor loading while on foundation
 - 125 pounds per square foot distributed floor loading while lifting
 - 100 pounds per square foot distributed roof load
 - 200 mph wind load (Meets 194 ultimate wind speed per ASCE 7-10)
 - Seismic zone 4
- Exposed aggregate exterior
- The proposed control house walls are capable of stopping 30.06 rifle fire per UL752 requirements. Unless otherwise specified, the control house door is not bullet resistant.
- Steel skid floor with concrete deck



- The proposed control house walls will provide a two-hour fire rating
- The walls will be insulated to R-11 with hardboard insulation
- The ceiling will be insulated to R-19 with hardboard insulation
- The interior walls and ceiling will be sheathed with ¾" white OSB backed FRP board
- The floor will be painted with non-skid epoxy paint
- One (1) 42" wide x 84" high insulated "Florida Approved" steel exterior door, with panic bar and fiberglass weather hood
- One (1) 72" wide x 84" high insulated "Florida Approved" steel exterior double door, with panic bar and fiberglass weather awning
- Two (2) hydraulic door closers

Power Distribution

- One (1) 250 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC1" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC1 power panel to be supplied with the following breakers:
 - Three (3) 20 Amp single pole
 - Two (2) 20 Amp double pole
 - Six (6) 30 Amp double pole
 - One (1) 60 Amp double pole
 - Three (3) 40 Amp three pole
- One (1) 150 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC2" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC2 power panel to be supplied with the following breakers:
 - Fourteen (14) 20 Amp double pole
 - One (1) 60 Amp double pole
- One (1) 150 Amp main breaker, 42,000 AIC, 120/240 VAC, three phase, 60 Hz, 42 space, "AC3" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC3 power panel to be supplied with the following breakers:
 - Nine (9) 20 Amp double pole
 - One (1) 30 Amp double pole
 - One (1) 40 Amp three pole
- One (1) 225 Amp main breaker, 22,000 AIC, 120/240 VAC, single phase, 60 Hz, 42 space, "AC4" bolt-on panel board, in a NEMA 1 surface mount enclosure
- AC4 power panel to be supplied with the following breakers:
 - Ten (10) 20 Amp single pole
 - Four (4) 35 Amp double pole
- Four (4) shelter wall penetrations to serve as utility and emergency power service entries
- Two (2) 400 Amp, 240 VAC, fused, three pole, single throw disconnect switches in NEMA 4X enclosures with three spare fuses; Eaton DH325NWK
- One (1) 400 Amp, 240 VAC, non-fused, three pole, double throw manual transfer switch in a NEMA 3R enclosure; Eaton NTVELDB30400WRU
- One (1) Intertek PL800GTBSM, generator tap box
- One (1) 32"x32"x12" NEMA 3R CT cabinet with Marathon terminal blocks
- One (1) Brooks 652U3010C13-1624 meter socket
- Fourteen (14) 20 Amp specification grade duplex receptacles
- Two (2) 20 Amp specification grade exterior duplex ground fault receptacles



Lighting

- Ten (10) four-foot, LED surface mounted light fixtures with motion sensor control
- Two (2) emergency/exit lights
- Two (2) exterior LED Howard LWP-5075-LED-MV door lights
- Two (2) exterior LED Howard ULF3HE550UBZ flood lights

HVAC

- Two (2) nominal 3 Ton, 240 VAC, single phase, 11EER, wall mount air conditioning units, with low ambient and compressor anti cycle controls, phenolic coated coils, integral 5 kW resistance heat strips and washable dust filters.
- One (1) lead/lag controller allowing approximately equal operating time on each air conditioning unit
- One (1) 650 cfm (at 0" of H2O static pressure) battery area exhaust fan system, including "Florida Approved" intake and exhaust louvers, timer and hydrogen detector controls, fiberglass hoods, permanent filters and exhaust insect screen

Grounding

- One ground system consisting of a 4/0 AWG stranded bare copper conductor, run through the cable tray with grounding drops to the equipment and a single drop at the cable entrance locations for termination at the final site by others

