



AGENDA
CITY OF LAKE WORTH
ELECTRIC UTILITY ADVISORY BOARD MEETING
CITY HALL CONFERENCE ROOM
WEDNESDAY, NOVEMBER 02, 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
 - C. Purchase Order to purchase the GT-2 HMI Computer Control System from Turbine Technology Services Corporation (TTSC)
 - D. Florida Municipal Electric Association Membership dues Fiscal Year 2016-2017
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 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.

Rossalind 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.

Rossalind 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 7th to October 5th.

EUAB inquired on the joint Commission meeting for September 26th 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.

Lisa Maxwell, Chairperson

ATTEST:

Sugey Moreno, Executive Secretary

Minutes Approved: October 05th, 2016

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



AGENDA DATE: November 2, 2016

DEPARTMENT: Electric Utility

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								
NO.	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WATT) (IMPRES)	PORTABLE MULTI CHARGER STATION (6 WATT) (IMPRES)	TALKGROUP NAME	TALKGROUP #
1	T&D ELECTRIC	33	33	0	0	0	1 LWJ ELECTRIC	1
2	SYSDPS	0	0	0	0	0	0 LWJ ELECTRIC	2
3	ENGINEERING	0	0	0	0	0	0 LWJ ELECTRIC	3
4	METERSHOP	33	33	0	0	0	0 LWJ METERSHOP	4
5	CITYWALL	0	0	0	0	0	0 LWJ ELECTRIC	5
TOTAL		66	66	0	0	0		

NO.	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WATT) (IMPRES)	PORTABLE MULTI CHARGER STATION (6 WATT) (IMPRES)	TALKGROUP NAME	TALKGROUP #
1	WATER TREATMENT PLANT	33	0	0	0	0	1 LWJ WATER	1
2	WATER DISTRIBUTION	20	20	0	0	0	2 LWJ WATER	1
TOTAL		53	20	0	0	0		

NO.	DEPARTMENT	PORTABLE RADIOS	MOBILE RADIOS	DESKTOP RADIOS	PORTABLE SINGLE CHARGER (6 WATT) (IMPRES)	PORTABLE MULTI CHARGER STATION (6 WATT) (IMPRES)	TALKGROUP NAME	TALKGROUP #
1	PUBLIC SERVICES	15	15	0	0	0	0 PUBLIC SERVICES	4
TOTAL		15	15	0	0	0		

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

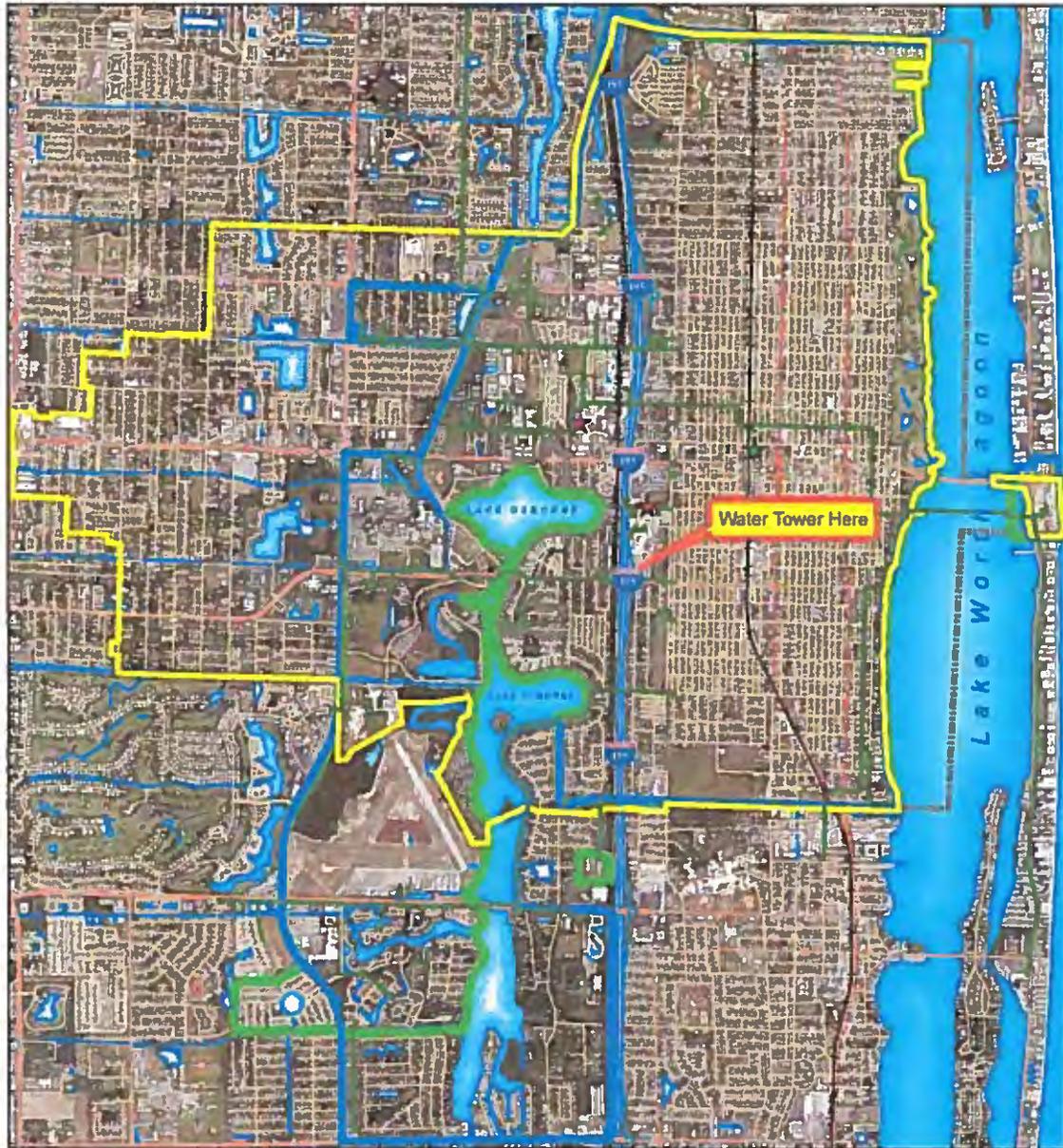
Lake Worth Service Area

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

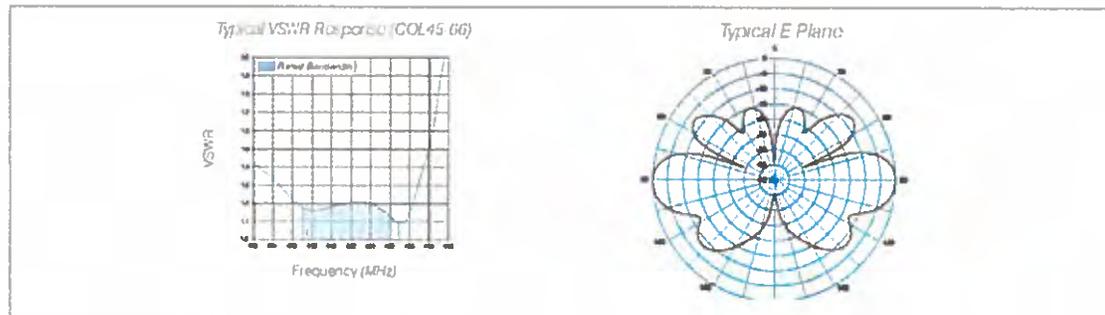
UHF Meander™ Collinear

380-520 MHz



Electrical Specifications						
Model Number	COL 45-68	COL45-65	COL45-66	COL45-70	COL45-71	COL45-72
Nominal Gain dBi (dBS)	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 (B20M) 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 feed female						
Mounting Area in	20" x 2" diam aluminum						
Suggested Clamps (not included)	UC12						
Projected Area ft ²	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

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**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: November 2, 2016

DEPARTMENT: Electric Utility

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
		Total	\$12,150

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

- 1) Professional Services Agreement
- 2) 2016 Greenhouse Gas Reporting Requirements
- 3) 2016 Annual Operating Report
- 4) Prepare 2016 Forms EIA-860 and EIA-923
- 5) 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>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 1st 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: [Signature]
Michael Bornstein, City Manager

Approved as to form and legal sufficiency:

[Signature] For
Glen J. Torcivia, City Attorney

ATTEST

[Signature] 10/3/16
Pamela J. Lopez, City Clerk

Golder Associates, Inc.

By: [Signature]
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.

[Signature]
Notary Public

 TRUDY L. AUST
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE836678
Expires 11/1/2016

 TRUDY L. AUST
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE836678
Expires 11/1/2016

EXHIBIT "A"

(Four Proposals)





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 (CO₂ CEM) data for 2016 in tons CO₂
- 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

Ms. Evanna Stephenson
City of Lake Worth

2

August 19, 2016
P16-62469

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:

<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:

Service	Rate
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

P16-62468
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 1st 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_x) and latest stack test results for the combined-cycle unit (NO_x). 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 1st, 2017 and expects that the required information will be provided by February 1st, 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 slm CLWU_2016 AOR\Proposal - CLWU_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

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

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Ms. Evanna Stephenson
City of Lake Worth

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August 19, 2016
P16-62468

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

Enclosures

SKM/TCY/edk



Thomas C. Yonge, P.E.
Associate



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: _____

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:

Billing Level	Personnel Category	Hourly Rate (US\$)
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:

Service	Rate
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

-
- 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

Y:\Proposals\2016\P16-62470_skm.CLWU 2016 EIA Forms\Proposal - CLWU_2016 EIA Forms.docx

Golder Associates Inc.
6026 NW 1st Place
Gainesville, FL 32607 USA
Tel: (352) 336-5600 Fax: (352) 336-6803 www.golder.com

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

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

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: _____

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:

<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:

<i>Service</i>	<i>Rate</i>
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.

