



AGENDA  
CITY OF LAKE WORTH  
ELECTRIC UTILITY ADVISORY BOARD MEETING  
CITY HALL CONFERENCE ROOM  
WEDNESDAY, OCTOBER 05, 2016 6:00 PM

1. ROLL CALL:
2. PLEDGE OF ALLEGIANCE:
3. AGENDA - Additions/Deletions/Reordering:
4. PRESENTATIONS: (there is no public comment on Presentation items)
5. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:
6. APPROVAL OF MINUTES:
  - A. EUAB 8.24.16 Minutes
7. UNFINISHED BUSINESS:
  - A. RFP to solicit proposals for digital radios upgrade
8. NEW BUSINESS:
  - A. Professional Services Agreement with Golder & Associates
  - B. Professional Services Agreement with Spectrum Systems
9. BOARD COMMENTS:
10. BOARD LIASON REPORTS AND COMMENTS:
11. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such

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purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.**

**MINUTES  
CITY OF LAKE WORTH  
ELECTRIC UTILITY ADVISORY BOARD  
MEETING  
August 24, 2016 – 6:00 PM**

The meeting was called to order by Lisa Maxwell on the above date at 6:07 PM in the City Hall Conference Room, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were members: Lisa Maxwell, Ibrahim Chalhoub, Caroline Clore, Peggy Fisher, Noah Tennyson, and Roger St. Martin.

Stephanie Mayo was absent for the roll call.

Diego Perez, Electric Utility SCADA Technician, was present.

Rosalind Breland, Electric Utility Budget Analyst, was present.

John Borsch, the Electric Utility Director and Board Liaison, was also present.

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Roger St. Martin.

**3. AGENDA – Additions/Deletions/Reordering:**

There were no additions, deletions or reordering on the agenda.

**4. PRESENTATIONS:**

City of Lake Worth Electric Utility Department Accomplishments 2016.

Board Liaison led the presentation on the electric utility department achievements in Fiscal Year 2015-2016. Mr. Borsch cited some of the major accomplishments in the department and reported electric utility began the five (5) year budget for both capital and major projects. Staff also reported the Business Plan is in development and will be completed by September 2017. The department has tracked and reviewed major project expenditures for comparison against budgets, for example the 26 kV, City Wi-Fi, Conservation Program Rehab, Prepaid Program, Call Center, Purchase 4 T&D 55' Trucks.

Rosalind Breland stated the department was successful in allocating funds to compensate for major expenses without having to increase the FY15-16

budget and that Utility Administration FY16-17 budget will drastically increase as a result of funding the Call Center, and Wi-Fi projects.

Board Liaison stated we are about \$1.5M under the projected amount.

Lengthy discussion ensued.

**5. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS:**

There was no public participation of non-agendaed items.

**6. APPROVAL OF MINUTES:**

A. EUAB Minutes 08.03.16

Action: The motion was made by Caroline Clore to approve the minutes and seconded by Ibrahim Chalhoub.

Vote: Unanimous

**7. UNFINISHED BUSINESS:**

A. Purchase of digital radios with Radio One

Diego Perez, the SCADA Programmer for Electric Utility, spoke about the Radio Project and provided information and history on how Radio One which is Motorola's Systems Integrators was chosen as the service provider.

Mr. Perez stated Electric Utility inherited the radio project and was tasked with determining the existing technology and how the entire City could upgrade to the new digital platform.

Mr. Perez stated that the decision to use Motorola for the City-wide upgrade was due to the success of the pilot program done for the Power Plant in 2014 and to streamline with City departments that were currently using the Motorola products.

Lisa Maxwell inquired on radio system used by Palm Beach County Sheriffs.

Mr. Perez answered Palm Beach County Sheriff Office uses Motorola Smart Net and works directly with Public Services and anything outside of this has to use system integrators.

Caroline Clore and Lisa Maxwell asked Mr. Perez from the list of system integrators were there any other vendors that could have been contacted here in Florida or South Florida.

Mr. Perez responded no, not in Florida. Radio One has warehouses that can

provide parts and support. If we have a problem with the system a service technician can arrive within two to four hours. The other system integrators are unable to provide this level of support.

Lengthy discussion ensued.

Board asked many Mr. Perez many questions and felt this project still raises many concerns and would like Electric Utility to research the two way radios purchase in more depth.

EUAB requested Radio One and other City departments to attend a meeting for discussion.

Action: Roger St. Martin recommended all parties in the committee to attend a EUAB meeting for discussion with information being requested by the Board second by Noah Tennyson.

Vote: Unanimous

**8. NEW BUSINESS:**

A. Purchase Agreement with Alan Jay Fleet Sales for the Transmission & Distribution Division of the Electric Utility department.

Board Liaison stated vehicle will be used by the Transmission and Distribution fourth utility line crew recently added in this department. This vehicle will allow the line foreman to transport additional tools and equipment that are vital to daily work and timely restoration. The electric utility is requesting to purchase one (1) new 2016 GMC Sierra 2500HD Extended Cab pickup truck.

Action: Caroline Clore recommended the purchase agreement through the Florida Sheriff's Association Cooperative purchase agreement in an amount not to exceed \$39,796.25 second by Peggy Fisher.

Vote: Unanimous

**9. BOARD COMMENTS:**

Caroline Clore inquired on process for customers requesting to have or not have a light pole.

Board Liaison stated that when the project began an overhead snapshot was utilized to identify dark areas. Commissioner Amoroso and engineers assigned to this project travelled around the City in the night hours to certify that the identified dark areas needed light poles. The team and Commissioner Amoroso made recommendations on where the lights poles were needed.

Peggy Fisher thanked Commissioner Amoroso for taking time to travel around the City to identify the dark areas.

Board recommended the next EUAB meeting to be rescheduled from September 7<sup>th</sup> to October 5<sup>th</sup>.

EUAB inquired on the joint Commission meeting for September 26<sup>th</sup> to discuss the 26Kv conversion.

Staff responded the Commission will be addressing the budget in the month of September and was not available during this time.

**10. BOARD LIAISON REPORTS AND COMMENTS:**

- A. Board Liaison reported some customer are meddling with meters to avoid the AMI meter upgrade. Electric Utility has contacted these customers for a meeting to discuss their concerns but has not been successful. And, so a letter will be sent to address the AMI meter upgrade.
- B. Staff conducting a cyber audit in Fiscal Year 2017 to gather information on areas of vulnerability.
- C. Board Liaison mentioned Commission wants to discuss the Excleron Prepaid further in a workshop.

**11. ADJOURNMENT:**

The meeting was adjourned at 7:37pm.

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Lisa Maxwell, Chairperson

ATTEST:

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Sugey Moreno, Executive Secretary

Minutes Approved: October 05<sup>th</sup>, 2016

A digital audio recording of this meeting will be available in the Office of the City Clerk.



**AGENDA DATE:** October 5, 2016

**DEPARTMENT:**

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**EXECUTIVE BRIEF**

**TITLE:**

RFP to solicit proposals for digital radios upgrade

**SUMMARY:**

The RFP will solicit proposals from qualified vendors for the supply and deployment of a digital radio system which will cover the City's service territory.

**BACKGROUND AND JUSTIFICATION:**

Public Services, Water and Electric Utility Departments are currently using an outdated analog radio communication system that has been in service for approximately 10 years and is at the end of its useful remaining life. The proposed two way radio system will include the MOTOROLA Linked Capacity Plus digital system, which provides a reliable and efficient radio; GPS network functionality and two way radio communication system for the City. The proposed upgrade will accommodate communications between all departments, services, and security providing a robust platform during emergency operations.

Equipment for the Radio Upgrade should include:

- § FCC Licenses for 6 Radio Channels
- § 2 Additional Digital Repeaters
- § 71 GPS/Wi-Fi Vehicle Mounted Mobile Radios
- § 85 GPS/Wi-Fi Hand-Held Portable Radios
- § 5 Desktop Dispatch Radios
  - 2 Systems Operations
  - 2 Water Department
  - 1 Electrical Department Meter Shop
- § Radio Recording System Server
- § GPS System Server

New radio features should include:

- § Global Positioning System
  - Real-time location reports from vehicles are displayed on a web mapping application. Dispatchers can "ping" individual portable or mobile radios for an immediate position update.
- § Radio To Radio Recording

Radio recording solution that allows network administrators to record, log and playback any radio talkgroup calls on radio network.

§ Voice Quality

Background noise cancelling technology and automatic error correction will maintain the clarity of the voice.

§ Increased Coverage

Digital radios have built-in error correction to eliminate static and make sure greater range voice calls are clear.

§ Increased Capacity

Existing analog repeaters are limited to one simultaneous conversation. The Motorola solution will allow six simultaneous conversations.

§ Battery Life

Digital technology is much more energy-efficient than analog reducing battery drain and improving talk time. Battery life has been lasting up to 40% longer when using a digital radio versus analog.

§ Encryption

Basic Privacy is a simple feature that helps keep third party monitoring of your voice and data calls. This helps keep voice transmissions confidential without impacting system performance.

**MOTION:**

I recommend/not recommend the RFP proposal to upgrade to digital radios

**ATTACHMENT(S):**

Fiscal Impact Analysis (Not Applicable)

Radio Upgrade Project Scope

# **RADIO UPGRADE PROJECT SCOPE**

## **Introduction**

The City of Lake Worth is requesting proposals from qualified individuals or firms for the supply and deployment of a MOTOROLA MOTOTRBO digital radio system which will cover all of City of Lake Worth Service territory. The project includes, at a minimum: seventy eight (78) MOTOROLA XPR 7550e digital portable radios, seven (7) MOTOROLA SL 7550e digital portable radios, seventy one (71) MOTOROLA XPR 5550e digital mobile radios, five (5) MOTOROLA XPR 5550e desktop radios, MOTOROLA Impress Battery Technology, GPS tracking system on a dedicated data revert channel, and a Radio 2 Radio Recording System for dispatchers compatible with MOTOROLA MOTOTRBO solutions.

## **Background**

This project is being pursued to allow The City of Lake Worth to have integrated communications with all of its service branches across all of its service area, thereby enhancing communications, and simplifying operating requirements. This system will allow clear communications across the entire City of Lake Worth service area, allowing City of Lake Worth to provide safer, more efficient customer service.

## **Scope of Work**

The successful proposer shall be responsible for providing, installing and ensuring the proper operation of the radio equipment. Successful proposers must be a factory authorized dealer or distributor of the product bid and is qualified and equipped to offer in-house service, maintenance and technical training assistance, including availability of spare parts and replacement units as set by the manufacturer guidelines for the proposed equipment. The successful proposer will design and submit the radio system to comply with the current regulations as well as the requests contained in this RFP from the City of Lake Worth.

