

**AGREEMENT FOR GOODS AND SERVICES  
(Prefabricated Steel Packaging)**

**THIS AGREEMENT FOR GOODS AND SERVICES** (“Agreement”) is made on this \_\_\_\_\_, between the **City of Lake Worth Beach**, Florida, a municipal corporation (“CITY”) with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DIS-TRAN Packaged Substations**, a Delaware corporation with its principal office located at 4725 Hwy 28 E. Pineville, LA 71360 (“CONTRACTOR”).

**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 #22-115 for supply of Prefabricated Steel Packaging ( “IFB”) for City of Lake Worth Beach Electric Utility Canal Distribution Substation., which IFB is incorporated by the reference into this Agreement; and

WHEREAS, the CITY received one (1) response to the IFB from the CONTRACTOR before the deadline; and

WHEREAS, the CITY requested minor changes in CONTRACTOR’s specifications and the CONTRACTOR submitted a revised bid; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s revised bid 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. SPECIFICATIONS**

2.1 The specifications set forth in the IFB details the prefabricated steel packaging to be provided to the CITY. The CONTRACTOR’s bid specifications, attached hereto as **Exhibit “A”** and incorporated herein, set forth further details for the furnishing of full engineering design,

procurement, preassembly, testing, delivery, and onsite assembly of multiple sections of prefabricated steel packaging for a 26.4kV distribution substation for the City's Electric Utility.

2.2 The CONTRACTOR represents to the CITY that all goods and services provided 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 further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

2.4 The goods and services shall be provided by the CONTRACTOR or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. 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 goods and services shall be provided and 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 provision of all goods and services 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 goods and services 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 ITB and its specifications and Exhibit "A" unless otherwise specified in writing by the CITY.

### **5. FEE AND ORDERING MECHANISM**

5.1 The CITY shall utilize a City Purchase Order for the ordering of the prefabricated steel packaging under this Agreement; however, the terms and conditions of the City Purchase Order shall not apply.

5.2 Should the CITY require additional goods and services, which additional goods and services are not included in this Agreement (but authorized by the IFB), the CITY and CONTRACTOR will prepare and execute a written amendment setting forth the additional goods

and services and the total cost for the same prior to any such additional goods 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 30<sup>th</sup> 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 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the CITY's City Commission.

## **6. MAXIMUM COSTS**

6.1 The CITY shall compensate the CONTRACTOR in accordance with the CONTRACTOR's bid prices, which are attached hereto and incorporated herein as **Exhibit "A"**. The total cost to be paid by the CITY to the CONTRACTOR shall not exceed \$ 1,441,900.00 (One Million Four Hundred Forty-One Thousand Nine Hundred Dollars). Since additional items and costs may be necessary to complete the scope of work identified in the CONTRACTOR's bid, the CITY's Electric Utility Director or designee is authorized a contingency amount of no more than \$20,000 (Twenty Thousand Dollars) to complete the scope identified in the CONTRACTOR's bid. Use of the contingency amount must be pre-approved in writing by Electric Utility Director or designee before any additional costs are added to the CONTRACTOR's proposal and before the CITY is responsible or liable for payment of any sums from the contingency amount to the CONTRACTOR.

## **7. INVOICE**

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for the goods and services upon delivery, and final acceptance of the goods and all services by the CITY. Final acceptance occurs when 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 goods and services.

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 specifications or goods and services to be provided 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 provide the goods and services 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 Agreement, 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 Agreement, 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 Agreement, 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 specifications and pricing (Exhibit "A"). 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. 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 and such electronic signature shall be treated as an original signature of the party executing this Agreement 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 exclusive 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 (3<sup>rd</sup>) 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:

City of Lake Worth Beach  
Attn: City Manager  
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:

DIS-TRAN Packaged Solutions  
Attn: Laine Stoute  
4725 Hwy 28 E.  
Pineville, LA 71360

### **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. PUBLIC ENTITY CRIMES**

26.1 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.

## **27. PREPARATION**

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

## **28. PALM BEACH COUNTY INSPECTOR GENERAL**

28.1 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.

## **29. ENFORCEMENT COSTS**

29.1 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.

## **30. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

### **31. COPYRIGHTS AND/OR PATENT RIGHTS**

31.1 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.

### **32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

32.1 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.

### **33. FEDERAL AND STATE TAX**

33.1 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.

### **34. PROTECTION OF PROPERTY**

34.1 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.