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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.

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



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



Martha Mead Ira, CHMM
Principal and Practice Leader

REW/MMI



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: _____

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) _____

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.
- 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



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 (CO₂ CEM) data for 2016 in tons CO₂
- 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

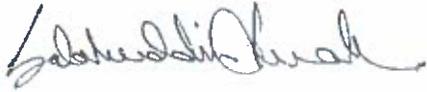
Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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:

Billing Level	Personnel Category	Hourly Rate (US\$)
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:

Service	Rate
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.

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- 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 1st 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_x) and latest stack test results for the combined-cycle unit (NO_x). 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 1st, 2017 and expects that the required information will be provided by February 1st, 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

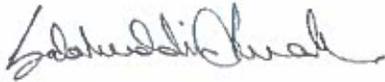
Golder Associates: Operations in Africa, Asia, Australasia, Europe, North America and South America

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: _____

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:

Billing Level	Personnel Category	Hourly Rate (US\$)
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:

Service	Rate
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.

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- 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

P16-62470
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

Y:\Proposals\2016\P16-62470.skm CLWU 2016 EIA Forms\Proposal - CLWU_2016 EIA Forms.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

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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: _____

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:

<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:

Service	Rate
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



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.

-
- 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: November 2, 2016

DEPARTMENT: Electric Utility

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
		Total	\$29,060

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[®] 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[®] 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
(Environmental Testing & Reporting)

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

RECITALS

WHEREAS, the City’s electric utility is in need of a consultant to perform preventative maintenance and verify the operational accuracy of the emission monitoring equipment located in the City’s power plant; and,

WHEREAS, the Consultant is familiar with the City’s electric utility and is currently performing the requested work; and,

WHEREAS, the Consultant submitted proposals to perform the emissions monitoring, smoke stack testing and quarterly reporting in accordance with the City’s request and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

WHEREAS, the type of software used by the City’s power plant related to the requested work is a proprietary application where Consultant is the only entity that may maintain the software; and,

WHEREAS, in accordance with Section 2-112(f) of the City’s purchasing policy, Consultant shall be considered a single source; 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 proposal, attached hereto as **Exhibit “A”** and incorporated herein by reference, the Consultant shall provide the City with preventative maintenance and audits on the Continuous Emissions Monitoring System (CEMS), provide smoke stack testing and quarterly reporting.

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 extend from October 1, 2016 until September 30, 2017.

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"**), which is as follows:

S-359-15001 - Preventative Maintenance & Audits on Continuous Emissions Monitoring System (CEMS) - \$15,460 (\$3,865 quarterly); T-359-16000 - Smoke Stack Testing (NOX) - \$9,200; and Maintenance Breakdown – Quarterly Reporting - \$4,400 (\$1,100 quarterly).

For a total not to exceed amount of Twenty Nine Thousand, Sixty Dollars (\$29,060).

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	\$1, 000,000 per occurrence
Contractual, insurance broad form property, Independent Consultant, personal injury)	\$2,000,000 annual aggregate

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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

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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:

Spectrum Systems, Inc.
3410 West Nine Mile Road
Pensacola, FL 32526-7808

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, the below signatory for the Consultant hereby represents to the City that he/she 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/she 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

YAD

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

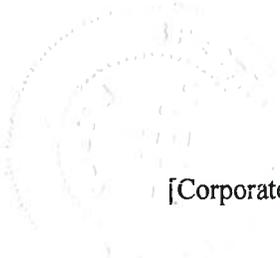
By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney



[Corporate Seal]

Spectrum Systems, Inc.

By: _____
[Handwritten Signature]

Print Name: Reginald A Davis

Title: president

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of Sept., 2016, by Reginald A. Davis, as President of Spectrum Systems, 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.

Ramona Fischer
Notary Public

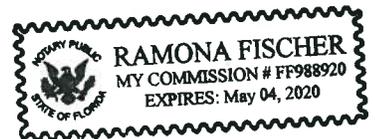


EXHIBIT "A"

(Three Proposals)



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>					



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

<i>GENERAL PROVISIONS</i>	
A.	FACILITIES: 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.	SCOPE: 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.	FORCE MAJEURE: 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.	CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any indirect, special or consequential damages.
E.	PARTIAL INVALIDITY: 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.	GOVERNING LAW: This agreement will be governed by and construed in accordance with the laws of the State of Florida.
G.	ALL AMENDMENTS IN WRITING: No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.
H.	SPECIFICATION CHANGES: Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.
I.	ANY REFERENCE TO "THE MANUFACTURER" is the end provider of equipment.
J.	TAXES: Quoted prices do not include state sales tax or use tax.



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

EQUIPMENT WARRANTY

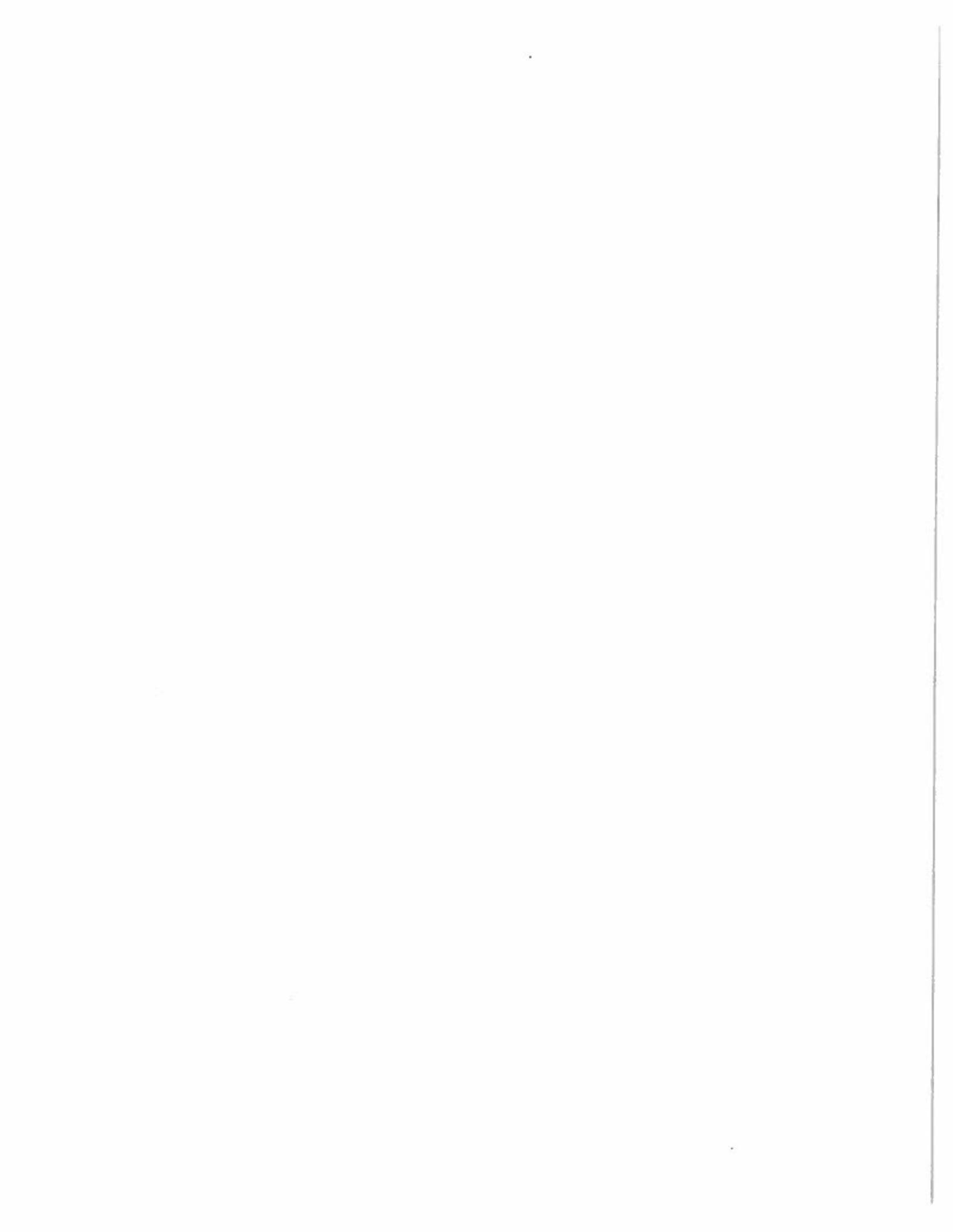
Spectrum Systems, Inc. (SSI) warrants that the original equipment, except spare parts, catalogued or sold by SSI furnished pursuant to an SSI sales order, will be free from defects in material and workmanship for a period of twelve (12) months from the date of initial receipt (delivery). If initial start-up 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 2nd 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	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.	
2.0	Contract Period Pricing and services are valid from October 1, 2016 through September 30, 2017.	
3.0	Unit and Equipment Covered	
3.1	Smith Unit S-3 42i NOx 410i CO2 T-ML LightHawk 560 Opacity with ERP SpectraPak-E Controllers M&C Model SP2000 (100:1)	
4.0	Work to Be Performed During each scheduled visit, Spectrum will perform the following activities on the equipment listed in Section 3, "Equipment Covered".	
4.1	Applicable to All Equipment Listed <ul style="list-style-type: none"> a) Check the history since last visit and current status for any problems or anomalies that may need to be addressed. b) Ensure calculated and electric parameters between monitor subcomponents and data recording devices are within manufacturer and EPA specifications. c) Troubleshoot and repair any discovered issues required to bring the monitors into proper working order with customer approval and customer supplied spare parts. 	