## **Special Provisions**

Proposer is responsible for the procurement of all necessary band-width and will ensure that there will be sufficient data coverage for all City of Lake Worth radios. The City currently has a registered UHF FCC license, UHF Antenna, and two (2) SL 5700 Motorola Digital repeaters that are to be integrated into the system solution by the successful proposer. Propose only new, unused equipment. No obsolete or soon-to-be-phased out equipment may be included in the proposal. The City will not accept refurbished equipment or equipment deemed to be a factory second or blemished. The City of Lake Worth reserves the right to reject any equipment with visible damage.

Proposals shall consist of one manufacturer of equipment to complete the entire two-way radio system. The City will not accept the mixing of multiple brands of equipment to complete the system. Exceptions may be accepted on non-radio equipment upon approval of The City of Lake

# RADIO UPGRADE PROJECT SCOPE

Worth staff. Installation of equipment will be at a location and time to be determined by City of Lake Worth staff.

Proposals shall be based at a minimum 6 talk-groups consisting of the following channels in each:

1. Water Department - 2 Dispatchers
2. Electric Department - 2 Dispatchers
3. Meter Shop Department - 1 Dispatcher
4. Public Services Department
5. Engineering Department
6. Maintenance

The talk-around channel should be accessible to all radios on the trunk.

## Radio Inventory

RADIO INVENTORY								
ID	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WH) (MPRES)	PORTABLE MULTI CHARGER STATION (6 WH) (MPRES)	TALKGROUP NAME	TALKGROUP #
1	T&D ELECTRIC	35	35	0	3	3	1 LWJ - ELECTRIC	1
2	SYSOPS	0	0	2	0	0	0 LWJ - ELECTRIC	2
3	ENGINEERING	7	0	0	0	0	0 LWJ - ELECTRIC	3
4	METERSHOP	11	11	3	0	0	0 LWJ - METERSHOP	4
5	CITYWALL	1	0	0	0	0	0 LWJ - ELECTRIC	5
	<b>TOTAL</b>	<b>54</b>	<b>56</b>	<b>5</b>	<b>3</b>	<b>3</b>		

ID	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WH) (MPRES)	PORTABLE MULTI CHARGER STATION (6 WH) (MPRES)	TALKGROUP NAME	TALKGROUP #
1	WATER TREATMENT PLANT	33	0	0	7	0	1 LWJ - WATER	1
2	WATER DISTRIBUTION	20	20	0	0	0	1 LWJ - WATER	1
	<b>TOTAL</b>	<b>53</b>	<b>20</b>	<b>0</b>	<b>7</b>	<b>0</b>		

ID	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WH) (MPRES)	PORTABLE MULTI CHARGER STATION (6 WH) (MPRES)	TALKGROUP NAME	TALKGROUP #
1	PUBLIC SERVICES	15	15	0	0	0	0 PUBLIC SERVICES	4
	<b>TOTAL</b>	<b>15</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>		

## GPS Capabilities and Fleet Monitoring

Proposals should include a GPS tracking system that allows users to track and manage fleets in real-time via a web browser on a desktop, tablet or mobile phone. Manage mobile assets, increase personnel safety, audit vehicle routes and create comprehensive reports to optimize efficiency. The application should be easy to operate and can be applied to a wide range of applications for both mobile and portable radio fleets.

## System Monitoring

A system-monitoring terminal or web application that will provide total radio system monitoring and diagnostics. The System Monitoring package shall include all necessary equipment, software, cables and wiring for installation and proper operation by City of Lake Worth employees and meet or exceed the following specifications:

- User-friendly operation
- Complete monitoring of the City of Lake Worth radio system
- Data logging with the ability to print or store activity
- Identify users and activity
- Complete system diagnostics

# **RADIO UPGRADE PROJECT SCOPE**

## **Warranty**

The successful bidder shall provide warranty on all Motorola equipment under this Contract for a period of three (3) years. The warranty shall guarantee the equipment to be free of defects in materials and workmanship under normal usage and conditions for this period. The warranty shall begin upon City of Lake Worth's final acceptance of all work. In the event of shipment of equipment, the successful bidder shall pay shipping costs to return or replace the equipment to the City of Lake Worth. The warranty shall also cover any costs incurred to reprogram and reinstall the equipment. Bidders are expected to include with their bid all warranty information pertaining to the equipment proposed in the Bid.

## **Testing**

The successful bidder shall perform comprehensive and thorough testing of the two-way radio system once work is complete. Final approval from the City of Lake Worth is contingent, but not limited to, the system passing all phases of testing.

## **Training**

The successful bidder shall provide comprehensive and thorough training to City of Lake Worth staff to adequately operate and maintain the two-way radio system. This training shall include, but not be limited to, proper operation, user programming, and troubleshooting of radios and related equipment.

## **Maintenance**

The successful proposer shall provide a comprehensive maintenance service plan to include testing, replacement, and repair as necessary of all equipment installed for the entire radio system. Include the cost for the first three (3) years of the City of Lake Worth two-Way Radio, along with the cost for an additional two (2) one-year options.

## **Compliance**

Only propose equipment that will properly operate according to all FCC and Federal, State, and local regulations.

## **Certifications**

The successful bidder shall provide proof of being a reseller in good standing with Motorola who has met the criteria within Motorola's PartnerEmpower Program to be designated as a Platinum Channel Partner and Professional and Commercial Radio Elite Specialist in the State of Florida. The successful bidder shall have a Motorola Certified Service Center in the State of Florida and be a Motorola authorized service partner employing certified, insured technicians authorized to provide onsite Motorola in-warranty repair services.

## **Radio / Repeater Specifications**

# RADIO UPGRADE PROJECT SCOPE

Model Number	Description
AAR10QCGANQ1AN	Motorola SLR 5700 UHF Repeater 1-50W 2 Year Warranty
HKLN4427	Single Site CapacityPlus Trunking System Upgrade
HKVN4048**	Enhanced Scheduled GPS License
HKVN4177*	Restricted Access to System Security
HKVN4205*	Data Network Application Interface (IP Wireline Data Gateway)
HKVN4055**	Enhanced Scheduled GPS License
HKVN4178*	Restricted Access to System Security
PMLE4548	Rack Mount Duplexer/Filter Enclosure Kit (includes mounting screws)
DSCP10725UNTUNED	UHF Duplexer - Untuned 408-500 MHz
HFE8459	UHF Preselector, 440-474 MHz
DSJ8782	HP Procure 2530-24 Ethernet Switch or Equivalent

Model Number	Description
AAH56RDN9RA1_N	MOTOROLA XPR™ 7560e Display with Color Display, GPS, Bluetooth, Expansion Card - ENABLED Models
STDBAT0871	Standard Battery - IMPRES Li Ion IP68 3000mAh, Submersible
STDCHG0871	Standard Charger - IMPRES Single Unit Charger
QA02302	UHF Stubby Antenna 440-480 MHz (PMAE4070)
STDRSA0871	Standard 2-Year Warranty + 1-Year Service from the Start LITE (3 years of coverage)
HKVN4413	MOTOTRBO License Capacity Plus (Single Site)
HKVN4381	MOTOTRBO LicenseWi-Fi
HKVN4249	MOTOTRBO Bluetooth Voice, Programming, Data and Discoverable Mode
HKVN4373	Single Input Noise Cancellation Upgrade (SINC+)
HKVN4179	Built In Man Down
HKVN4281	Text to Speech for Channels, Zones, Programmable Buttons, Text Messages, and Job Tickets

Model Number	Description
AAH81TCN6TA2AN	MOTOROLA SL 7550e UHF 450-512M 3W ENG FKP WIFI GOB - Enabled
STDBAT0682	Standard Battery - BT100x 2300T mAh Li-Ion Battery (PMNN4488) and Cover
STDCHG0682	Standard Charger - Micro USB Charger, Non-Vehicular (PMPN4009)
QA02813	ADD: SL Series Tri-Unit Charger (PMLN8701)
STDBLT0682	Standard Carry Holder - Carry Holder (PMLN5956)
STDWAR0682	Standard 2-Year Warranty + 1-Year Service from the Start LITE (3 years of coverage)
HKVN4281	Text to Speech for Channels, Zones, Programmable Buttons, Text Messages, and Job Tickets
HKVN4373	MOTOTRBO License Enhanced Noise Cancellation (SINC+)
PMLN7040	Soft Leather Carry Case with 1.5" Swivel Belt Clip
PMNN4468	ADD: Spare B100x 2300T Li-Ion Battery

Model Number	Description
AAM28TRN9KA1_N	MOTOROLA XPR™ 8550e UHF Digital "ENABLED" Mobile 1-40W 450-512 MHz
STDMIC0511	Standard Compact Microphone for VHF & UHF
STDBKT0511	Standard Mounting Bracket for VHF & UHF
STDCBL0511	Standard Power Cable for VHF & UHF
STDRSA0511	Standard 2 Year Warranty + 1 Year Service from the Start -LITE (3 yrs coverage)
HKVN4413	MOTOTRBO License Capacity Plus (Single Site)
HKVN4381	MOTOTRBO LicenseWi-Fi
HKVN4249	MOTOTRBO Permanent Discoverable & Data Transfer Services via Bluetooth
HKVN4281	Text to Speech for Channels, Zones, Programmable Buttons, Text Messages, and Job Tickets
PMAE4033	Combination GPS/UHF, 3.5dB Gain Through-hole Mount Mount Antenna (450-470MHz)
HPN4007	Control Station Power Supply and Cable (1-80 Watt Models)
GLN7318	Control Station Desktop Tray without Speaker
RMN5050	Control Station Desktop Microphone

Model Number	Description
WPLN4219	IMPRES Multi Unit Portable Charger with Displays