### **35. DAMAGE TO PERSONS OR PROPERTY**

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement 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.

### **36. WARRANTY**

36.1 CONTRACTOR warrants and guarantees to the CITY that goods and services 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 goods and services provided 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.

### **37. SCRUTINIZED COMPANIES**

37.1 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.

37.2 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.

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

37.4 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.

37.5 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.

37.6 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.

### **38. E-VERIFY**

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

38.1 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;

38.2 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;

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

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

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

38.6 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.

### **39. SURVIVABILITY**

39.1 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Goods and Services for prefabricated steel packaging 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:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

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

CONTRACTOR: **DIS-TRAN Packaged Substations**

By: [Signature]  
Print Name: David Ducate  
Title: Commercial VP

[Corporate Seal]

STATE OF Louisiana  
COUNTY OF Parish of Rapides

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 9<sup>th</sup> day of November 2022, by David Ducate, as the Commercial Vice-President [title] of **DIS-TRAN Packaged Substations** a Delaware corporation, who is personally known to me or who has produced drivers license 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.

Kristal K. Ducote #58272  
Notary Public Signature

Notary Seal

**Exhibit "A"**

**Contractor's Bid Prices and Specifications (5 pages total)**



**27kV Canal Distribution Substation**  
**Lake Worth Utilities**  
**Lake Worth Utilities**  
**FL**

**Origination Date: 10/21/2022**  
**Proposal No: 104328A**

Item	Qty	UOM	Description	MFG	MFG Part Num
<b>EQUIPMENT &amp; MATERIALS</b>					
K5	2	EA	STA SERV, FUSED DISCONNECT SWITCH, 34.5KV, 200KV BIL, 100A, MINDCORE EPF341B WITH PE34003 FUSE ELEMENTS ***** EPFIV34100 - Expulsion Power Fuse Assembly Model: EPF expulsion power fuse type Maximum rated Voltage: 38kV BIL: 200kV Fuse Holder: 100A Icc: 25kA rms Insulator: 2 x TR210 Hook stick operated Fuse link replacement 34kV - 3A type E 2 - 3A fuses - for EPF-341B	Mind Core Technologies	EPF341B W/ PE34003
K7	7	EA	26KV POTENTIAL TRANSFORMER FUSED DISCONNECT SWITCH, 34.5KV, 200KV BIL, 100A, MINDCORE EPF341B WITH 1A CURRENT LIMITING FUSE ELEMENTS. ***** EPFIV34100 - Expulsion Power Fuse Assembly Model: EPF expulsion power fuse type Maximum rated Voltage: 38kV BIL: 200kV Fuse Holder: 100A Icc: 25kA rms Insulator: 2 x TR210 Hook stick operated Fuse link replacement 34kV - 1A type E 7 - 1A fuses - for EPF-341B	Mind Core Technologies	EPF341B
K8	78	EA	SWITCH, DISC, CU, 34KV, 1200A, CLEVELAND PRICE C102A320G11-LC0-C ***** **Cleveland price changed part number to "C102A230G11" instead of "C102A320G11"  Outdoor disconnect switch, type LCO-C, single pole, hookstick operated, rated 34.5 kV, 1200 Amp. , 61 kA momentary, 200 kV BI All copper switch featuring: <ul style="list-style-type: none"> <li>• Vertically mounted pole units</li> <li>• 90° blade stop</li> <li>• TR-210 gray station post insulators(fully assembled)</li> <li>• Silver-plated hinge and jaw contacts</li> <li>• Tin-plated terminal pads</li> </ul>	Cleveland Price Inc.	C102A230G11-LC0-C
K10	39	EA	ARRESTER, SURGE, 27KV, RISER POLE CLASS, 22KV MCOV, MACLEAN ZSP0027-4231	Maclean	ZSP0027-4231