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 2nd Avenue North
 Lake Worth, FL 33461
 Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
4.2	<p>Opacity Monitors</p> <ul style="list-style-type: none"> d) Perform documented Preventative Maintenance and QA/QC Activities 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. <ul style="list-style-type: none"> a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Air Purge Filters – changed each quarter b) Perform a clear path of the system (either on or off stack as determined by the technician) if required. c) Audit the operational accuracy of each monitor by challenging the monitor with certified Neutral Density Filters provided by the customer. d) Make necessary adjustments for deficiencies found during audits and re-perform the NDF audit if necessary or required. 	
4.3	<p>Gas Analyzers (NOX, CO2, CO, O2, SO2)</p> <ul style="list-style-type: none"> a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Pump Rebuild Kits – Semi-annually b. Scrubber Media – As required during visit c. Filters – As required during visit b) Perform a calibration of the gas components. 	

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 2nd 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"> 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. d) Make necessary adjustments for deficiencies found during audits and re-perform the audit if necessary or required. 	
4.4	<p>M&C Dilution Probe</p> <ul style="list-style-type: none"> a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Ceramic Filter, Gaskets, and Lid O-Rings as required. b) Check tubing and wiring for proper wear and any unusual discoloration. 	
4.5	<p><i>AIR CLEANUP SYSTEMS</i></p> <ul style="list-style-type: none"> a) The following consumables are included in the price and will be changed on the basis specified. <ul style="list-style-type: none"> a. Scrubber Media b. Filters – semi-annually b) Make necessary adjustment to flow rates and pressures required. 	
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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Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

TO: City of Lake Worth
1900 2nd 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

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 Pensacola, Florida 32526-7808
 (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
 1900 2nd 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;">GENERAL PROVISIONS</p> <p>a) FACILITIES: 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) SCOPE: 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) FORCE MAJEURE: 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) CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any indirect, special, or consequential damages.</p> <p>e) PARTIAL INVALIDITY: 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) GOVERNING LAW: This agreement will be governed by and construed in accordance with the laws of the State of Florida.</p> <p>g) ALL AMENDMENTS IN WRITING: No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.</p> <p>h) SPECIFICATION CHANGES: 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 2nd 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;">Source EU009</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;">Source EU011</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
TOTAL					

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



AGENDA DATE: November 2, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Purchase Order to purchase the GT-2 HMI Computer Control System from Turbine Technology Services Corporation (TTSC)

SUMMARY:

The City of Lake Worth sought proposals from qualified companies that specialize in the design and installation of Human Machine Interface (HMI) computer system capable of monitoring and controlling one (1) General Electric (GE) MARK V gas turbine and their associated control systems.

BACKGROUND AND JUSTIFICATION:

The Electric Utility department utilizes one (1) GE HMI Computer Control System. The current computer server runs Microsoft® Windows NT 4.0, Cimplicity® HMI, and one PCI ARCNET interface to manage and control all functions for the GE MARK V Gas Turbine.

The computer control system is over 10 years old and current vendor is unable to provide support as the system is now obsolete and should be replaced. The goal is to update the computer system for the Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products.

The engineering department is recommending Turbine Technology Services Corporation (TTSC) as they met the evaluation criteria based on cost, experience, skill, schedule, and performance. TTSC shall furnish all materials, equipment, labor and services that is required to achieve a fully integrated and operational system. They will also be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning & startup and will provide the City a complete and operable GE MARK V HMI Computer Control System.

MOTION:

I recommend/do not recommend the Purchase Order to purchase the GT-2 HMI control from Turbine Technology Services Corporation (TTSC) in the amount not to exceed of \$100,000.

ATTACHMENT(S):

Turbine Technology Services Proposal

Control System Technologies Proposal
 Evaluation Matrix GT2 HMI RFP 16-209

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2019	2021
Capital Expenditures	100,000	0	0	0	0
Operating Expenditures	0	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	100,000	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:

Electric		Turbine Technology Services Corporation				
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expense	Balance
4010-6031-531.62-10	Capital Improvement		\$100,000	\$600,000	\$100,000	\$500,000

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



 ORIGINAL

**City of Lake Worth
GT-2 HMI Control
RFP #16-209**

ORIGINAL

**Submitted by
Turbine Technology Services Corporation
2016-90-9013**

**Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826**

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

EXHIBIT "B"

GT-2 HMI CONTROL

RFP # 16-209

REGISTRATION FORM

Proposers should complete and return this form to the Financial Services office prior **2:00 P.M. EST, Friday, August 12, 2016** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: Turbine Technology Services Corporation

Contact Person: Patrick Begley Title: Vice President

Street: 12661 Challenges Parkway Ste 250

City: Orlando FL State: _____ Zip: 32826

Telephone (407) 826 1803 Fax (407) 386 6293

E-Mail Address: Pbegley@turbinetech.com

Preferred Method of Receipt: Fax E-Mail

MINIMUM SYSTEM REQUIREMENTS

1. The HMI system shall maintain an operational availability of 99.9%.
2. The HMI system shall operate in a Microsoft® Windows® 7 32bit or 64bit system architecture.
3. The HMI system shall support enhanced security using NERC standards.
4. The HMI system shall support remote monitoring capabilities using TCP/IP technologies.
5. The HMI system shall incorporate Ethernet technologies for communication between HMI and MARK V system components.
6. The HMI system shall be capable of consolidating OEM devices into a single historian application for time-series data optimization and data collection.
7. The HMI system shall provide an SOE timeline data tied to alarm management.
8. The HMI computer workstation or server computer system shall be manufactured and supplied by IBM® or DELL®.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

EXHIBIT "D"

RFP 16-209

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Turbine Technology Services Corporation, I certify that Turbine Technology Services Corporation complies fully with the above requirements.

Patrick Begley
Authorized Representative's Signature

Aug 29 2016
Date

Patrick Begley
Name:

Vice President
Position:

- A. Letter of Transmittal (Proposal)**
- B. Addenda**
- C. References and Materials**
 - a. References**
 - b. TMOS Line Card**
 - c. Statements of Qualifications**
- D. Proof of Licenses**
 - a. State of Florida Division of Corporations**
 - b. Insurance**
- E. Evidence of Ability to Deliver on Time**
 - a. Narrative**
 - b. Resumes**
- F. Professional Hourly Rate**
- G. Litigation and/or Terminations**



2016-90-9013
City of Lake Worth
Section A
Letter of Transmittal
(Proposal)

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

Speedtronic™ Mark V Cimplicity <HMI> upgrade to TTS TMOS HMI System

1 Introduction

Turbine Technology Services (TTS) has its main office in Orlando, FL and has been in business for over 30 years. The company is a large, independent provider of a unique range of products and engineering services to GE gas turbine owners including replacement and upgraded HMI systems. TTS's goal is to ensure that the customer can find a "one-stop-shop" for turbine system engineering support outside of the OEM. The core TTS capabilities can be broken down into the following groups:

- Engineering Services
- Modernization/Unit Renewal services (Mechanical System Upgrades and Modifications)
- Turbine Management Systems (Controls and HMIs)

TTS has all the necessary expertise and resources to complete any engineering project we undertake. TTS is the right size organization to provide these services, having the ability to respond quickly, correctly and efficiently to the variety of needs specific to each project and machine type. Our project teams are highly experienced and are long time members of the TTS Organization. TTS uses a best practices approach to project management which allows us to draw from many years of combined experience to implement each project schedule in a timely and efficient manner from engineering and logistics management right through installation and commissioning of a new system.

2 Advantages of the TTS TMOS HMI Solution

In this case, TTS is offering an established and proven HMI solution which is operational on hundreds of units around the world. TTS provides technical and engineering support for this product from its head office in Orlando. The TTS Turbine Monitoring System (TMOS) is the best solution available to replace the GE <I> and Cimplicity <HMI> operator interface systems because of its simplicity and features as well as its easy expandability.

TMOS system installation does not require a unit outage and it can be commissioned and operated in parallel with the existing <HMI> system. It also utilizes off the shelf ARCNET cards rather than the existing GE-supplied ARCNET cards and it eliminates the need to reuse original GE software or licenses. The TMOS system has been proven in the field all around the world and runs on the latest computer hardware and operating systems thus facilitating cybersecurity (NERC) compliance. The TMOS system provides all the important Mark V diagnostic and engineering tools as well as providing new and unique features and capabilities.