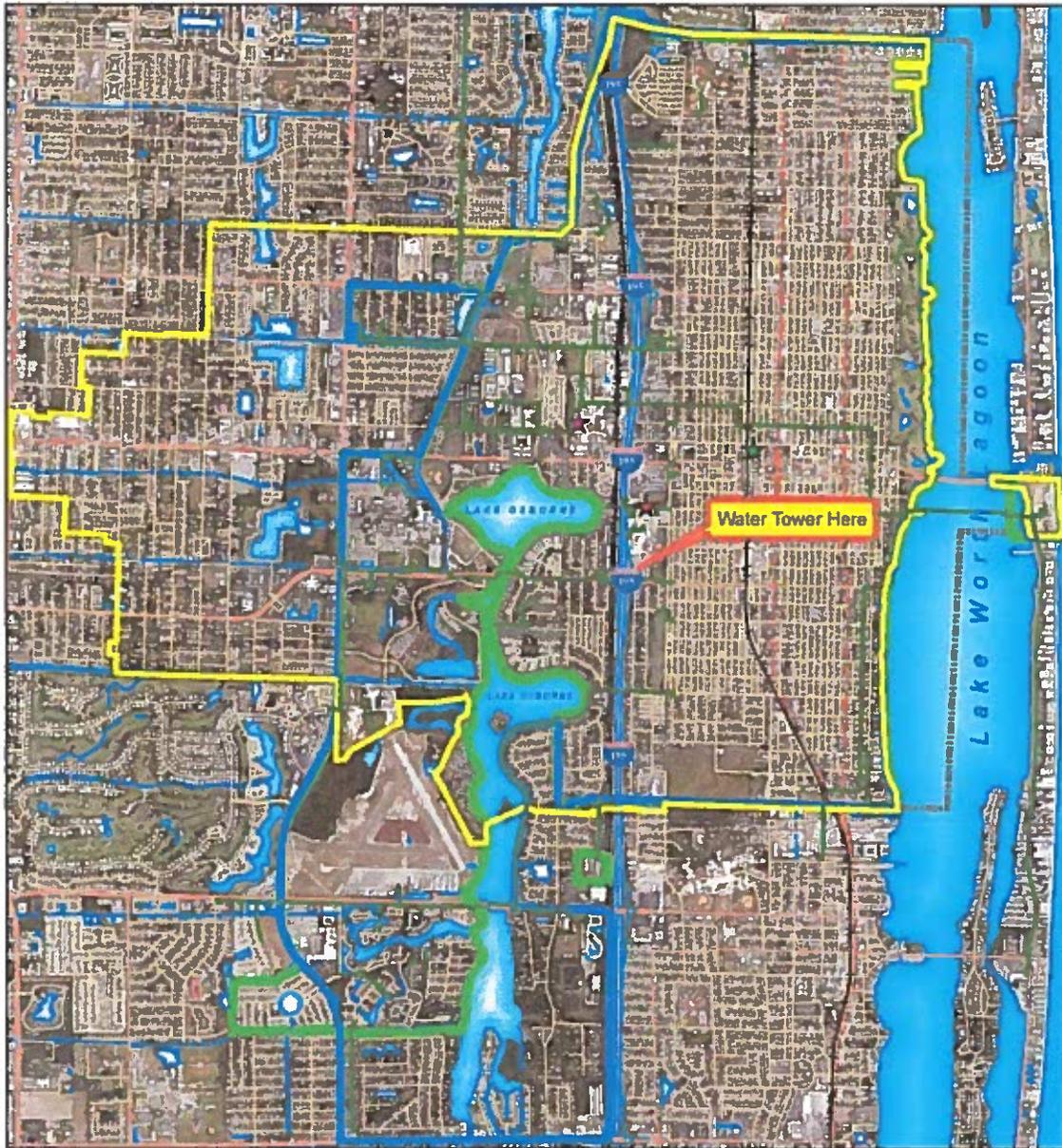
## Lake Worth Service Area

# RADIO UPGRADE PROJECT SCOPE



City of Lake Worth  
*The Art of Florida Living*

## City Utilities Service Area



### Map Legend

- |                            |                       |                      |
|----------------------------|-----------------------|----------------------|
| ★ Electric Administration  | Sanitary Service Area | Potable Service Area |
| ★ Information Technologies | Water Tower           | Sewer Force Mains    |
| ★ System Operations        | Electric Service Area | Municipal Boundary   |

# RADIO UPGRADE PROJECT SCOPE

## UHF Antenna Specifications

### COL45 Series

#### UHF Meander™ Collinear

380-520 MHz



This range of Meander™ collinear antennas have been specifically designed for UHF applications requiring high performance, strong bandwidth and exceptional PIM specifications.

The patented Meander™ collinear element design allows multiple half wave elements to be stacked without the variations in cable lengths and mechanical joints which have typified the construction techniques in high gain collinear antennas. With each dipole element being printed on a single sided PCB the susceptibility to passive intermodulation is practically eliminated. Placing the elements on a board not only controls PIM but also removes manufacturing variations so that each and every antenna will provide the same pattern, tilt and VSWR characteristics over it's operating bandwidth. Consistency is guaranteed and a cost effective, reliable, high performance, low PIM antenna results.

The radome and mounting tube support this high performance antenna in a truly rugged package. Everything about these Meander™ collinears reflects the new demand for unquestioned performance electrically and physically in the most demanding public safety and industrial applications, where nothing can be left to chance.

The antenna has set frequency bands with the common bands generally available in stock.

- Strong Bandwidth
- Internally DC grounded for lightning protection and reduction of precipitation noise
- Tightly controlled radiation patterns for optimum coverage
- Patented PCB design for optimum RF pattern stability
- Full band coverage
- **Industry leading PIM ratings (-150dBc) providing low IM and low noise characteristics for optimum performance.**



USA Patent: 6,909,403

European Patent: 1411588

Australian Patent: 2003255049

China Patent: ZL200310100548.5

India Patent: 254674



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# RADIO UPGRADE PROJECT SCOPE

## UHF Antenna Specifications (cont.)

### COL45 Series

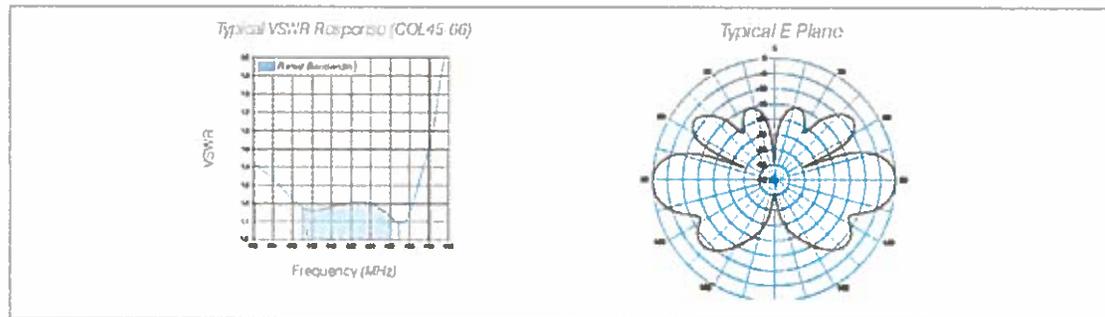
#### UHF Meander™ Collinear

380-520 MHz



Electrical Specifications						
Model Number	COL 45-68	COL45-65	COL45-66	COL45-70	COL45-71	COL45-72
Nominal Gain dBi (dBN)	7 (9.1)					
Frequency MHz	380 - 400	400 - 420	400 - 430	450 - 470	470 - 490	490 - 520
Tuned Bandwidth MHz	20	20	30	20	20	30
VSWR	≤ 1.5 : 1					
Nominal Impedance Ω	50					
Vertical Beamwidth*	12.5					
Horizontal Beamwidth*	Omni +/- 0.5dB					
Input Power Watts	250					
Passive IM 3rd order @20W dBc	150					
Peak Instantaneous Power kW	25					

Mechanical Specifications							
Model Number	COL 45-68	COL45-65	COL45-66	COL45-70	COL45-71	COL45-72	
Construction	Composite fiberglass sky blue radome, aluminum mounting tube						
Length in	132	122	119	111	107	103	
Radome Diameter in	1.5						
Weight lbs	9					8	
Shipping Weight lbs	25					20	
Shipping Dimensions inches	H						3
	W						3
	L	138	123	128	118	114	110
Termination	7/16" DIN fixed female						
Mounting Area in	20" x 2" diam aluminum						
Suggested Clamps (not included)	UC12						
Projected Area ft <sup>2</sup>	no ice	1.6	1.5	1.5	1.4	1.3	1.3
	with ice	2.7	2.5	2.5	2.2	2.1	2.0
Lateral Thrust @ 100mph lbs	40	37	37	34	33	32	
Wind Gust Rating mph	≥ 150						
Torque @ 100mph ft lbs	103	136	130	106	98	89	



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# RADIO UPGRADE PROJECT SCOPE

## Radio Station Authorization

**REFERENCE COPY**

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



**Federal Communications Commission  
Wireless Telecommunications Bureau**

**RADIO STATION AUTHORIZATION**

LICENSEE LAKE WORTH, CITY OF

ATTN: UTILITIES DIRECTOR  
LAKE WORTH, CITY OF  
1900 2ND AVE. NORTH  
LAKE WORTH, FL 33461

Call Sign WQFL571	File Number 0007018541
Radio Service YG - Industrial/Business Pool, Trunked	
Regulatory Status PMRS	
Frequency Coordination Number 20151106103633	

FCC Registration Number (FRN): 0001803972

Grant Date 06-20-2012	Effective Date 11-10-2015	Expiration Date 06-20-2022	Print Date 11-11-2015
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**STATION TECHNICAL SPECIFICATIONS**

**Fixed Location Address or Mobile Area of Operation**

- Loc. 1 Address: 1/4 MILE SOUTH OF 115 SOUTH COLLEGE  
City: LAKE WORTH County: PALM BEACH State: FL  
Lat (NAD83): 26-36-35.2 N Long (NAD83): 080-04-02.9 W ASR No.: Ground Elev: 7.0
- Loc. 2 Area of operation  
Operating within a 40.0 km radius around fixed location 1
- Loc. 3 Area of operation  
Land Mobile Control Station meeting the 6.1 Meter Rule PALM BEACH county, FL

**Antennas**

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
1	1	000153.6950000	FB2	1		11K0F3E 7K60FXW	100.000	200.000	54.0	59.0	06-20-2013
1	1	000461.5750000	FB2	1		11K0F3E 7K60FXW	50.000	50.000	54.0	59.0	11-10-2016
1	1	000461.7000000	FB2	1		11K0F3E 7K60FXW	50.000	50.000	54.0	59.0	11-10-2016

**Conditions:**  
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions. This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by § 706 of the Communications Act of 1934, as amended. See 47 U.S.C. § 606.