K12	7	EA	34.5KV/120V POTENTIAL INSTRUMENT TRANSFORMER, ABB TYPE V0G-2B, #E-923A652G06 ***** REQUESTED PART NUMBER (E-923A652G06) DOES NOT EXIST. DTPS IS QUOTING ABB # VOG-20B; E-923A652G02.  20. E-923A652G02 - VOG-20B, OUTDOOR application, 200 kV BIL, Nominal system voltage: 34.5, Connection type: LINE-GROUND, Primary voltage: 19920/34500GY, Secondary voltage: 120, Ratio: 166:1, Accuracy: 0.3Y, RVF: 1.9, Thermal rating: 1500 VA, Frequency: 60 Hz, Notes: REPLACEMENT FOR VOY-20G HCEP E-9629A74G14 AND POLYURETHANE 9629A74G14, Material: HCEP	ABB, Inc.	VOG-2B, #E-923A652G02
K13	210	EA	STATION POST INSULATOR,34.5KV, 200kV BIL, STANDARD STRENGTH, SILICON, MACLEAN CAT. NO. NPP20XG15S *SWITCH INSULATORS NOT INCLUDED IN QUANTITY*	Maclean	NPP20XG15S
K14	36	EA	SWITCH DISC, CU, 34KV 2000A, CLEVELAND PRICE C102A230G12-LCO-C ***** **** Outdoor disconnect switch, type LCO-C, single pole, hookstick operated, rated 34.5 kV, 2000 Amp. , 100 kA momentary, 200 kV BI All copper switch featuring: <ul style="list-style-type: none"> <li>• Vertically mounted pole units</li> <li>• 90° blade stop</li> <li>• TR-210 gray station post insulators(fully assembled)</li> <li>• Silver-plated hinge and jaw contacts</li> <li>• Tin-plated terminal pads</li> </ul>	Cleveland Price Inc.	C102A230G12-LCO-C
<b>BUS FITTINGS &amp; CONNECTORS</b>					
B2	12	EA	ALUMINUM WELDED TERMINAL CONNECTOR FOR DUAL (2) 1431 ACSR CONDUCTOR *For 1431 ACSR 45/7	Travis Pattern & Foundry, Inc.	18-787
B3	600	EA	5 INCH ALUMINUM BUS, SCHEDULE 40 SPS, 6063-T6.	TW Metals Inc.	
B7	48	EA	END PLUG FOR 5 INCH ALUMINUM BUS, SCH 40	Travis Pattern & Foundry, Inc.	18-1297
B9	6	EA	ALUMINUM GROUNDING STUD CONNECTOR FOR 5 INCH ALUMINUM BUS	Travis Pattern & Foundry, Inc.	18-1280-WR
B9.1	42	EA	BRONZE, BOLTED GROUNDING STUD FOR 350-1000 KCMIL CU CABLE	Sefcor, Inc.	BCGS-34
B10	80	EA	2 1/2 INCH ALUMINUM BUS, SCHEDULE 40 SPS, 6063-T6	TW Metals Inc.	
B11	600	EA	CONDUCTOR, 795 ACSR , SOUTHWIRE OR APPROVED EQUIVALENT *For Dampning Cable*	Champion Wire	
B12	18	EA	ALUMINUM WELDED TERMINAL FOR 5 INCH ALUMINUM BUS TO NEMA 4 HOLE PAD, 4" 4-HOLE NEMA PAD	Travis Pattern & Foundry, Inc.	18-136-CFE
B14	51	EA	ALUMINUM WELDED TEE, 5 INCH ALUMINUM BUS TO 4", 4-HOLE PAD	Travis Pattern & Foundry, Inc.	18-642-WR