Some of the important features offered by a standard TMOS are:

1. TMOS allows the operator to use screens essentially identical to those on the original system which allows for easier migration for the operators. The operators can then learn the additional TMOS graphical displays which are provided at their own pace.
2. Implementation DOES NOT require Mark V firmware (PROM) upgrade OR a gas turbine outage.
3. Improved and user-friendly screen features. Fast access to instrument or tag related documents directly from an animated display.
4. Drag-and-drop signals from animated display to TrendViewer for easy and fast trends set up.
5. Multiple animated displays can be viewed simultaneously if multiple monitors are used.
6. Mark V signals, Alarms, Diagnostics, Events and SOE historian archiving is standard in the base offering. Important data can be recalled at any time.
7. Connection and integration with other systems is supported by the TMOS system. Supported systems include those using Modbus Master and Slave, TCP/IP, OPC DA 3.0 and AE server
8. <C> core friendly – TMOS DOES NOT load up the Mark V communication core like the GE Cimplicity <HMI> system does. Therefore a single TMOS server can be linked up to 16 <C> processors without any significant impact on the speed of data transfer and update.
9. The TrendViewer which comes with the TMOS system is used to trend and analyze both historical and real-time analog and digital data. It has the ability to export charts to other data formats such as XML, CSV and Excel. Alarms and events viewer is integrated in this tool so that user can cross analyze stored process values at the exact time stamp when an alarm or event occurs.
10. Easy Mark V configuration – Mark V software or I/O changes can be automatically applied to TMOS SCADA just by updating the specific files, no project recompilation is required.

3 Scope

3.1. **New TMOS HMI Server.** TTS will supply one (1) TMOS HMI Server for installation in the control room where the current Mark V Cimplicity <HMI> is located. The server package will consist of:

- Server computer (Dell or HP) complete with Microsoft OS
- Monitor (1)
- Keyboard and mouse

The TMOS server comes complete with a Historian and SOE functions as standard. It is supplied with redundant hard disks to ensure required availability.

3.2. **Factory Acceptance Testing (FAT).** TTS will perform a system FAT using its in-house Mark V simulator and following its standard TMOS FAT procedures. Customer will be invited to the FAT which will take place the week prior to shipment of the equipment. If Customer can provide a set of unit PROMS then these will be mounted in the Mark V simulator for the FAT. Undertaking a FAT using the actual unit configuration ensures testing of all screens and functions prior to arrival at site and is an excellent training opportunity for Customer's engineering personnel.

The FAT will consist of two (2), eight (8) hour days at the TTS facility in Orlando. Customer is responsible for all travel, accommodations and meals for their personnel while attending the FAT.

3.3. **Installation and Training Support.** TTS will provide TMOS system installation, commissioning and training support as part of its scope. The training will use the TMOS manual which will be provided as part of the upgrade package as the reference document for the training. The training will include, but will not be limited to the following:

- System architecture
- System software
- System hardware
- System set up and initialization
- System screens and screen navigation
- System features and tools
- System troubleshooting and maintenance
- Screen modification process
- Communication functions

TTS has allocated three (3) days to complete installation and training to accommodate different shifts based on previous experience.

4 Turnkey Pricing

4.1. **New TMOS HMI** as described in Section 3 **\$ 44,880.00**

5 Payment Terms

5.1. Proposed payment terms are:

5.1.1. Initial payment ARO	50%
5.1.2. Completion of FAT	35%
5.1.3. Installation and testing of units and site acceptance	15%

6 Notes

- 6.1. Customer is to provide TTS with access to the current <HMI> computer and a backup of the current <HMI> software which will provide TTS with the current screens and I/O points needed for the new TMOS system.
- 6.2. TTS expects that the customer will physically locate the new TMOS HMI where the current Mark V <HMI> computer is located. TTS expects to reuse the current ARCNET cable.
- 6.3. TTS will provide a TMOS system manual in electronic format (PDF).

7 Extra Work and Delays

- 7.1. Any extra work performed by TTS which is not included in the scope of this proposal as outlined in Section 3, or delays not attributable to TTS, shall be billed to the Customer at TTS Standard Rates (see attachment). Extra work performed by TTS subcontractors shall be billed at cost plus 15%. Living expenses, accrued as a result of extra work or delays, shall be billed to the Customer at cost plus 10% in addition to hourly rates.
- 7.2. No extra work shall be performed without prior approval from the Customer.

8 Taxes

Tax Exemption Certificate. Stated prices do not include any sales and/or use tax. If applicable, please include your tax exemption certificate with your purchase order.

9 Validity

This proposal shall be valid for acceptance for 60 days from the issue date on page 1.

10 Terms and Conditions

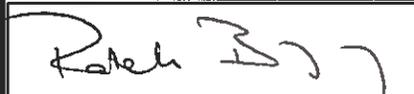
Unless otherwise stated, TTS Standard Terms and Conditions shall apply.

Delivery: Hardware delivery shall be 12 weeks ARO. Delivery shall be EXWORKS TTS Facility, Orlando, FL, USA. Delivery stated as delivery time available EXWORKS after receipt of purchase order. All delivery times are quoted as delivery after receipt of purchase order.

11 Contact Information

Please feel free to contact the following persons for any Commercial or Technical Questions.

Pat F. Begley
Turbine Technology Services
Office Phone: (407) 810-8997
Email: pbegley@turbinetech.com

		
Patrick F. Begley	Turbine Technology Services Corporation	City of Lake Worth
August 29, 2016	Date	Date



2016-90-9013
City of Lake Worth
Section B
Addenda

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

IFB 15-119	Mechanical Integrity Testing of Class 1 Deep Injection Well IW-1 (Mathews Consulting)		Attendance Sheet Bid Opening	October 29, 2015 3:00 pm	Bid Tab Posted 11/3/15 Intent to Award to: All Webbs Enterprises
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Request for Proposals FY2016 - RFP's
 (Commencing on October 1, 2015)

Number	Project/Service	Addendum / Attachments	Other Items	Closing Date	Evaluations / Intent to Award
RFP 16-211	Utility Locating Services			September 13, 2016 3:00 PM	
RFP 16-210	Emergency Food Services			September 13, 2016 3:00 PM	
RFP 16-209	GT-2 HMI Control (RE-BID)			August 30, 2016 3:00 PM	
RFP 16-208	Workers' Compensation / Property / Casualty Third Party Claims Administration Service	Attachment Loss Run Report Addendum #1 and Attachments York Amendment FARA Loss Runs	Public Notice Posted 8/22/16 List of Proposers	August 19, 2016 3:00 PM	Evaluation Sheet Intent to Award to: York Risk Service Group, Inc.



2016-90-9013
City of Lake Worth
Section C
References and Materials

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

References

Date: 2014-2015
Customer: **Tucson Electric Power**
Scope: HMI Replacement and Balance of Plant Controls upgrade and commissioning.
Contact Name: James Cooper, Plant Engineer
Address: 3950 E. Irvington Road
Tucson, AZ
85714
Phone No: (520) 917 2630 FAX (520) 884-3919

Date: 2014-2015
Customer: **New Smyrna Utilities Commission**
Scope: HMI Replacement , TMOS Server
Contact Name: Todd Ruggles, Plant Engineer
Address: PO Box 1000
New Smyrna Beach, FL 32168
Phone No: (386) 566-3620 FAX (386) 424-3170

Date: 2015-2016
Customer: **WEB Aruba**
Scope: HMI Replacement including TMOS Server and TMOS Workstation.
Contact Name: Giomar A.I. Arendsz, Application Engineer
Address: Balashi 76
P.O. Box 575 Oranjestad
Aruba Dutch Caribbean
Phone No: (297) 525-4669 FAX (297) 585 1335

Note: All references are fluent in English



Turbine Monitoring System (TMOS)

Human Machine Interface (HMI) Upgrades

TTS is now offering replacement HMI and PLC computers for existing and new turbine and balance of plant (BOP) control systems. These systems are designed to replace existing OEM and aftermarket turbine and BOP control system interfaces on most gas and steam turbine applications.

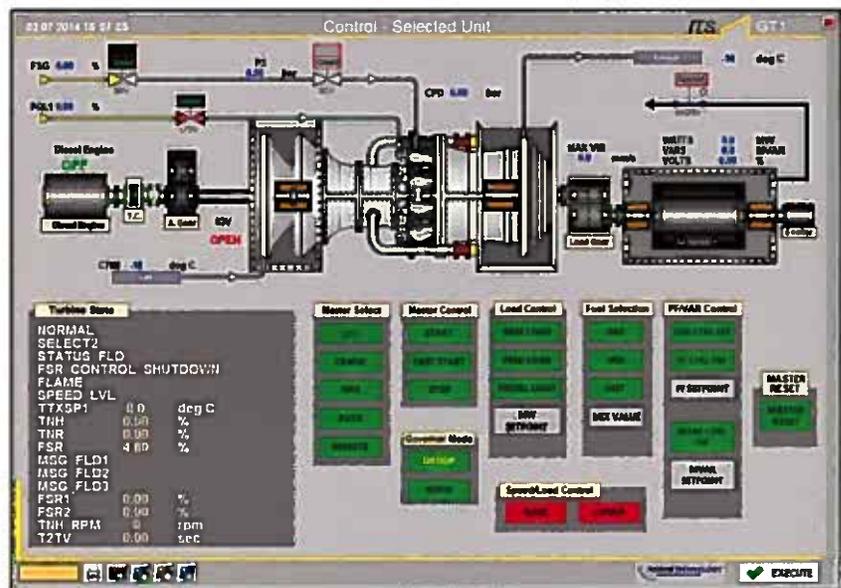
TTS has employed Turbine Monitoring System (TMOS) by Industrial Turbine Services (ITS) as the operating system for this product. The system is designed to provide ease of operation, flexibility and robust reliability on modern off the shelf hardware. With no modifications and little effort, the system can be integrated, for example, into the MK V control scheme and completely replace an old or Simplicity HMI. All of the functions previously performed on the old machine interfaces are available on this product.