# RADIO UPGRADE PROJECT SCOPE

## Radio Station Authorization (cont.)

Licensee Name: LAKE WORTH, CITY OF

Call Sign: WQPL571

File Number: 0007018541

Print Date: 11-11-2015

### Antennas

Loc No.	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp meters	Ant. AAT meters	Construct Deadline Date
2	1	000158.26500000	MO	100		11K0F3E 7K60FXW	50.000	45.000			06-20-2013
2	1	000158.26500000	MO	100		11K0F3E 7K60FXW	5.000	4.000			06-20-2013
2	1	000466.57500000	MO	100		11K0F3E 7K60FXW	50.000	45.000			11-10-2016
2	1	000466.70000000	MO	100		11K0F3E 7K60FXW	50.000	45.000			11-10-2016
3	1	000158.26500000	FXI	2		11K0F3E 7K60FXW	50.000	50.000			
3	1	000466.57500000	FXI	2		11K0F3E 7K60FXW	50.000	50.000			
3	1	000466.70000000	FXI	2		11K0F3E 7K60FXW	50.000	50.000			

### Control Points

#### Control Pt. No. 1

Address: 115 SOUTH COLLEGE

City: LAKE WORTH County: PALM BEACH State: FL Telephone Number: (561)586-1701

### Associated Call Signs

#### Waivers/Conditions:

NONE



**AGENDA DATE:** October 5, 2016

**DEPARTMENT:**

---

**EXECUTIVE BRIEF**

**TITLE:**

Professional Services Agreement with Golder & Associates

**SUMMARY:**

The Professional Services Agreement provides for consulting operations reporting in amount of \$12,150 to Golder & Associates. Golder & Associates will prepare and submit four (4) environmental reports:

- (1) 2016 Greenhouse Gas Reporting Requirements
- (2) 2016 Annual Operating Report
- (3) Prepare 2016 Forms EIA-860 and EIA-923
- (4) Preparation and Submittal of the 2016 SARA Title III TRI Report

**BACKGROUND AND JUSTIFICATION:**

For many years, the City has contracted with Golder & Associates to prepare and submit four (4) environmental reports for the Tom G. Smith Power Plant.

Type	Vendor	Cost	Total
Professional Service Agreement	Golder & Associates	\$12,150	\$12,150
		<b>Total</b>	<b>\$12,150</b>

**MOTION:**

I recommend / do not recommend a Professional Service Agreement with Golder & Associates to prepare and submit four (4) environmental reports for the Tom G. Smith Power Plant in the amount not to exceed \$12,150.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Professional Services Agreement

Proposals:

- (1) 2016 Greenhouse Gas Reporting Requirements
- (2) 2016 Annual Operating Report
- (3) Prepare 2016 Forms EIA-860 and EIA-923
- (4) 2016 TRI Report

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	12,150	0	0	0	
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact:	12,150	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric						
Account Number	Account Description	Project #	FY2017 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-31-70	Environmental Compliance	N/A	\$12,150	\$70,425	\$12,150	\$58,275

C. Department Fiscal Review: John Borsch, Electric Utility Director

**PROFESSIONAL SERVICES AGREEMENT**  
**(Consulting Operations Reporting)**

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Lake Worth**, a Florida municipal corporation (“City”) and **Golder Associates, Inc.**, a foreign corporation authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, the City’s electric utility is in need of certain operations reports to comply with applicable legal reporting requirements; and,

**WHEREAS**, the Consultant is familiar with the City’s electric utility and has assisted with the preparation of the same operations reports in the past for the City; and,

**WHEREAS**, the Consultant submitted proposals for each operations report in response to the City’s request and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

**WHEREAS**, the City desires to accept the Consultant’s proposals; and,

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

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES.** As more specifically set forth in the Consultant’s proposals, which are attached hereto as **Exhibit “A”** and incorporated herein by reference, the Consultant shall provide the City with services for the 2016 Greenhouse Gas Reporting; the 2016 Annual Operating Report; the 2016 EIA 860 and EIA 923 forms; and, the 2016 SARA Title III TRI Report.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City and shall be for the time necessary for the Consultant to provide all services as set forth in its proposals (Exhibit “A”).

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. They City agrees to compensate the Consultant in accordance with the fee schedule set forth in the Consultant's proposals (**Exhibit "A"**); provided that, the total amount to paid the Consultant under this Agreement shall not exceed Twelve Thousand One Hundred Fifty Dollars (\$12,150) for the term. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes nor shall the City indemnify the Consultant.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u><b>Type of Coverage</b></u>	<u><b>Amount of Coverage</b></u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth, FL 33460

and if sent to the CONSULTANT, shall be sent to:

Golder Associates, Inc.  
6026 NW 1<sup>st</sup> Place  
Gainesville, FL 32607

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 32: PUBLIC RECORDS.**

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Michael Bornstein, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

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

**Golder Associates, Inc.**

By: \_\_\_\_\_

Print Name: Denny Susi

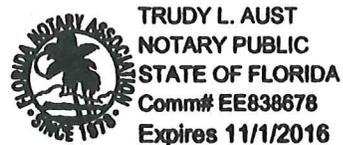
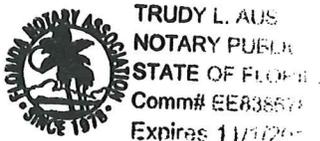
Title: Principal

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of Sept, 2016, by Denny Susi, as \_\_\_\_\_ of Golder Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\_\_\_\_\_  
Trudy L. Aust  
Notary Public



**EXHIBIT "A"**

**(Four Proposals)**

FRUDY L. WRIGHT  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission Expires 11/15/2016



FRUDY L. WRIGHT  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission Expires 11/15/2016





August 19, 2016

P16-62469  
*Via Electronic Delivery*

Ms. Evanna Stephenson  
Administrative Assistant  
City of Lake Worth  
Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 33460

**RE: PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2016 GREENHOUSE GAS REPORTING REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT**

Dear Ms. Stephenson:

Golder Associates Inc. (Golder) is pleased to provide this proposal to City of Lake Worth to provide professional environmental consulting services associated with the greenhouse gas (GHG) reporting requirements for the Tom G. Smith Power Plant in 2016. The 2016 GHG report is due to the U.S. Environmental Protection Agency (EPA) by March 31, 2017.

Golder submitted the GHG report for 2015 using the EPA's electronic greenhouse gas reporting tool (e-GGRT) and has several nominated agents to enter the data for 2016.

In order to complete this task, Golder will need the following:

- Carbon Dioxide Continuous Emissions Monitor (CO<sub>2</sub> CEM) data for 2016 in tons CO<sub>2</sub>
- Monthly fuel burning amounts
- Results of any fuel sampling (heating value)

Based on the fuel burning information provided, Golder will calculate the GHG emissions for 2016. Golder is assuming that the required information will be provided by February 14, 2017 so that a draft of the emissions calculation tables can be sent to the City of Lake Worth for review and comments by February 28, 2017. This should provide the City of Lake Worth sufficient time to review and provide any comments. Golder will finalize the tables within 1 week of receiving comments on the draft GHG emissions calculation. The GHG information will be entered into e-GGRT by the reporting deadline of March 31, 2017.

Golder is proposing a budget of \$2,750 to calculate and submit the GHG Report for 2016. City of Lake Worth will be billed monthly on a time-and-materials basis for actual time and expenses according to Golder's Standard Terms and Conditions and current Professional Fee Schedule (attached). The maximum estimated cost specified above will not be exceeded without prior written authorization. To accept this proposal, please sign and return a copy of the attached Proposal Acceptance Form or provide a purchase order number.

Due to the absence of any field work associated with the scope of work, a health and safety plan will not be prepared.

Y:\Proposals\2016\P16-62469.skm CLWU GHG\Proposal - 2016 CLWU GHG Rpt.docx

Golder Associates Inc.  
6026 NW 1st Place  
Gainesville, FL 32607 USA  
Tel: (352) 336-5600 Fax: (352) 336-6603 www.golder.com

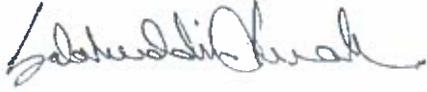
Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

Golder, Golder Associates and the GA globe design are trademarks of Golder Associates Corporation

Golder appreciates this opportunity to be of service to the City of Lake Worth. If you have any questions regarding this proposal, please call or e-mail the undersigned.

Sincerely,

**GOLDER ASSOCIATES INC.**



Salahuddin K. Mohammad, P.E.  
Senior Engineer



Thomas C. Yonge, P.E.  
Associate

Enclosures

SKM/KFK/edk



PROPOSAL NUMBER:     P16-62469    

RE:     PROPOSAL TO PROVIDE ASSISTANCE WITH THE 2016 GREENHOUSE GAS REPORTING REQUIREMENTS FOR THE TOM G. SMITH POWER PLANT    

SUBMITTED this 19th day of August, 2016.

BY:     Salahuddin K. Mohammad, P.E. Thomas C. Yonge, P.E.    , for Golder Associates Inc.

The proposal dated August 19, 2016, attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL3, dated 1/2011), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
 (Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

FOR: Client Name and Address (Print or Type)

**City of Lake Worth  
 Tom G. Smith Power Plant  
 117 College Street  
 Lake Worth, Florida 33460**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes / No, address to:
ATTN: _____	ATTN: _____

BY: \_\_\_\_\_  
 (Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_



**GOLDER ASSOCIATES INC.  
FLORIDA OPERATIONS  
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2016**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<b>Billing Level</b>	<b>Personnel Category</b>	<b>Hourly Rate (US\$)</b>
C7	Practice/Program Leader	\$215
C6	Senior Consultant	\$200
C5	Senior Engineer/Scientist	\$170
C4	Senior Project Engineer/Scientist	\$145
C3	Project Engineer/Scientist	\$120
C2	Staff Engineer/Scientist	\$105
C1	Engineer/Scientist	\$90
D4	Senior Draftsperson II	\$110
D3	Senior Draftsperson I	\$100
D2	Staff Draftsperson	\$90
D1	Draftsperson	\$75
T3	Senior Technician	\$95
T2	Staff Technician	\$85
T1	Technician	\$75
B4	Administrative Manager	\$95
B3	Senior Admin Support	\$85
B2	Staff Admin Support	\$75
B1	Admin Support	\$65

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<b>Service</b>	<b>Rate</b>
CAD/GIS Computers	\$10/hour
Color Photocopies	\$1/page
Color Plotter (D&E size)	\$10/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

## **1. STANDARD OF CARE**

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

## **2. INVOICES AND PAYMENT TERMS**

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## **3. CHANGES**

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## **4. DELAYS AND FORCE MAJEURE**

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## 6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

## 7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

## 8. INSURANCE

- A. GOLDER maintains insurance coverage with the following limits:
- (i) Workers' Compensation in compliance with statutory limits
  - (ii) Automobile Liability  
Combined Single Limit \$1,000,000
  - (iii) Commercial General Liability:  
Each Occurrence \$1,000,000  
General Aggregate \$2,000,000
  - (iv) Professional Liability Insurance  
Any One Claim \$1,000,000  
Policy Aggregate \$3,000,000
- B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

## 10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

## 14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

## 15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

## 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

## 17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

## 18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

## 19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

## 21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

- 
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.