Additional Equipment

- One (1) automatic transfer switch - ATV9LDB30400WRU – Eaton
- One (1) manual transfer switch - NTVELDB30400WRU - Eaton
- Two (2) battery racks - E-SGL2-15
- Two (2) spill containment systems - SC62-23P10
- Two (2) battery chargers – ACSWM-125-053-1
- Two (2) Battery systems - STT6v200 - SBS
- Two (2) direct current power distribution panels - P2J225LT60CH01 – Eaton
- Three (3) direct current disconnect switches - DG224FGK
- One (1) communications enclosure – Great Lakes – 910ES-2442MS

Alarm Device Contacts

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

- Two (2) line voltage smoke detectors
- Two (2) intrusion alarm switches with form "C" contacts rated .1 Amps at 28 VDC
- One (1) high temperature alarm
- One (1) low temperature alarm
- One (1) set of automatic transfer switch alarms



- Two (2) sets of battery charger alarms
- One (1) hydrogen detector for alarm and fan control
- One (1) exterior visual fire indicator alarm

Accessories

- Up to seventy feet (70') of 36" wide x 6" deep B-Line aluminum cable tray
- Two (2) 12-gauge cable entry hoods
- Two (2) portable 10-pound CO2 fire extinguishers
- One (1) antenna mount bracket
- One (1) handheld eye wash station
- One (1) drawing table
- One (1) wall mounted drawing rack with six (6) clamps
- One (1) service manual
- If requested, we will provide three (3) sets of control house drawings with each control house unit order. Typical foundation drawings based upon normal soil conditions are available to support calculations for recommended control house tie down locations. No other foundation drawings are offered in the proposed control house price. Additional foundation drawings can be provided and will be negotiated separately.
- All wiring will be installed in surface mounted conduit or wireways if specified and will be in full compliance with ANSI/NFPA-70 - The National Electrical Code, latest revision.
- Control houses are to be built according the latest IBC edition and state requirements of which the control house is residing, local and county codes are not applicable unless otherwise stated.

Clarifications:

- KVA quote is based on the above Bill of Material; any changes to the above bill of material could result in a price change or change order upon the award of purchase order.
- There were no specifications provided at the time of quote, KVA used the prior City of Lake Worth spec as a reference.
- Crompton PART # 007-05YA-PNPN-C6 IS NO LONGER AVAILABLE- Weschler Part# 691B229A10 offered in this proposal.
- Per SecuControl, part number FTX3UA141414AG is incorrect, replacing it with FTX3UA14x14AG.
- Terminal block quantities are estimated.
- **Panel 12 is a future panel, KVA is providing a blank cabinet with cover plates.**

KVA Relay Panel testing to include:

- Point-to-point continuity test in accordance with wiring diagrams.
- Current Injection
- Power Up of the SELs
- KVA Shop Quality Audit Checklist:
- Visual Appearance Check
- Dimensional checks to fabrication drawings
- Part Number Accuracy



- Quantity Verification
- Panel Layout Verification
- Nameplate and Labeling Accuracy
- Wire Marker Verification to Drawings
- Termination Torque, Crimp and Tensile Integrity

A) Relay Panel Engineering Drawings: Only mechanical engineering drawings are included.

B) Payment:

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

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

C) Taxes: Prices shown do not include sales or other taxes imposed on the sale of the goods.

D) Freight: F.O.B. freight costs to City of Lake Worth, FL are included in the prices shown.

E) Cancellation: With the placement of an Order, Buyer acknowledges that Seller would incur financial damages in the case of a cancellation of an Order and that Seller has the right to charge the Buyer for such damages as specified by the time schedule below.

- a. Schedule of Fees for Cancellation of Order:

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

- b. Higher cancellation fees may be imposed on special or modified equipment up to the entire value of the Order.
- c. Payment of the cancellation fee is to be made within fifteen (15) days of cancellation.

F) Validity: This proposal is valid for acceptance within 90 days.



MADE IN THE UNITED STATES

KVA Inc. is a WBE Certified Corporation.

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