Original operator interfaces now operate on outdated, discontinued, and hard-to-find equipment reducing reliability and increasing maintenance costs. Limited hard drive space, inadequate diagnostic functions, and difficult/complex procedures for basic changes add to the difficulty of working with these original systems. These problems have been the main driving force behind the development of the TTS Replacement HMI powered by Turbine Monitoring System (TMOS) from ITS.

TMOS - Highlights

General Characteristics

- Universally applicable
- Simple and effective operation
- Less re-training effort and coherent documentation
- Uncomplicated and almost completely automatic software updates
- Short installation and integration times
- Outage normally not required
- No alteration of controls or network is required
- Can be installed in parallel with existing HMI
- Complete remote maintenance is possible
- Computers supplied are of high quality, reliability, and performance from leading computer manufacturers
- Latest Microsoft operating system with simple network capabilities
- Constant development and improvement of the software increases product reliability
- Short period for realization of customer's request
- Can also be used as a gateway between other control systems and General Electric controls
- Sold as a complete package, all functions are immediately available for use
- Favourably priced with no hidden costs





Communication and Interfaces

The following communication interfaces are directly supported with the appropriate TMOS modules. There is no need for any third party software for common functions.

- General Electric Mark IV, V, VI
- Siemens Simatic S5, S7
- Modbus-Protocol
- MAMSP-Protocol
- DLAN-Protocol
- ARCNET-Protocols
- Ethernet-Protocols
- SQL-Interface
- OPC-Interface
- SNMP-Communication
- NNTP-Communication
- SMTP-Communication
- HTML-Interface
- SysLog-Interface
- Profibus-Interface
- MS-Office-Interface

Special Program Functions

- High data transfer rates to PLC
- Extreme memory saving communication structure
- Possible to operate more controls over analog lines (without functional restrictions)
- No data compression required (special memory handling)
- Freely definable organization of operator displays
- Automatic data analysis possible
- Many event driven program functions
- Direct access to the PLC memory
- Integration of the field wiring in the logic plan of the controls for easier troubleshooting possible
- Communication of one TMOS server with up to 9 controls

TMOS - Basic Functions

In addition to the TMOS highlights, TMOS naturally offers all the functions of a modern operator and monitoring system. The following list is only an overview of the basic functions and is by far not all the features. Through further development and improvements suggested by our customers, new features are constantly being added. These new features can exactly meet your requirements, but might not be mentioned here. Therefore, we recommend that you contact our sales and marketing department and setup a presentation.

Settings & Configuration

- Multilingual for world wide application
- Clear administration of all configuration parameters
- No hidden configuration menus – full access!
- Simple and safe user administration
- Extensive assignment of user rights
- Time synchronization with SNTP, radio, or GPS signal
- Freely definable scaling by single-operation and/or Client/Server
- Multiple redundant applications of TMOS possible
Operating and Monitoring
- User dependent arrangement of displays
- Freely definable organization of displays
- 1 to 1 usage of original displays possible
- Common formats for pictures/videos can be inserted into displays
- Safety “two key” operation possible
- Access to all inputs, outputs, data blocks, and variables
- Built-in freely definable diagrams in displays
- Switchable between two identification systems (ANSI, KKS)
- Switchable between two types of scaling (Metric, English)
- Printing and saving of all displays
- Clear alarm routines
- Many colors for alarms from different PLCs available
- Extensive search functions for the alarm lists
- Freely definable sound for audible alarms
- Background help text for alarm signals
- Direct link between alarm and logic diagram

Storage and Diagnosis

- Long-term data collection from all the processors
- Long-term data collection in different time intervals
- Freely definable list of data to be stored
- Collection of all alarms, variables, inputs, and outputs
- Short access time to stored data
- Ingenious memory management for data storage
- Extensive diagnosis of PLC and network topology
- Event driven high speed data recording
- Online/offline graphs
- Freely definable configuration of all graphs
- Predefined graphs are in the background
- Use of triggers in graphs
- Infinite zooming in all graphs
- Data export as a graph or table format
- Data export in different picture formats
- Data export in different Microsoft data formats
- Data export in SQL-data banks
- Real time display of the logic diagram
- Visualization of all function blocks in the logic diagram
- Integration of the panel or field wiring into logic diagram possible (eliminating the paper documentation when troubleshooting)
- Built-in real time complex mathematical functions
- Integrated real time thermodynamic calculations
- Comfortable search functions in the logic diagrams
- Many display formats for all data (HEX, DEC, calculations)
- Printing of the constant lists and logic diagrams
- Direct forcing of signals in logic diagram
- Writing data to the EEPROM in the GE controls
- List of all user forced signals
- Create different forcing lists
- Automatic servo monitoring / valve testing



Statement of Qualification



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Introduction

Dear Prospective Client,

Thank you for the opportunity and privilege to introduce the services offered by Turbine Technology Services (TTS).

For 30 years, TTS has prided itself on being a leader in the gas turbine engineering industry; and throughout this time we have been at the forefront of introducing new technologies and innovations for the entire range of products and service demanded by gas turbine operators.

We are an established company with a proven track record of successful gas turbine service and support, ranging from simple call-out service requests to complete unit relocations, including plant design, installation and commissioning.

TTS is a complete engineering company with the engineering capability for all aspects of heavy industrial and aeroderivative gas turbine support. We regularly implement engineering modifications and improvements to various OEM turbine designs and have designed many advanced and unique turbine modifications entirely with our own staff. This depth of expertise gives our customers full confidence that there will be no need to revert to the OEM for engineering support should any engineering issues arise during the course of a project. Also, as a privately-held organization, we have the ability to respond quickly, correctly and efficiently to all customer requirements.

Our focus has always been to listen to clients and provide the solution that is needed for your specific plant and operating requirements. As you read through this document, we hope you will be convinced that whether your gas turbine is installed in a remote jungle and requires a fuel system conversion; or your highly sophisticated combustion system needs tuning to achieve stringent emission guarantees; you will consider TTS to provide the solution.

On behalf of all employees of TTS, I thank you for the interest in our company. Do not hesitate to contact me directly should you have any questions or need further information.

Sincerely,



Tony Thornton
President

Direct Phone: +1 407 810 4400
Email: tthornton@turbinetech.com



Product Information



TURBINE TECHNOLOGY

SERVICES CORPORATION

Turbine Control Systems

Our Turbine Control Systems are built on the most advanced programmable controller platforms available today and these systems are designed using the latest in distributed control philosophy.

Engineering & Consulting Services

We offer industry-leading consulting, field and design services to gas turbine owners and operators worldwide as well as a wide range of services to utilities, independent power producers and private sector enterprises.

Turbine Installation & Reapplication

The relocation of a used gas turbine generator set is very different from a new unit installation. Relocation projects are typically fast-tracked, requiring immediate equipment availability, and there is little time available for all the engineering and modification work that may be required.

Global Footprint

Turbine Technology Services has served a diverse portfolio of clients in the international power generation marketplace.

Conversion, Modification & Upgrades

Turbine Technology Services can provide engineering and consulting services to include projects such as frequency conversions, fuel system conversions, emissions abatement systems, auxiliary system modification, and instrumentation and control system modification.

Gas Turbine Parts

Building on our reputation for engineering excellence, TTS offers an enhanced aftermarket parts service to our global customer network.



TURBINE TECHNOLOGY SERVICES CORPORATION

Turbine Technology Services (TTS) provides gas turbine technology expertise and turbine engineering and construction services worldwide. The company's experience and ability to provide technical solutions has led to the successful management of numerous gas turbine installations and modernization projects, and the provision of innovative and unique engineering solutions to gas turbine customers.



Recent Projects

Global Expertise in Turbine Engineering

Project: Turbine Upgrade & Control System Modernization **Location: Termoyopal Power Plant in Yopal, Colombia**

This TTS project required the modernization of three existing and two replacement gas turbine power generation assets to enhance Termoyopal's capabilities.

By replacing obsolete and outdated equipment at Termoyopal, as well as unsupported software platforms, TTS contributed to a significant reduction of costs related to personnel training, spare parts inventory and individual component costs. This resulted in an overall system reliability and availability improvement.

Project: Rakia LM2500 Gas Turbine Upgrade **Location: Ras al-Khaimah, United Arab Emirates**

This TTS project required the upgrading of an LM2500 gas turbine in order to integrate operation with a sister unit at the Al Hamra power plant located in Ras Al Khaimah, United Arab Emirates.