August 19, 2016

P16-62468  
*Via Electronic Delivery*

Ms. Evanna Stephenson  
Administrative Assistant  
City of Lake Worth  
Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 334601

**RE: PROPOSAL TO PREPARE AND SUBMIT 2016 ANNUAL OPERATING REPORT FOR THE  
TOM G. SMITH POWER PLANT**

Dear Ms. Stephenson:

Golder Associates Inc. (Golder) is pleased to submit this proposal to City of Lake Worth to prepare and submit the 2016 Annual Operating Report (AOR) for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). By April 1<sup>st</sup> of each year, the AOR must be electronically submitted to the Florida Department of Environmental Protection (FDEP) [Rule 62-210.370(3), Florida Administrative Code (F.A.C.)]. The 2016 AOR is due by April 1, 2017.

The purpose of the AOR is to quantify actual air emissions for 2016. There is no fee associated with this submittal. Golder will complete the AOR in the format required for agency submittal. An electronic copy of the draft AOR will be sent to the City of Lake Worth for review. After the City of Lake Worth review, Golder will submit the forms electronically to FDEP using the Electronic Annual Operating Report (EAOR) software. The City will need to forward the authorized representative signature pages to FDEP.

Golder will need 2016 operating information for the Tom G. Smith Power Plant such as continuous emission monitoring (CEM) data for Unit 3 (NO<sub>x</sub>) and latest stack test results for the combined-cycle unit (NO<sub>x</sub>). The annual emissions fees for 2016 from major sources of air pollution (Title V sources) are based on the actual amount of regulated air pollutants emitted. The Title V Annual Emissions Fees will be automatically calculated by the EAOR software based upon the 2016 actual emissions reported for each pollutant specifically regulated at the Title V facility. Upon completing the EAOR entries, Golder will print an invoice showing which of the reported emissions are subject to the fee and the total Title V Annual Emissions Fee that is due. This proposal does not include the fee and the City of Lake Worth will need to send the emissions fee to FDEP separately.

Due to the absence of any field work associated with the scope of work, a health and safety plan will not be prepared for this project.

The maximum cost for preparation of these forms is \$2,750. The maximum cost will not be exceeded without prior authorization. Costs will be billed monthly on a time-and-materials basis according to Golder's Standard Terms and Conditions and current Professional Fee Schedule (attached).

Golder will start preparation of the AOR immediately after the required information is received following acceptance of the proposal. Golder is proposing to complete the draft of the AOR by March 1<sup>st</sup>, 2017 and expects that the required information will be provided by February 1<sup>st</sup>, 2017. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy to our office. Also, please provide a purchase order as soon as possible.

Y:\Proposals\2016\P16-62468 skm CLWJ 2016 AOR\Proposal - CLWJ 2016 AOR.docx

Golder Associates Inc.  
6026 NW 1st Place  
Gainesville, FL 32607 USA  
Tel: (352) 336-5600 Fax: (352) 336-6603 [www.golder.com](http://www.golder.com)

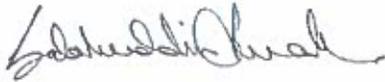
Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

Golder, Golder Associates and the GA globe design are trademarks of Golder Associates Corporation

Golder appreciates this opportunity to be of service to the City of Lake Worth. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

**GOLDER ASSOCIATES INC.**



Salahuddin K. Mohammad, P.E.  
Senior Engineer



Thomas C. Yonge, P.E.  
Associate

Enclosures

SKM/TCY/edk



GOLDER ASSOCIATES INC.  
PROPOSAL ACCEPTANCE FORM  
(Terms and Conditions)

PROPOSAL NUMBER:  P16-62468

RE:  PROPOSAL TO PREPARE AND SUBMIT 2016 ANNUAL OPERATING REPORT FOR THE TOM G. SMITH POWER PLANT

SUBMITTED this  19th  day of  August ,  2016 .

BY:  Salahuddin K. Mohammad, P.E. Thomas C. Yonge, P.E. , for Golder Associates Inc.

The proposal dated  August 19, 2016 , attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL3, dated 1/2011), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_,  2016 .

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

FOR: Client Name and Address (Print or Type)

**City of Lake Worth  
Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 33460**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<b>Please address invoices to:</b>	<b>Please address deliverables and notices to: Same as invoices: Yes / No, address to:</b>
ATTN:	ATTN:

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_



**GOLDER ASSOCIATES INC.  
FLORIDA OPERATIONS  
PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2016**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<b>Billing Level</b>	<b>Personnel Category</b>	<b>Hourly Rate (US\$)</b>
C7	Practice/Program Leader	\$215
C6	Senior Consultant	\$200
C5	Senior Engineer/Scientist	\$170
C4	Senior Project Engineer/Scientist	\$145
C3	Project Engineer/Scientist	\$120
C2	Staff Engineer/Scientist	\$105
C1	Engineer/Scientist	\$90
D4	Senior Draftsperson II	\$110
D3	Senior Draftsperson I	\$100
D2	Staff Draftsperson	\$90
D1	Draftsperson	\$75
T3	Senior Technician	\$95
T2	Staff Technician	\$85
T1	Technician	\$75
B4	Administrative Manager	\$95
B3	Senior Admin Support	\$85
B2	Staff Admin Support	\$75
B1	Admin Support	\$65

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<b>Service</b>	<b>Rate</b>
CAD/GIS Computers	\$10/hour
Color Photocopies	\$1/page
Color Plotter (D&E size)	\$10/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

## 1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

## 2. INVOICES AND PAYMENT TERMS

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## 3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## 4. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## 6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

## 7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

## 8. INSURANCE

A. GOLDER maintains insurance coverage with the following limits:

- (i) Workers' Compensation in compliance with statutory limits
- (ii) Automobile Liability  
Combined Single Limit \$1,000,000
- (iii) Commercial General Liability:  
Each Occurrence \$1,000,000  
General Aggregate \$2,000,000
- (iv) Professional Liability Insurance  
Any One Claim \$1,000,000  
Policy Aggregate \$3,000,000

B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

## 10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

## 14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

## 15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

## 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

## 17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

## 18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

## 19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

## 21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

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- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
  - I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.



August 19, 2016

P16-62470  
*Via Electronic Delivery*

Ms. Evanna Stephenson  
Administrative Assistant  
City of Lake Worth  
Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 33460

**RE: PROPOSAL TO PREPARE 2016 FORMS EIA-860 AND EIA-923 FOR THE TOM G. SMITH POWER PLANT**

Dear Ms. Stephenson:

Golder Associates Inc. (Golder) is pleased to submit this proposal to the City of Lake Worth to prepare and submit the 2016 Forms EIA-860 and EIA-923 for the Tom G. Smith Power Plant and Lake Worth Water Treatment Plant (combined Facility ID No. 0990045). The forms are required to be submitted to the U.S. Energy Information Administration (EIA) annually. The due date for Form EIA-860 is February 28, or 60 calendar days after the form opens for data entry and that for Form EIA-923 is approximately 45 calendar days after the form opens for data entry. The exact due days for the forms are not known until early 2016.

Golder will review copies of the previous submission of Form EIA-860 and Form EIA-923 for the Tom G. Smith power plant. In addition, Golder will request the needed information on the amount of fuel burned monthly and electricity generated in 2016 from the City. Please note that both gross and net electricity generation data are needed. Golder will provide draft of the EIA forms to the City of Lake Worth for review and comments. Golder will then incorporate CLWU's comments into revised forms. After addressing any comments, the finalized forms will be submitted through the EIA submission website. Golder will be responsible for answering questions raised by the U.S. Energy information Administration after the submission of the forms.

Due to the absence of any field work associated with the scope of work, a health and safety plan will not be prepared for this project.

Golder is proposing a budget of \$2,750 for the proposed work. The maximum cost will not be exceeded without prior authorization. Costs will be billed monthly on a time-and-materials basis according to Golder's Standard Terms and Conditions and current Professional Fee Schedule (attached).

Golder is prepared to begin work immediately after receiving the required information following acceptance of the proposal. To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy electronically. Also, please provide a purchase order as soon as possible.

Golder appreciates this opportunity to be of service to the City of Lake Worth. If you have any questions regarding this proposal, please call us at (352) 336-5600.

Sincerely,

**GOLDER ASSOCIATES INC.**

Salahuddin K. Mohammad, P.E.  
Senior Engineer

Thomas Yonge, P.E.  
Associate

Enclosures  
SKM/KFK/edk

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**Golder Associates Inc.**  
6026 NW 1st Place  
Gainesville, FL 32607 USA  
Tel: (352) 336-5600 Fax: (352) 336-6603 www.golder.com

Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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PROPOSAL NUMBER:         P16-62470        

RE:         PROPOSAL TO PREPARE 2016 FORMS EIA-860 AND EIA-923 FOR THE TOM G.  
SMITH POWER PLANT        

SUBMITTED this 19th day of August, 2016.

BY:         Salahuddin K. Mohammad, P.E.  
Thomas C. Yonge, P.E.        , for Golder Associates Inc.

The proposal dated August 19, 2016, attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL3, dated 1/2011), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_

FOR: Client Name and Address (Print or Type)

**City of Lake Worth  
Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 33460**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<b>Please address invoices to:</b>	<b>Please address deliverables and notices to: Same as invoices: Yes / No, address to:</b>
<b>ATTN:</b>	<b>ATTN:</b>

BY: \_\_\_\_\_  
(Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type) \_\_\_\_\_

TITLE: (Print or Type) \_\_\_\_\_



**GOLDER ASSOCIATES INC.**  
**FLORIDA OPERATIONS**  
**PROFESSIONAL RATE SCHEDULE FOR CALENDAR YEAR 2016**

Invoices from Golder Associates Inc. include all labor charges, other direct costs, and costs associated with in-house services. Charges include only those services directly attributable to the execution of the work. Time spent when traveling in the interest of the work will be charged in accordance with the hourly rates. Rates for Professional services related to expert testimony, including time spent in depositions and the preparation and presentations of testimony, are available upon request.

Labor charges are based upon standard hourly billing rates for each category of staff. The billing rates include costs for salary, payroll taxes, insurance associated with employment, benefits (including holiday, sick leave, and vacation), administrative overheads, and profit. Rates by labor category are as follows:

<i>Billing Level</i>	<i>Personnel Category</i>	<i>Hourly Rate (US\$)</i>
C7	Practice/Program Leader	\$215
C6	Senior Consultant	\$200
C5	Senior Engineer/Scientist	\$170
C4	Senior Project Engineer/Scientist	\$145
C3	Project Engineer/Scientist	\$120
C2	Staff Engineer/Scientist	\$105
C1	Engineer/Scientist	\$90
D4	Senior Draftsperson II	\$110
D3	Senior Draftsperson I	\$100
D2	Staff Draftsperson	\$90
D1	Draftsperson	\$75
T3	Senior Technician	\$95
T2	Staff Technician	\$85
T1	Technician	\$75
B4	Administrative Manager	\$95
B3	Senior Admin Support	\$85
B2	Staff Admin Support	\$75
B1	Admin Support	\$65

Other direct costs, including materials, travel, subsistence, and subcontractor costs, will be invoiced at cost plus a minimum general and administrative fee of 15%.