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B16	6	EA	ALUMINUM WELDED TEE CONNECTOR FOR ONE 5 INCH MAIN BUS TO TWO 2 1/2"-TAP BUSES,	Travis Pattern & Foundry, Inc.	18-394-15
B17	12	EA	ALUMINUM WELDED TEE CONNECTOR FOR 5 INCH MAIN BUS TO 15°, 2 1/2" TAP BUS	Travis Pattern & Foundry, Inc.	18-303-15
B18	310	EA	CONDUCTOR, 1431 ACSR (45/7), SOUTHWIRE OR APPROVED EQUIVALENT	Champion Wire	
B23	12	EA	ALUMINUM WELDED TERMINAL CONNECTOR, FOR USE WITH 1 ITEM B18 *SINGLE1431 ACSR 45/7*	Travis Pattern & Foundry, Inc.	18-724
B25	6	EA	ALUMINUM WELDED TEE CONNECTOR 2 CABLE TO 4 HOLE NEMA PAD. FOR USE WITH 2 ITEM B18 *FOR DUAL 1431 ACSR 45/7*	Travis Pattern & Foundry, Inc.	110-123-CSTD-4
B34	1200	EA	ALUMINUM ANGLE, 3-1/2" X 3-1/2" X 1/4"	Aluminum & Stainless	
B35	35	EA	3/8 X 3" X 20'L ALUM BAR *35 Pcs of 20' bar or 700' total*	Aluminum & Stainless	
B36	24	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 2-HOLE PAD, 1/0 TO 500MCM CU CABLE, TINNED, ANDERSON CAT. NO. SWH050B2 OR APPROVED EQUAL	Anderson (AEC)	SWH050B2
B37	108	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 4 INCH, 4-HOLE PAD, 4/0 TO 1000MCM CU CABLE, TINNED, ANDERSON CAT. NO. SWH100D OR APPROVED EQUAL	Anderson (AEC)	SWH100D
B38	1700	EA	CONDUCTOR, 1000KCMIL CU, SDB. 19 STR, SOUTHWIRE OR APPROVED EQUAL **QUOTING 61 STRAND**	Nehring	
B39	168	EA	BRONZE STRAIGHT BOLT TERMINAL, 2 CABLES TO 4 INCH, 4-HOLE PAD, 4/0 TO 1000MCM CU CABLES, TINNED, ANDERSON CAT. NO. SWHD100D OR APPROVED EQUAL	Anderson (AEC)	SWHD100D
B40	66	EA	BRONZE STRAIGHT BOLT TERMINAL, 1 CABLE TO 4 INCH, 4-HOLE PAD, 1/0 TO 500MCM CU, TINNED, ANDERSON CAT. NO. SWH080D OR APPROVED EQUAL	Sefcor, Inc.	FNCT-20H-4B
B41	330	EA	CONDUCTOR, #2 AWG CU, SDB SOUTHWIRE OR APPROVED EQUAL	Nehring	
B42	450	EA	CONDUCTOR, 350 KCMIL CU, SDB, SOUTHWIRE OR APPROVED EQUAL	Nehring	
B46	40	EA	BRONZE BOLTED, TEE, 250-1500MCM CU MAIN TO #4-250MCM TAP, ANDERSON CAT. NO. TCC8150025, OR APPROVED EQUAL	Anderson (AEC)	TCC8150025
B47	24	EA	BRONZE BOLTED, TEE, 250-1500MCM CU MAIN TO 1/0 SOL.-500MCM TAP, ANDERSON CAT. NO. TCC8150050, OR APPROVED EQUAL	Anderson (AEC)	TCC8150050
B48	6	EA	ALUMINUM WELDED TEE, 5 INCH, SCH 40 ALUMINUM BUS TO 2-HOLE PAD,	Travis Pattern & Foundry, Inc.	18-640-WR
B50	46	EA	CONN, BRZ, 2 HOLE PAD TO #2 AWG CU, TINNED, ANDERSON CAT. NO. SWL022B OR APPROVED EQUAL	Anderson (AEC)	SWL022B
B51	78	EA	ALUMINUM SLIP/RIGID BUS SUPPORT FOR 5 INCH ALUMINUM BUS TO INSULATOR, 3" B.C.,	Sefcor, Inc.	ASTI-67-3
<b>STEEL STRUCTURES</b>					



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A6	2	EA	27KV FOUR BAY FEEDER STRUCTURE/OPERATING BUS SUPPORTS WITH MOUNTING FOR FEEDER PT'S	Steel Fabricator	APPX WT = 22,000 LBS EA
A7	2	EA	27KV 4 BAY FEEDER/INSPECTION BUS SUPPORTS	Steel Fabricator	APPX WT = 22,000 LBS EA
A9	3	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW)	Steel Fabricator	APPX WT = 1,100 LBS EA
A10	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 1,300 LBS EA
A11	6	EA	27KV REACTOR SUPPORT	Steel Fabricator	APPX WT = 1,100 LBS EA
A12	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) FOR BREAKER DISCONNECTS, BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 2,000 LBS EA
A13	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) WITH STATION SERVICE PROVISIONS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,600 LBS EA
A14	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (HIGH) WITH 27KV TERMINATORS, BUS HEIGHT 26' 7"	Steel Fabricator	APPX WT = 1,800 LBS EA
A15	3	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) WITH 27KV TERMINATORS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,550 LBS EA
A16	4	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) FOR BREAKER DISCONNECTS, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 1,800 LBS EA
A17	2	EA	27KV 3 PHASE WIDE FLANGED BUS SUPPORT (LOW) FOR CAP BANK PT'S, BUS HEIGHT 22' 7"	Steel Fabricator	APPX WT = 2,000 LBS EA
SM	1	EA	50' SHIELD MAST FOR CAP BANK LOCATION PER DRAWING CDS-138-STR-009-1 *OTHER STATIC MAST IN YARD PROVIDED BY OTHER PER RFQ <sup>3</sup>	Dis-Tran Steel LLC	APPX WT = 3,775 LBS EA
			<b><u>ADDITIONAL MATERIAL (GROUNDING CONNECTORS, ANIMAL PROTECTION, ANCHOR BOLTS FOR STEEL STRUCTURES)</u></b>		
ADD1	130	EA	GROUND CLAMP FOR SINGLE CONDUCTOR FOR 145.7 KCMIL COPPERWELD CABLE *Tin Plated	Anderson (AEC)	GC141A02TP