The purpose of the upgrade was to provide the same capability and configuration for both units' control systems in order to then establish a link between both unit controls systems to allow them to be operated in parallel. Upon completion of the LM2500 Upgrade, the more robust overall system improved supply reliability for all customers.

Project: Westinghouse 251B8 Turbine Control and Fuel System Conversion **Location: Diego de Almagro, Chile**

This TTS project required the supply of new turbine and generator controls and complete fuel systems (from the storage tanks to the engines) for 2 – W251B8 gas turbine generators being relocated from the USA to the northern deserts of Chile.

The turbines provided for this project were supplied without control systems or fuel systems. TTS developed an open-architecture, PLC based control system for these units, ensuring expandability and flexibility of the system in this remote location. In addition, the volatility of the price of fuel in the region dictated the need for fuel flexibility. TTS developed a dual fuel system (distillate and heavy fuel oil) for the turbines, allowing the turbine to operate at varying fuel price points.

Gas Turbine Parts

Aging power plants around the world endure the wear and tear of their operation, requiring the replacement and retrofitting of the equipment to extend their technical lifetime with spare turbine parts.

Turbine Technology Services, a global leader in gas turbine engineering and consulting, has built a solid reputation in the power generation industry as a knowledgeable service provider. Building on this reputation for engineering excellence, TTS continue to offer an enhanced aftermarket parts service to our global customer network.



Our multilingual customer support team provides a total gas turbine power plant parts sourcing and procurement service. The customer support team is dedicated to providing our clients access to high quality, cost effective spare parts to support both planned and forced outages. We view this service as a key component and extension to effective asset management.

If you need inventory spares or parts in support of any maintenance activity, TTS can provide them through our extensive network of suppliers, including, but not limited to:

- GE Parts for Frame 3,5,6,7, and 9
- Westinghouse 191,251 and 501
- Ruston
- Pratt & Whitney

SERVICES INCLUDE:

- On base devices and equipment
- Pumps and Valves
- Electrical, electronic and instrumentation
- Turbine & Generator control system spares
- OEM and Non OEM systems
- Consumables
- International shipping and logistics

OUR COMPANY

Serving the Power Generation Industry Since 1983

We Specialize

Gas turbine power plants are Turbine Technology Services' (TTS) core business, and our team of engineering professionals has the specialized expertise and depth of knowledge to meet the demands of our clients in the power generation industry.

From troubleshooting and upgrading gas turbine systems, to relocating entire power plants at a project's site, TTS offers specialized products and services that are tailored to our customers' needs and designed to meet their goals and objectives.

TTS knows gas turbines and our company offers OEM alternatives that can keep your project within budget without compromising exceptional results.

We Customize

TTS can customize any of our engineering solutions to address specific goals, objectives and tasks. As a versatile engineering services provider, TTS can provide complete solutions to your project— from start to finish.

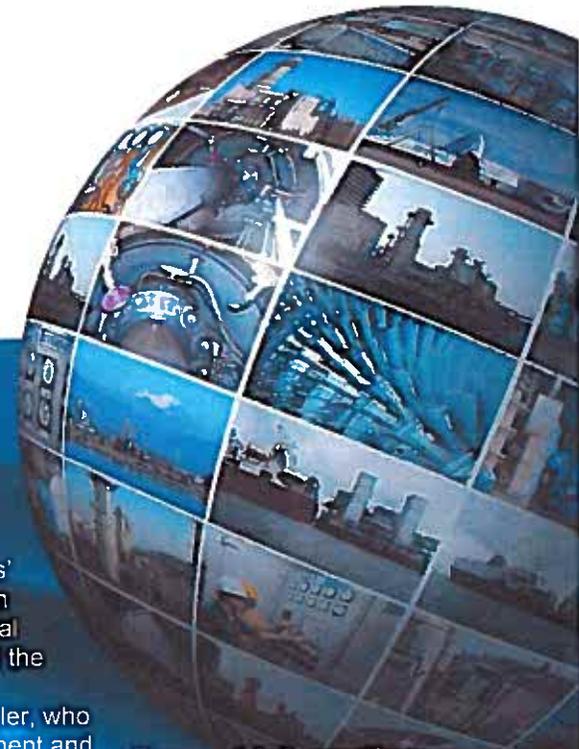
Given our longevity and experience, our engineering professionals are equipped to combine unique requirements into every aspect of the project plan.

TTS and our team of engineering professionals have the experience necessary to provide solutions for any customization project.

We Optimize

TTS can perform a comprehensive evaluation of your entire operation to generate detailed recommendations for increasing output, improving heat rate, improving reliability and availability, reducing operational and maintenance costs, and enhancing the lifespan of parts.

Additionally, TTS offers combustion tuning and performance testing, allowing you to utilize one source for testing and tuning services.



GLOBAL FOOTPRINT

Turbine Technology Services' engineers have worked for diverse companies in the industry all around the globe and bring this depth of knowledge and experience to our company to secure a strong footprint in:

- North America
- South America
- Europe
- Australia
- Asia
- Africa

TTS has the versatility and agility to provide gas turbine engineering services anywhere in the world. Our team of professionals can work with local and state governments, as well as other industry partners in developing solutions that can get the job done on time, within budget and with efficiency.

WESTERN HEMISPHERE

Turbine Technology Services' Western Hemisphere division covers North America, Central America, South America and the Caribbean. The division is spearheaded by Frank Hoegler, who manages business development and sales throughout the region.

EASTERN HEMISPHERE

Our Eastern Hemisphere division covers Europe, Australia, Asia and the Middle East. This division is spearheaded by Pat Begley.

AFRICA

Our African division is spearheaded by Tony Thornton.

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Orlando, FL 32826

A HISTORY OF INNOVATIVE ACHIEVEMENT

30 Years Serving the Power Generation, Process and Pipeline Community

Turbine Technology Services (TTS) is proud to celebrate 30 years of engineering excellence and industry leadership, delivering results to turbine users in the process and power generation industries.

1983 | The Beginning

Since 1983, Turbine Technology Services (TTS) has been providing the turbomachinery industry with high quality, cost-effective alternatives to the OEM. With more than 30 years in the gas turbine industry, TTS has offered its innovative control solutions and modernization and upgrade services to the mature gas turbine market in addition to offering a complete array of services to the industry, from state-of-the-art control components, combustion and dynamic tuning to performance testing on the latest "F" technology equipment.

1987 | Relocation

During the 1980s and 1990s TTS relocated and modernized over 40 gas turbines throughout the world. Many of these projects required 60 - 50 and 50 - 60 cycle conversions along with modernization of gas path and ancillary systems technology. TTS gave new life to neglected simple cycle gas turbines by relocating and reapplying them in combined cycle and cogen roles.

1987 | Powerlog Digital Data

First company to apply Powerlog digital data acquisition hardware and software to existing electro-pneumatic-hydraulic turbine controls.

1988 | Remote Access and Support

First company to apply remote access systems to support and troubleshoot gas turbine operational failures. Ref. ASME Extending Expertise through State-of-the-Art Monitoring.

1989 | High Speed Electronic Servo Valves

Pioneered application of high speed electronic servo valves to large gas turbine applications.

1994 | Advanced Mechanical Maintenance Methods

In its early history TTS pioneered new maintenance techniques to shave up to 50% off otherwise lengthy procedures.

1994 | Online Reference Library

In the 1990s, TTS pioneered the first comprehensive online relational reference library, known as MasterMind™. It linked the sources of all critical alarms and trips on the control screen to all documented detail and live control data related to that root cause.

1995 | Wearable Process/Power Plant Control

First company to create a wearable Human Machine Interface for wireless Process/Power Plant control.

1998 | Dry NOx Control Fuel Systems

In 1998 TTS, together with a leading combustion hardware designer, created the first non-OEM dry low NOx type combustion system.

1998 | Remote Worldwide Access

First to provide inexpensive integration of control platforms from diverse OEMS to provide for remote worldwide access.

2002 | Bundled Tuning Services

TTS was the first to integrate combustion emissions, dynamics and controls tuning into a comprehensive service. Today, our team of experts tune OEM combustion systems to bring them into compliance. Precise fuel split and dilution hole changes are made in the field, saving days of potential down-time.

2005 | Future-Proofing for Sustainability

TTS begins applying its unique experience in gas turbine technology to retrofit hundreds of existing gas turbines to burn HFO, RFO and blends of low BTU gas fuel from coal, petroleum coke and other syngases.

2008 | Frame 7 Modifications

TTS successfully undertakes the modification of Frame 7 units for 50HZ applications.

2010 | Industry Leadership Initiatives

TTS continues to increase its industry leadership through an enhanced set of products and services, along with a brand new corporate image that reflects Turbine Technology Services' outlook for success in the second decade of the millennium and beyond.

2011 | Triple Modular Redundancy Introduction

In response to the demand of gas turbine users to maintain the triple modular redundancy (TMR) functionality provided with their OEM gas turbine control system, TTS developed the first aftermarket Industrial Gas Turbine control system with full TMR functionality utilizing open architecture and non-proprietary, commercially available hardware.