An Office Service Fee for direct project non-labor office costs including mail, telephone, fax transmissions, personal computers as well as reasonable and customary in-house photocopying will be billed at a minimum of 7% of the total labor fees. This Office Service Fee does not include CAD/GIS computers, color photocopies, outsourced photocopies/reproductions or drawing reproduction. These services will be billed at the following rates:

<b>Service</b>	<b>Rate</b>
CAD/GIS Computers	\$10/hour
Color Photocopies	\$1/page
Color Plotter (D&E size)	\$10/plot

Rates for laboratory services and use of equipment owned by Golder Associates Inc. will be provided upon request.

## 1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

## 2. INVOICES AND PAYMENT TERMS

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## 3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## 4. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## 6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

## 7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

## 8. INSURANCE

- A. GOLDER maintains insurance coverage with the following limits:
- (i) Workers' Compensation in compliance with statutory limits
  - (ii) Automobile Liability  
Combined Single Limit \$1,000,000
  - (iii) Commercial General Liability:  
Each Occurrence \$1,000,000  
General Aggregate \$2,000,000
  - (iv) Professional Liability Insurance  
Any One Claim \$1,000,000  
Policy Aggregate \$3,000,000
- B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

## 10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

## 14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

## 15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

## 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

## 17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

## 18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

## 19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

## 21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
  
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.





August 22, 2016

P1545706  
*Via Electronic Delivery*

Ms. Evanna Stephenson  
Administrative Assistant  
City of Lake Worth-Tom G. Smith Power Plant  
117 College Street  
Lake Worth, Florida 33461

**RE: PREPARATION AND SUBMITTAL OF THE 2016 SARA TITLE III TRI REPORT  
TOM G. SMITH POWER PLANT  
CITY OF LAKE WORTH UTILITIES  
LAKE WORTH, FLORIDA**

Dear Ms. Stephenson:

Golder Associates Inc. (Golder) is pleased to provide the City of Lake Worth (Lake Worth) with this proposal for Superfund Amendments and Reauthorization Act (SARA) Title III, Section 313 Toxic Release Inventory (TRI) reporting services for Reporting Year (RY) 2016. As discussed further below, Golder will evaluate activity levels, estimate releases, record these releases, as appropriate, using Environmental Protection Agency (EPA) Toxics Release Inventory – Made Easy Web (TRI-MEweb) and prepare documentation for the Tom G. Smith Power Plant/Water Treatment Plant facility (the Lake Worth facility).

#### **PROPOSED SCOPE OF WORK**

Golder proposes to perform the following scope of work.

##### **Estimate Releases of Section 313 TRI Chemicals**

Golder has identified Section 313 chemicals that are usually manufactured, processed, or otherwise used, as defined in Section 313, at the Lake Worth facility through past TRI reporting efforts. To collect the required information for RY 2016, Golder will provide a data request list to facility personnel, which they should complete and return to Golder. A site visit is not included in the scope of work.

Following receipt of the requested information, Golder will estimate the amounts of Section 313 chemicals associated with the three defined activities and will compare these amounts to the applicable thresholds. For each chemical that is found to exceed an activity threshold, Golder will estimate the amount released to all media, including air emissions, wastewater discharges, landfill disposal, and off-site recycling. The calculations will be performed following EPA guidance or other approved methods, including the use of site-specific analysis for fuels or monitoring data collected by Lake Worth as per other permit requirements.

##### **TRI Report Submittal**

Golder will prepare the required TRI Form R or Form A reports using the EPA's TRI-MEweb on-line program, as applicable. A draft of these submissions will be given to Lake Worth for review, and changes will be made per Lake Worth's comments, as appropriate. Golder will electronically file the final data with the EPA and prepare the final submission package for Lake Worth to submit to the State Emergency Response Commission (SERC) prior to the submittal deadline of July 1, 2017.



Golder Associates Inc.  
5B Oak Branch Drive  
Greensboro, NC 27407 USA  
Tel: (336) 852-4903 Fax: (336) 852-4904 [www.golder.com](http://www.golder.com)



Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

Golder will prepare a draft documentation report describing the steps taken to estimate Section 313 TRI chemical releases and including spreadsheet documentation of the threshold determinations and release estimations for the facility. This report will be submitted, along with the draft TRI submittal forms, if applicable, for review by Lake Worth. Golder will incorporate Lake Worth's comments, as appropriate, into the final documentation report, electronic Form R/A submission, and TRI SERC submittal forms.

### FEE AND SCHEDULE

Golder proposes to provide Lake Worth with the services described above for the time and materials fee of **\$3,900**, in accordance with Golder's 2016 professional fee schedule. The estimated fee for performing the scope of work is based on Golder's previous years' assessment of facility activities and potential reportable chemicals for the Lake Worth facility.

The proposed work is to be completed before the EPA submittal deadline of July 1, 2017 for RY 2016. Upon written notification of project award, Golder will contact Lake Worth personnel at the facility to start collecting the information needed. An electronic draft report will be provided to the City of Lake Worth for review by June 1, 2017. The final documentation report and submission package will be provided to Lake Worth within one week of receiving final comments on the submitted draft.

### Proposal Acceptance

To authorize Golder to proceed with the above-referenced work, please sign the attached Proposal Acceptance Form and return a copy to our office. Also, please provide a purchase order as soon as possible.

Golder appreciates the opportunity to be of service to the City of Lake Worth by providing a timely and cost efficient approach to these TRI compliance issues. If you have any questions regarding this proposal, please do not hesitate to call.

Sincerely,

**GOLDER ASSOCIATES INC.**



Renee Weaver, P.E.  
Senior Engineer

REW/MMI



Martha Mead Ira, CHMM  
Principal and Practice Leader



GOLDER ASSOCIATES INC.
PROPOSAL ACCEPTANCE FORM
(Terms and Conditions)

PROPOSAL NUMBER: P1545716

RE: Preparation and Submittal of the 2016 SARA Title III TRI Report, Tom G. Smith Power Plant/City of Lake Worth Utilities, Lake Work Florida.

SUBMITTED this 22 day of August, 2016.

BY: Renee Weaver, PE, for Golder Associates Inc.

The Proposal dated August 22, 2016, attached hereto and the Golder Associates Inc. Terms and Conditions (GAIUS F34 RL4, dated 4/2015), comprise the entire Agreement between Golder Associates Inc. and Client.

ACCEPTED this \_\_\_ day of \_\_\_, 20\_\_.

BY: (Authorized Representative's Signature on Behalf of Client)

NAME: (Print or Type)

TITLE: (Print or Type)

FOR: Client Name and Address (Print or Type)

City of Lake Worth-Tom G. Smith Power Plant

117 S. College Street.

Lake Worth, FL 33460

Phone: Fax:

Table with 2 columns: Please address invoices to; Please address deliverables and notices to: Same as invoices: Yes / No, address to: and rows for ATTN.

BY: (Authorized Representative's Signature on Behalf of Golder Associates Inc.)

NAME: (Print or Type)

TITLE: (Print or Type)

## 1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

## 2. INVOICES AND PAYMENT TERMS

Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum), or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.

Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

## 3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

## 4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.

- B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

## 5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation, or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

## 6. INDEMNIFICATION

- A. GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

## 7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

## 8. INSURANCE

- A. GOLDER maintains insurance coverage with the following limits:
- (i) Workers' Compensation in compliance with statutory limits
  - (ii) Automobile Liability  
Combined Single Limit \$1,000,000
  - (iii) Commercial General Liability:  
Each Occurrence \$1,000,000  
General Aggregate \$2,000,000
  - (iv) Professional Liability Insurance  
Any One Claim \$1,000,000  
Policy Aggregate \$3,000,000
- B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

## 9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

## 10. DATA AND INFORMATION

CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

## 11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

## 12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

## 13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

## 14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or

control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

## 15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.

## 16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

## 17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of

termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

## 18. DISPUTES

- A. All disputes, claims, and causes one party makes against the other, at law or otherwise, including third party or "pass-through" claims for indemnification and/or contribution, which amount to a claim of more than \$50,000 shall be initiated, determined, and resolved by arbitration in accordance with the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, any claims by GOLDER against CLIENT involving failure to make payment pursuant to Article 2, Invoices and Payment Terms, as well as an alleged misappropriation or misuse of GOLDER's Intellectual Property pursuant to article 19, or confidential information may be resolved through any legal or equitable means or any form of alternative dispute resolution.
- B. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

## 19. INTELLECTUAL PROPERTY

- A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.
- B. GOLDER's Right to Use CLIENT Materials - If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

## 20. INFORMATION MANAGEMENT

- A. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media versions of the Documents. In the event of any discrepancy, GOLDER's hardcopy shall prevail.
- B. Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

## 21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.

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- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
  - I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.
  - J. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT. CLIENT also represents that any "purchase order" type document which CLIENT may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services





**AGENDA DATE:** October 5, 2016

**DEPARTMENT:**

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**EXECUTIVE BRIEF**

**TITLE:**

Professional Services Agreement with Spectrum Systems

**SUMMARY:**

The Professional Services Agreement provides for environmental testing and reporting of the continuous emissions monitoring system (CEMS) in amount of \$29,060 to Spectrum Systems.

**BACKGROUND AND JUSTIFICATION:**

For many years, the City has contracted with Spectrum Systems to perform environmental testing and reporting. Spectrum Systems uses the proprietary SpectraView software installed on the City of Lake Worth's Data Acquisition, Control, and Handling System at the Tom G. Smith Municipal Power Plant.

The SpectraView software controls the continuous emissions monitoring system (CEMS) located on Steam Unit 3 as well as reporting emissions in the proper written and electronic format to the Florida Department of Environmental Protection and Environmental Protection Agency.