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ADD2	1	EA	<p>LOT OF ANIMAL PROTECTION MATERIAL TO INCLUDE:</p> <p>(6) BCAC-G-IC-10.5D/20(B6) - FOR LOW SIDE TRANSFORMER BUSHINGS</p> <p>(42) BCAC-G-IC-8D/18(B6) - FOR LOW SIDE BREAKER BUSHINGS</p> <p>(6) BCAC-G-IC-5D/6(B6) - FOR POLE TOP DISTRIBUTION TRANSFORMER BUSHINGS</p> <p>(6) BCIC-G-13D/13-H0(B3) - FOR LOW SIDE TRANSFORMER ARRESTERS</p> <p>(84) BCAC-G-IC2-5D/14-1.5 - FOR TERMINATIONS AND RECLOSURES</p> <p>(180) BISC-G-24-01(B10) - FOR HOOKSTICK SWITCHES</p> <p>(144) BISG-G-100/600(B3) - FOR VERTICAL BUS SUPPORT INSULATORS (**VERTICAL MOUNTED INSULATORS ONLY**)</p> <p>(1700) MVCC-G-45/1.75X4(B24) - FOR JUMPERS (**1000 KCMIL CU ONLY**)</p> <p>(20) MVCC-G-10/40 - FOR #2 CU CABLE ON SSVT'S ONLY (**FOR SSVT #2 CU CABLE ONLY**)</p> <p>**SOME QUANTITIES LISTED ABOVE ARE BASED ON MANUFACTURE STANDARD ORDER QUANTITIES**</p> <p>**NO ANIMAL PROTECTION PROVIDED FOR HIGH SIDE OF POWER TRANSFORMER OR HIGH SIDE OF SUBSTATION YARD**</p> <p>**ANIMAL PROTECTION TO BE INSTALLED BY FIELD CONTRACTOR/SERVING UTILITY**</p>	Mid State - Raychem	
ADD3	1	LOT	<p>ANCHOR BOLTS FOR STEEL STRUCTURES</p> <p>(4) 2" X 5' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR STATIC POLE)</p> <p>(80) 1½" X 4' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR FEEDER STRUCTURES)</p> <p>(184) 1" X 2' 6' ASTM F1554 GRADE 55 GALVANIZED WITH 2HHN AND 2 FW (FOR ALL OTHER LOW SIDE STRUCTURES)</p> <p>*SETTING TEMPLATES NOT PROVIDED IN QUOTE*</p>	Threaded Fasteners, Inc.	
ADD5	65	EA	<p>GROUND CLAMP FOR TWO CONDUCTORS (145.7 KCMIL COPPERWELD TO 145.7 KCMIL COPPERWELD)</p> <p>*Tin Plated</p>	Anderson (AEC)	GC143A02TP
ADD6	39	EA	<p>HOTLINE CLAMP FOR SURGE ARRESTERS</p> <p>*Tin plated</p>	Anderson (AEC)	S1534AGP
ADD7	1	EA	<p>TERMINAL BOLTS</p>	Threaded Fasteners, Inc.	TERMINAL BOLTS
ADD8	1	EA	<p>EQUIPMENT MOUNTING BOLTS</p>	Threaded Fasteners, Inc.	EQUIPMENT MOUNTING BOLTS
ADD9	3	EA	<p>HOFFMAN JUNCTION BOX</p>	Hoffman	A24H2408ALLP
ADD10	3	EA	<p>HOFFMAN SUB PANEL FOR JUNCTION BOX</p>	Hoffman	A24P24AL