2012 | Combustion System Auto Tuning System

TTS, a pioneer in aftermarket combustion system technology, develops an "auto tuning system" for use on advanced class gas turbines equipped with Dry Low NOx combustion system. The system automatically keeps the gas turbine operating within allowable emissions levels and in compliance with air quality permitting while protecting the combustion system from damage due to excessive wear and tear and combustion system operational excursions.

Turbine Control Systems

TTS' Turbine Control Systems are built on the most advanced programmable controller platforms available today and each system is designed using the latest in distributed control philosophy to suit specific customer requirements.

To date, TTS' Systems are installed on over 5200MW of generating capacity throughout the world with millions of operating hours recorded. Turbine Technology Services supplies a comprehensive package of engineering, hardware and technical support to complete a control system upgrade. This package includes overall system design; all controller and operator interface hardware, software, and installation drawings; instruction manuals; training manuals and technical direction for system commissioning.



TMS-1000 Control Systems

The TMS Series™ 1000 Turbine Control System (TMS-1000) is a digital control system designed to provide enhanced control and protection for the Gas Turbine train while maintaining the original system functionality.

TTS utilizes Rockwell Automation's *ControlLogix* platform, which offers the user a high-speed, high-performance system. The controllers perform all of the sequencing, fuel control and protection that is necessary for proper gas turbine operation. The TMS-1000 system is available for use on all Heavy Duty Industrial and Aeroderivative Gas Turbine models and is intended to replace legacy analog and digital control systems. Benefits include:

- Improving existing control system performance & reliability
- Optimizing unit output and efficiency
- Eliminating dependence on OEM for spare parts & repairs
- Reducing the cost of spare parts and/or repair
- Improving the amount of quality of information the system provides to operators and engineers
- Providing additional features to enhance unit operation and maintenance

We supply a comprehensive package of engineering, hardware, and technical support to complete the control system upgrade, which includes overall system design; all controller and operator interface hardware; software, and installation drawings; instruction manuals; and technical direction for system commissioning.

Triple Modular Redundancy

The TMS Series™ 1000 Triple Modular Redundant Turbine Control System (TMS-1000R) is a digital control system designed to provide maximum safety and system availability for the Gas Turbine train while maintaining the original system TMR functionality. TTS utilizes a Rockwell Automation/ICS Triplex Trusted™ TMR platform, which offers the user advanced fault tolerance and fail-safe features, along with high-speed and high-performance.

The processors perform all of the sequencing, fuel control and protection that is necessary for proper gas turbine operation. TMS-1000R is a replacement for any TMR control system such as the GE MKIV, V and VI systems as well as being an upgrade to the safety of any other OEM gas turbine control system.

Combining Hardware Implemented Fault Tolerance (HIFT) and TMR technology, the Trusted™ platform offers users capabilities to include Safety Integrity Level of 3 (SIL3) and fault tolerant; stable and predictable operation, high capacity and high speed; and ease of use and maintenance.

The TMS-1000R system is available for use on all Turbo Machinery Control (TMC) —compressor and gas turbine control— and it is intended to replace legacy TMR control systems.

Balance of Plant Control System Solutions

Traditionally the Gas Turbine Control System was autonomous and connected to the rest of the plant via a communications link. With the advances in communications options, I/O types and the capabilities of programmable controllers, the Gas Turbine Control System can be a fully integrated component in an overall Balance of Plant Control System (BoP). The Balance of Plant Control System uses the same controller and I/O platforms and communicates on a common bus, sharing all plant parameters.

Typical systems include, but are not limited to:

- Liquid Fuel Treatment/Forwarding/Storage
- Gas Fuel Compression
- De-mineralized Water Treatment
- Plant Instrument Air
- Plant Cooling Water Systems
- Switchgear Interface



Human Machine Interface System

The TMS 1000 HMI (Graphic Interface for the TTS TMS-1000 Control System) is available in a variety of platforms and covers numerous makes and models of gas turbines.

New Designs and Features:

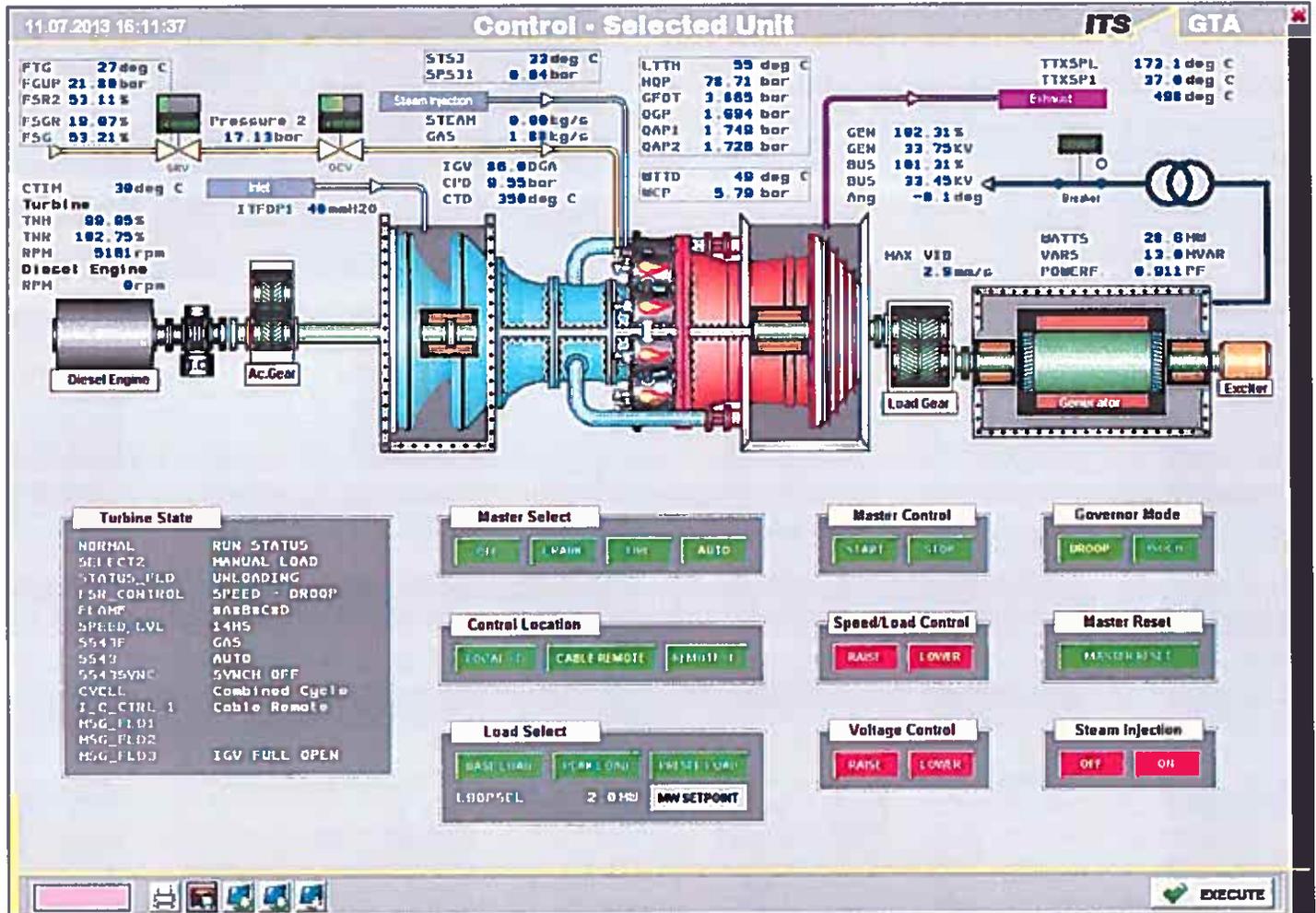
- Simplified Navigation
- Descriptive Tooltips
- New Logic Controlled Analog Blocks Design with Optional Imperial/Metric Display
- TTS Developed Language Dictionary For Dual Language Applications
- Simplified Trending Selection
- Advanced Analog Data Popup

TTS offers the following HMI services:

- New HMI for our own systems
- Upgrade to existing HMI for our own systems
- Upgrades to other OEM systems – GE

TMOS-1000

TTS offers the TMOS-1000 as a replacement for existing OEM turbine and balance of plant control system HMIs on most gas and steam turbine applications. The TMOS-1000 can be connected to a Speedtronic™ control system with no modifications and little effort and completely replace an <I> or a Cimplicity® <HMI>. All the functions previously provided by the original machine interfaces are available via the TMOS-1000, with the additional benefit of enhanced capabilities and functions.