Type	Vendor	Cost	Total
Professional Service Agreement	Spectrum Systems	\$29,060	\$29,060
		<b>Total</b>	<b>\$29,060</b>

**MOTION:**

I recommend / do not recommend a Professional Service Agreement with Spectrum Systems for environmental testing and reporting of the continuous emissions systems (CEMS) located at the Tom G. Smith Power Plant in the amount not to exceed \$29,060.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Letter form Spectrum  
Professional Services Agreement  
Quarterly Reports Quote  
Quote for Service Contract  
Quote for Testing

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	29,060	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact:	29,060	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Utilities /Electric						
Account Number	Account Description	Project #	FY2017 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-31-70	Environmental Compliance	N/A	\$29,060	\$58,275	\$29,060	\$29,215

C. Department Fiscal Review: John Borsch, Electric Utility Director



November 13, 2015

Evanna Stephenson  
City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460

Dear Ms. Stephenson;

The SpectraView<sup>®</sup> software installed on the City of Lake Worth's Data Acquisition, Control, and Handling System at the Tom G. Smith Municipal Power Plant is a proprietary application written, licensed, and maintained by Spectrum Systems, Inc. of Pensacola, FL. SpectraView<sup>®</sup> provides for control of the Continuous Emission Monitoring System located on Unit 3 as well as reporting emissions in the proper written and electronic format to the FDEP and EPA.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Davis", is written over the word "Sincerely,".

Reginald A Davis  
President  
Spectrum Systems, Inc.

**PROFESSIONAL SERVICES AGREEMENT**  
**(Consulting Operations Reporting)**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lake Worth, a Florida municipal corporation ("City") and Golder Associates, Inc., a foreign corporation authorized to do business in the State of Florida ("Consultant").

**RECITALS**

**WHEREAS**, the City's electric utility is in need of certain operations reports to comply with applicable legal reporting requirements; and,

**WHEREAS**, the Consultant is familiar with the City's electric utility and has assisted with the preparation of the same operations reports in the past for the City; and,

**WHEREAS**, the Consultant submitted proposals for each operations report in response to the City's request and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

**WHEREAS**, the City desires to accept the Consultant's proposals; and,

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

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** As more specifically set forth in the Consultant's proposals, which are attached hereto as Exhibit "A" and incorporated herein by reference, the Consultant shall provide the City with services for the 2016 Greenhouse Gas Reporting; the 2016 Annual Operating Report; the 2016 EIA 860 and EIA 923 forms; and, the 2016 SARA Title III TRI Report.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM AND TERMINATION.**

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the City and shall be for the time necessary for the Consultant to provide all services as set forth in its proposals (Exhibit "A").

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### SECTION 5: COMPENSATION.

a. Payments. They City agrees to compensate the Consultant in accordance with the fee schedule set forth in the Consultant's proposals (Exhibit "A"); provided that, the total amount to paid the Consultant under this Agreement shall not exceed Twelve Thousand One Hundred Fifty Dollars (\$12,150) for the term. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in Exhibit "A".

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes nor shall the City indemnify the Consultant.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 North Dixie Highway  
Lake Worth, FL 33460

and if sent to the CONSULTANT, shall be sent to:

Golder Associates, Inc.  
6026 NW 1<sup>st</sup> Place  
Gainesville, FL 32607

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael Crisafulle hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 32: PUBLIC RECORDS.**

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Michael Bornstein, City Manager

ATTEST:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

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

**Golder Associates, Inc.**

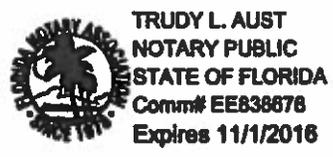
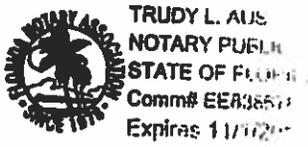
By: \_\_\_\_\_  
Print Name: Denny Susi  
Title: PRINCIPAL

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of Sept, 2016, by Denny Susi, as \_\_\_\_\_ of Golder Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\_\_\_\_\_  
Trudy L. Aust  
Notary Public



**EXHIBIT "A"**

**(Four Proposals)**

10/10/2010 10:10:10 AM  
10/10/2010 10:10:10 AM





3410 West Nine Mile Road  
 Pensacola, Florida 32526-7808  
 (800) 432-6119 Fax: (850) 944-1011

QUOTATION # W-359-16001

Date : 2-Jun-16

Reference: SMA

Prepared By: R Blanchard

Terms: Net 30 Days

Delivery: Annual

Quote Valid Through: 60 Days

TO: Nelly Peralta  
 City of Lake Worth  
 1900 2nd Avenue North  
 Lake Worth, Florida 33461

ITEM	QTY	PART MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	SMA	City of Lake Worth Plant Smith Unit 3 - Nox CEMS w/APP D&G	\$5,975.00	\$5,975.00
2	4 <i>Per Qtr</i>	SMA	GT1 - Quarterly Reporting - Unit Price is per quarter, extended price is annually	\$1,100.00	\$4,400.00
Total					\$10,375.00
<p>Note: Software Maintenance runs from July 1 - June 30 and is renewed annually.</p> <p>Payment Terms: 100% due after receipt of invoice Net 30 Days</p> <p>Taxes Spectrum Systems, Inc. is not authorized to collect sales tax for any state other than Florida. For shipments within the state of Florida, we will require the appropriate documentation (either a valid exemption certificate or a copy of your direct pay permit for the state of Florida). For shipments outside of Florida, you are responsible to remit sales and/or use tax to the appropriate state agency.</p>					



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TO: Nelly Peralta  
 City of Lake Worth  
 1900 2nd Avenue North  
 Lake Worth, Florida 33461

<i>GENERAL PROVISIONS</i>	
A.	<b>FACILITIES:</b> The customer will provide safe access to a safe working platform, sampling ports sufficient to conduct relative accuracy testing (if applicable), and sufficient utilities at the sampling location, i.e., 115 VAC ± 10%, 30 amps.
B.	<b>SCOPE:</b> The scope of CEM certification (if applicable), will be limited to the instruments listed under the heading Equipment of this proposal. Problems with plant wiring, flanges, equipment cabinets, access platforms, ladders, etc., are the responsibility of the customer, but can, at the request of the customer, be corrected by the contractor as an out-of-scope provision.
C.	<b>FORCE MAJEURE:</b> The contractor shall not be responsible for delays or failures in the equipment performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, direct lightning hits, corrosion, neglect, earthquakes or other such disasters.
D.	<b>CONSEQUENTIAL DAMAGES:</b> Neither party shall be liable to the other for any indirect, special or consequential damages.
E.	<b>PARTIAL INVALIDITY:</b> If any term or provision of this agreement shall be found illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect, and any such term or provision shall be deemed stricken.
F.	<b>GOVERNING LAW:</b> This agreement will be governed by and construed in accordance with the laws of the State of Florida.
G.	<b>ALL AMENDMENTS IN WRITING:</b> No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.
H.	<b>SPECIFICATION CHANGES:</b> Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.
I.	<b>ANY REFERENCE TO "THE MANUFACTURER"</b> is the end provider of equipment.
J.	<b>TAXES:</b> Quoted prices do not include state sales tax or use tax.



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TO: Nelly Peralta  
City of Lake Worth  
1900 2nd Avenue North  
Lake Worth, Florida 33461

**EQUIPMENT WARRANTY**

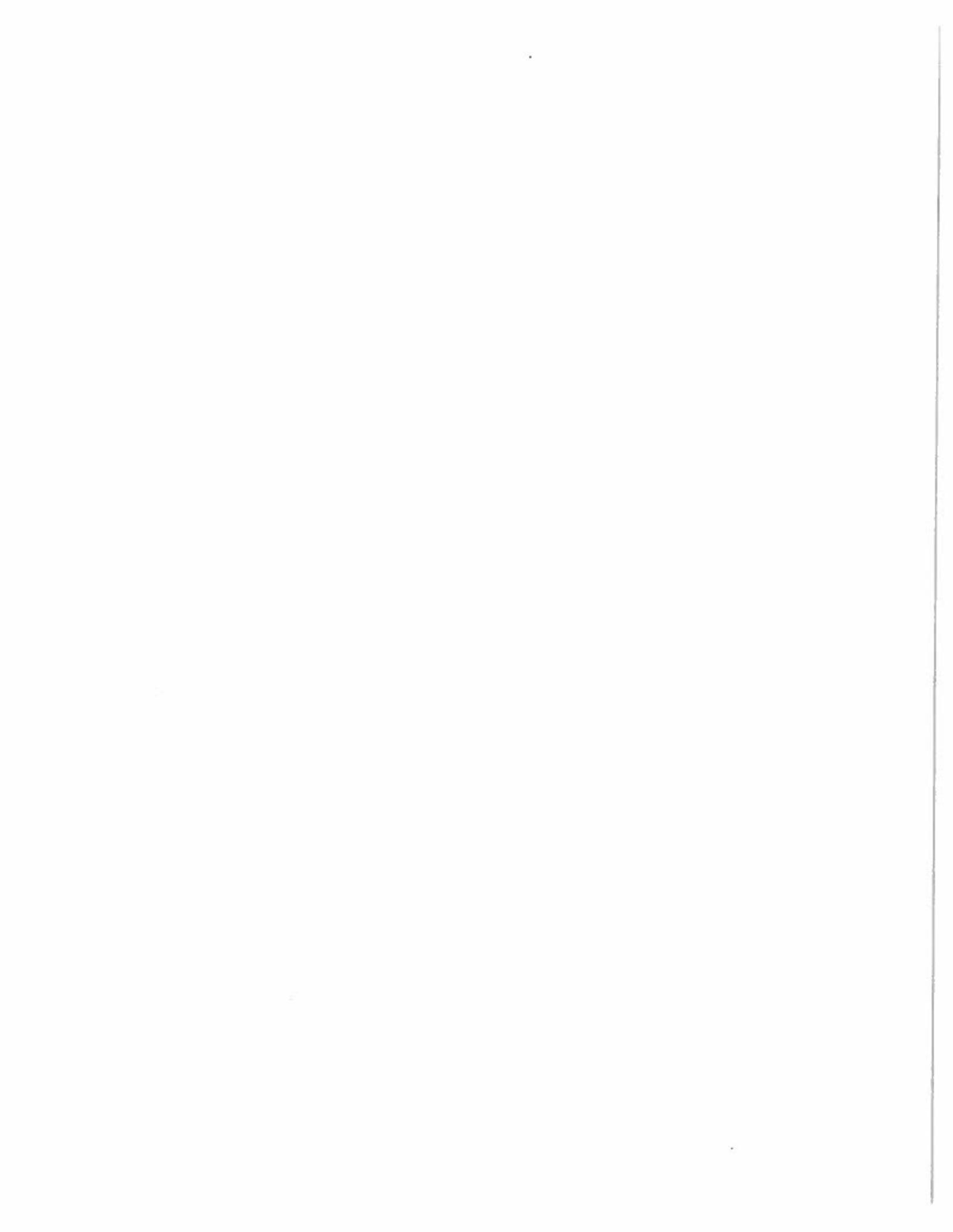
Spectrum Systems, Inc. (SSI) warrants that the original equipment, except spare parts, catalogued or sold by SSI furnished pursuant to an SSI sales order, will be free from defects in material and workmanship for a period of twelve (12) months from the date of initial receipt (delivery). If initial start-up of the original instruments is not performed by SSI personnel, the foregoing warranty shall be for a period of ninety (90) days, commencing with the date of shipment of the original equipment.

All spare parts, catalogued or sold by SSI and furnished pursuant to an SSI sales order, will be free from defects in material and workmanship for a period of three (3) months from the date of shipment of the spare parts. All normally consumed materials such as, but not limited to lamps, filters, activated charcoal, recorder pens, plastic tubing, and all fragile materials such as glass and ceramic components, shall be free from defects in workmanship at the date of shipment.

SSI warrants that the original equipment and spare parts, catalogued, sold or manufactured by SSI and furnished pursuant to an SSI sales order, will be of the kind and quality described in SSI's applicable specifications at the time of shipment of such equipment or spare parts.

SSI's obligations under the foregoing warranties are limited to replacing or repairing any defective part or parts, providing SSI shall have been given notice of the defect within ten (10) days of its occurrence. Upon receipt of notification, SSI shall have the option of replacing or repairing the defective part or parts and requiring the customer to return the defective part or parts to SSI's service facility as set forth below, freight prepaid by the customer and freight to be prepaid by SSI on return of the product to the customer. SSI shall provide the customer with written notification of its election as to the manner in which the defective item shall be repaired or replaced; however, if the customer requests the repair of the defect on site, all labor shall be paid by the customer at current service rates, including travel time and on-site time plus travel expenses.

This warranty is in lieu of all warranties, whether statutory, express or implied, including implied warranties of merchantability and fitness for a particular purpose. The repair or replacement of the defective part or parts shall be the sole and exclusive remedy under the foregoing warranties. This warranty is only applicable to individual pieces of equipment and components, and shall not be construed to apply to the simultaneous and/or interdependent operation of groups of equipment, software, field service or factory repairs. In no event shall SSI be liable for incidental or consequential damages. This warranty does not apply to damage caused by acts of God, ordinary wear and tear or corrosion; nor does it apply to damage caused by misuse, abuse, faulty repair/alteration, or improper handling and/or operation of equipment. In addition, the foregoing warranties do not apply to any glassware or breakage of components with glass, ceramic and fragile materials.



3410 West Nine Mile Road  
 Pensacola, Florida 32526-7808  
 (850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth  
 1900 2<sup>nd</sup> Avenue North  
 Lake Worth, FL 33461  
 Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
1.0	<p>Summary of Work            Spectrum Systems, Inc. will provide the services of a qualified technician to perform preventative maintenance, audits, and verify the operational accuracy of the Emission Monitoring Equipment located at the City of Lake Worth Tom G. Smith facility on a quarterly basis. Each quarterly visit will be scheduled in advance at a mutually agreeable time.</p>	
2.0	<p>Contract Period            Pricing and services are valid from October 1, 2016 through September 30, 2017.</p>	
3.0	<p>Unit and Equipment Covered</p>	
3.1	<p>Smith Unit S-3            42i NOx            410i CO2            T-ML LightHawk 560 Opacity with ERP            SpectraPak-E Controllers            M&amp;C Model SP2000 (100:1)</p>	
4.0	<p>Work to Be Performed            During each scheduled visit, Spectrum will perform the following activities on the equipment listed in Section 3, "Equipment Covered".</p>	
4.1	<p>Applicable to All Equipment Listed</p> <ul style="list-style-type: none"> <li>a) Check the history since last visit and current status for any problems or anomalies that may need to be addressed.</li> <li>b) Ensure calculated and electric parameters between monitor subcomponents and data recording devices are within manufacturer and EPA specifications.</li> <li>c) Troubleshoot and repair any discovered issues required to bring the monitors into proper working order with customer approval and customer supplied spare parts.</li> </ul>	

This Quote is valid through: 10/31/2015  
 By: Reggie Davis  
 Title: President

3410 West Nine Mile Road  
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 (850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

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TO: City of Lake Worth  
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F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
4.2	<p>Opacity Monitors</p> <p>d) Perform documented Preventative Maintenance and QA/QC Activities</p> <p>e) Provide a copy of the signed Field Work Order upon completion of the work. A copy of any audit results and any suggested recommendations to improve equipment performance should be provided within fourteen (14) days of the completed service visit.</p> <p>a) The following consumables are included in the price and will be changed on the basis specified.</p> <p style="padding-left: 20px;">a. Air Purge Filters – changed each quarter</p> <p>b) Perform a clear path of the system (either on or off stack as determined by the technician) if required.</p> <p>c) Audit the operational accuracy of each monitor by challenging the monitor with certified Neutral Density Filters provided by the customer.</p> <p>d) Make necessary adjustments for deficiencies found during audits and re-perform the NDF audit if necessary or required.</p>	
4.3	<p>Gas Analyzers (NOX, CO2, CO, O2, SO2)</p> <p>a) The following consumables are included in the price and will be changed on the basis specified.</p> <p style="padding-left: 20px;">a. Pump Rebuild Kits – Semi-annually</p> <p style="padding-left: 20px;">b. Scrubber Media – As required during visit</p> <p style="padding-left: 20px;">c. Filters – As required during visit</p> <p>b) Perform a calibration of the gas components.</p>	

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 By: Reggie Davis  
 Title: President

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 (850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth  
 1900 2<sup>nd</sup> Avenue North  
 Lake Worth, FL 33461  
 Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	<ul style="list-style-type: none"> <li>c) Audit the operational accuracy of each monitor by challenging the monitor with audit gases provided by the customer. Linearity Checks or CGA's, as applicable, will be run provided the unit is on-line.</li> <li>d) Make necessary adjustments for deficiencies found during audits and re-perform the audit if necessary or required.</li> </ul>	
4.4	<p>M&amp;C Dilution Probe</p> <ul style="list-style-type: none"> <li>a) The following consumables are included in the price and will be changed on the basis specified.               <ul style="list-style-type: none"> <li>a. Ceramic Filter, Gaskets, and Lid O-Rings as required.</li> <li>b) Check tubing and wiring for proper wear and any unusual discoloration.</li> </ul> </li> </ul>	
4.5	<p><i>AIR CLEANUP SYSTEMS</i></p> <ul style="list-style-type: none"> <li>a) The following consumables are included in the price and will be changed on the basis specified.               <ul style="list-style-type: none"> <li>a. Scrubber Media</li> <li>b. Filters – semi-annually</li> </ul> </li> <li>b) Make necessary adjustment to flow rates and pressures required.</li> </ul>	
4.6	<p>Pricing          Price includes labor, travel expenses, tools, and test equipment to perform work as described in this proposal. Pricing does not include spare parts or consumables unless delineated in the scope of work above.</p> <p>Out of Scope Work and Visits          Pricing for any out of scope work (emergency visits, bench repair, refurbishment, etc) will be performed in accordance with the Service Rate Worksheet in effect at the time of the visit. Spare Parts may be purchased at SSI Current List Pricing.</p>	<p>\$3,865          Per Visit          including          consumables</p>

This Quote is valid through: 10/31/2015  
 By: Reggie Davis  
 Title: President

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(850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

TO: City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461  
Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
5.0	Taxes Pricing does not include Sales/Use Tax.	
6.0	Other Fees Credit card orders and charges are subject to a 5% convenience fee.	

This Quote is valid through: 10/31/2015  
By: Reggie Davis  
Title: President

3410 West Nine Mile Road  
 Pensacola, Florida 32526-7808  
 (850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth  
 1900 2<sup>nd</sup> Avenue North  
 Lake Worth, FL 33461  
 Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	<p style="text-align: center;"><b>GENERAL PROVISIONS</b></p> <p>a) <b>FACILITIES:</b> The customer will provide safe access to a safe working platform and sufficient utilities at the sampling location, i.e., 115 VAC ± 10%, 30 amps., when required.</p> <p>b) <b>SCOPE:</b> Problems with plant wiring, flanges, equipment cabinets, access platforms, ladders, etc., are the responsibility of the customer but can, at the request of the customer, be corrected by the contractor as an out-of-scope provision.</p> <p>c) <b>FORCE MAJEURE:</b> The contractor shall not be responsible for delays or failures in the equipment performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, direct lightning hits, corrosion, neglect, earthquakes or other such disasters.</p> <p>d) <b>CONSEQUENTIAL DAMAGES:</b> Neither party shall be liable to the other for any indirect, special, or consequential damages.</p> <p>e) <b>PARTIAL INVALIDITY:</b> If any term or provision of this agreement shall be found illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect, and any such term or provision shall be deemed stricken.</p> <p>f) <b>GOVERNING LAW:</b> This agreement will be governed by and construed in accordance with the laws of the State of Florida.</p> <p>g) <b>ALL AMENDMENTS IN WRITING:</b> No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.</p> <p>h) <b>SPECIFICATION CHANGES:</b> Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.</p>	

This Quote is valid through: 10/31/2015  
 By: Reggie Davis  
 Title: President

3410 West Nine Mile Road  
Pensacola, Florida 32526-7808  
(850)944-3392 Fax: (850)944-3397

**QUOTATION #S-359-16001**

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

TO: City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461  
Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
	<p>i) ANY REFERENCE TO "THE MANUFACTURER" is the end provider of equipment.</p> <p>j) TAXES: Quoted prices do not include state sales tax or use tax.</p>	

This Quote is valid through: 10/31/2015  
By: Reggie Davis  
Title: President



3410 West Nine Mile Road  
 Pensacola, Florida 32526-7808  
 (850) 944-3392 Fax: (850) 944-1011

QUOTATION #T-359-16001

Date: 5-Aug-16

Quotation No: T-359-16001

Reference: Testing

Terms: Net 30

F.O.B. Point: Plant Site

Delivery: As required

TO: Dave Mulvay  
 City of Lake Worth  
 1900 2nd Avenue North  
 Lake Worth, Florida 33461

ITEM	QTY	PART MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	TESTING	<p>Spectrum Systems will perform the following testing:</p> <p style="text-align: center;"><b>Source EU009</b></p> <p>9 each 21 minute runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing the RATA on the NOX CEMS and for NOX Compliance with current site permit.</p> <p style="text-align: center;"><b>Source EU011</b></p> <p>3 each 1 hour runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing NOX Compliance with current site permit.</p> <p>Pricing is based on testing being performed during one of Spectrum's scheduled quarterly visits.</p> <p>Services to be performed in the 3rd Quarter of 2017</p>	\$9,200.00	\$9,200.00
<b>TOTAL</b>					

This quotation is valid through 90 days  
 By: Sean Myrick  
 Title: Testing Manager