General Characteristics:

- Universally applicable
- Simple and effective operation
- Minimal re-training required on the new system, which is provided with comprehensive documentation
- Ease of installation of software updates
- No shutdown required resulting in short installation and integration times
- No alteration of controls or network is required
- Complete remote maintenance is possible
- Computers supplied are of high quality, reliability, and performance from leading computer manufacturers
- Widely used operating system (Microsoft Windows 2000) with simple network capabilities
- Constant development and improvement of the software increases product reliability
- Short period for realization of customer's request
- Can be used as a gateway between other control systems and OEM controls
- Sold as a complete package, all functions are immediately available for use
- Historian included



Motor Control Center(s)

Often overlooked during system upgrades, the Gas Turbine Motor Control Center (MCC) is a key element in assuring reliability for a turbine generator package. TTS can provide either a new complete replacement MCC, or a system fully integrated into the new TMS-1000 Turbine Control System using a combination of "point I/O" and Allen Bradley's Intellicenter technology. Benefits for our new MCC include:

- **Built-In DeviceNet: 8A, 600V, Class 1 cabling**
- **Flexible Viewing Location: IntelliCENTER software can be run on DeviceNet, ControlNet, or EtherNet/IP**
- **Plug and Play - configured and tested at factory prior to shipment**
- **Reduced control cabling**
- **Increased motor running data available to operator and maintenance**
- **Reduced cost versus upgrading existing MCC with component replacement**

CMS-1000 Combustion Dynamics Monitoring System

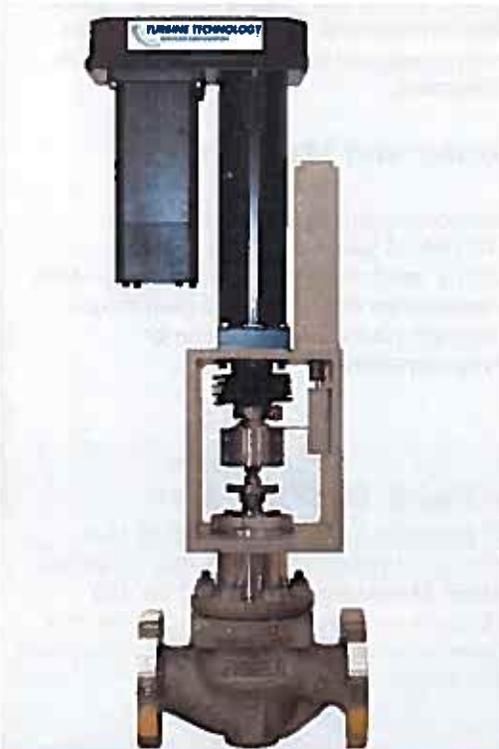
Dry Low NOx combustors designed to meet today's stringent emissions regulations must operate at very lean fuel-to-air ratios in order to meet single digit NOx limits.

Operation at fuel/air ratios close to the lean flammability limit make Dry Low NOx combustors prone to dynamic pressure oscillations that can lead to accelerated wear and mechanical distress, flashback of the flame into the premixer, or lean blow out trips.

Regular tuning of these systems is required to ensure compliance with emission regulations and long term component integrity. TTS' CMS-1000 CDMS is specifically tailored for measuring dynamic pressure pulsations in gas turbine Dry Low NOx applications. Hardware configuration and setup are simple, and the software is user-friendly and provides data in formats that Dry Low NOx tuners and operators need to easily optimize their operation.



This system is available in two configurations: CDMS portable system and CDMS permanently installed system.



ElectroFlo® Electronic Control Valve

Fast and accurate flow control for combustion turbine applications is more accessible with the ElectroFlo® Electronic Control Valve. Developed by TTS, the ElectroFlo® Valve surpasses the response and accuracy of most pneumatic and high pressure hydraulic systems, while eliminating many of the complications associated with each.

With the ElectroFlo® Valve and other suggested modifications, TTS can completely eliminate all hydraulic and pneumatic accessories found on typical gas turbines. The ElectroFlo® Valve has over 10 million installed hours in applications controlling fluids from natural gas and diesel fuel to steam and water for NOx abatement.

Using TTS' ElectroFlo® valve offers the potential to make the turbine operation more reliable by eliminating pneumatic and hydraulic systems and components which are prone to failure.



We Know Gas Turbines

TTS is at the forefront of power generation innovation, providing expertise and knowledge to enhance and extend turbine equipment's lifetime and performance.

ENGINEERING AND CONSULTING SERVICES

Industry-Leading Consulting for the Turbomachinery Community



Consulting and Design Services

TTS offers industry-leading consulting, field and design services to gas turbine owners and operators worldwide as well as a wide range of services to utilities, independent power producers and private sector enterprises. Our engineering consultants deliver proactive evaluation and solutions for gas turbine owners and operators. TTS field engineers focus on implementing our effective designs, providing thorough evaluations, supervising contractors and suppliers, and coordinating all plant interfaces.

Project Management

TTS takes a "systems approach" to every project we manage. Our engineers can combine gas turbine enhancements into one comprehensive package. Each of our project managers brings a strong combination of experience and specialization to every major project. TTS is a proven alternative for turnkey relocation and installation projects, and our project management teams will cover all of the following aspects of a project:

- Design Engineering
- Field Engineering
- Logistic Planning
- Performance/NOx Testing/NOx Tuning
- Craft Labor/Technicians
- Emissions Compliance
- Equipment Installations
- Material Acquisition

Technical Direction

When it comes to overall gas turbine knowledge and experience, TTS is an industry leader in after market gas turbine support. Our technical directors have an extensive knowledge in mechanical, electrical, controls and support systems for many gas turbine manufacturers and models from the mature fleet to the most advanced models. We provide a completely integrated and tested maintenance solution for our customers.

Troubleshooting and Maintenance

Don't leave troubleshooting and maintenance to the inexperienced. TTS has 30 years of experience in supporting gas turbine users worldwide and our engineers have decades of experience on many OEM platforms. We can begin to support your troubleshooting or maintenance activity immediately.



We Know Gas Turbines

TTS' projects have been featured in a variety of industry publications, including POWER Magazine, Cogeneration and On-Site Power Production Magazine and numerous other global turbine engineering publications and journals.



Start-Up Commissioning Services

Whether it is a new plant start-up, unit relocation or post maintenance activity, Turbine Technology Services can provide the expertise required to commission your gas turbine and driven equipment. TTS can provide qualified commissioning engineers experienced in:

- Gas Turbine Control Systems
- Gas Turbine Mechanical Systems
- Generator Control, Protection & Excitation Systems
- Process and BoP Systems
- Electrical Systems – LV, MV and HV

TTS also provides back office engineering support to quickly and effectively answer any issues that arise during commissioning activities.

Through this combined expertise – on site and in the office –TTS is able to offer our clients fast, efficient, cost effective and most importantly safe start up of their assets.

Combustion Dynamics & Emissions Tuning

For Dry Low NOx combustion systems, combustion dynamics tuning is required during initial unit start-up and periodically thereafter any time combustion or hot gas path hardware is changed out. Additionally, combustion dynamics tuning may be required to help meet your goals for operational flexibility.

Combustion dynamics tuning involves the acquisition and analysis of real-time dynamics data using locally installed equipment and adjustment of a gas turbine's operating configuration. Tuning minimizes emissions and combustion hardware stress levels.

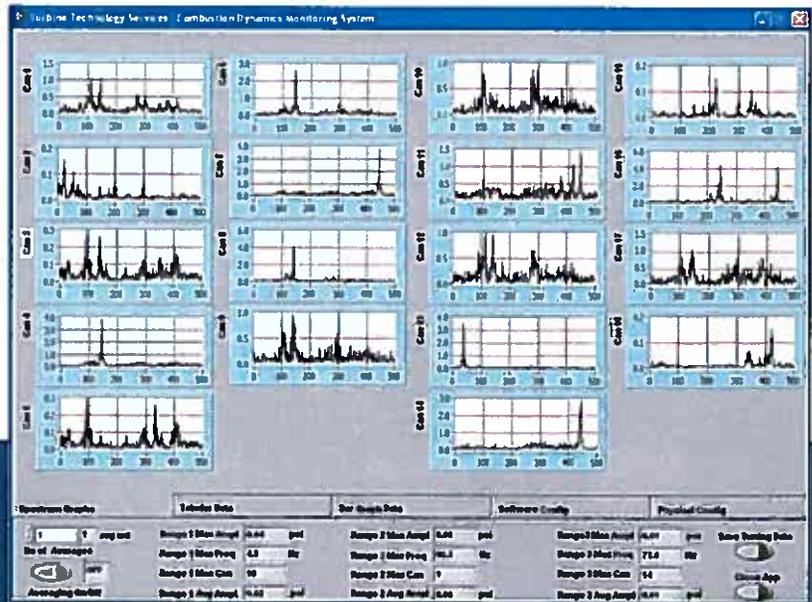
Monitoring services allow real-time analysis of combustion dynamics, identification of changes to a unit's operating profile and recommendations for corrective tuning. Customers benefit from improved reliability, availability and regulatory emissions compliance as a result of combustion dynamics tuning.

Comprehensive Dry Low NOx Services:

- Dry Low NOx Tuning
- Auto Tuning
- Operational Troubleshooting
- Maximize Load Turndown
- Training

Comprehensive Performance Optimization:

- Improved Output and Efficiency
- Cold Weather Optimization



TTS is trusted by governments and private industry customers alike—and our reputation in global power engineering is why we continue to excel and succeed.



Our global footprint covers some of the most remote locations in the world, where power equals opportunity and prosperity for the people, companies and communities that depend on reliable energy generation.

Unit Performance Optimization Programs

Turbine Technology Services' experience and expertise in the optimization of gas turbines offers exceptional benefits for your power generation facility. Gas turbine performance optimization is a process where control systems are improved to minimize fuel consumption while maintaining optimal unit output.

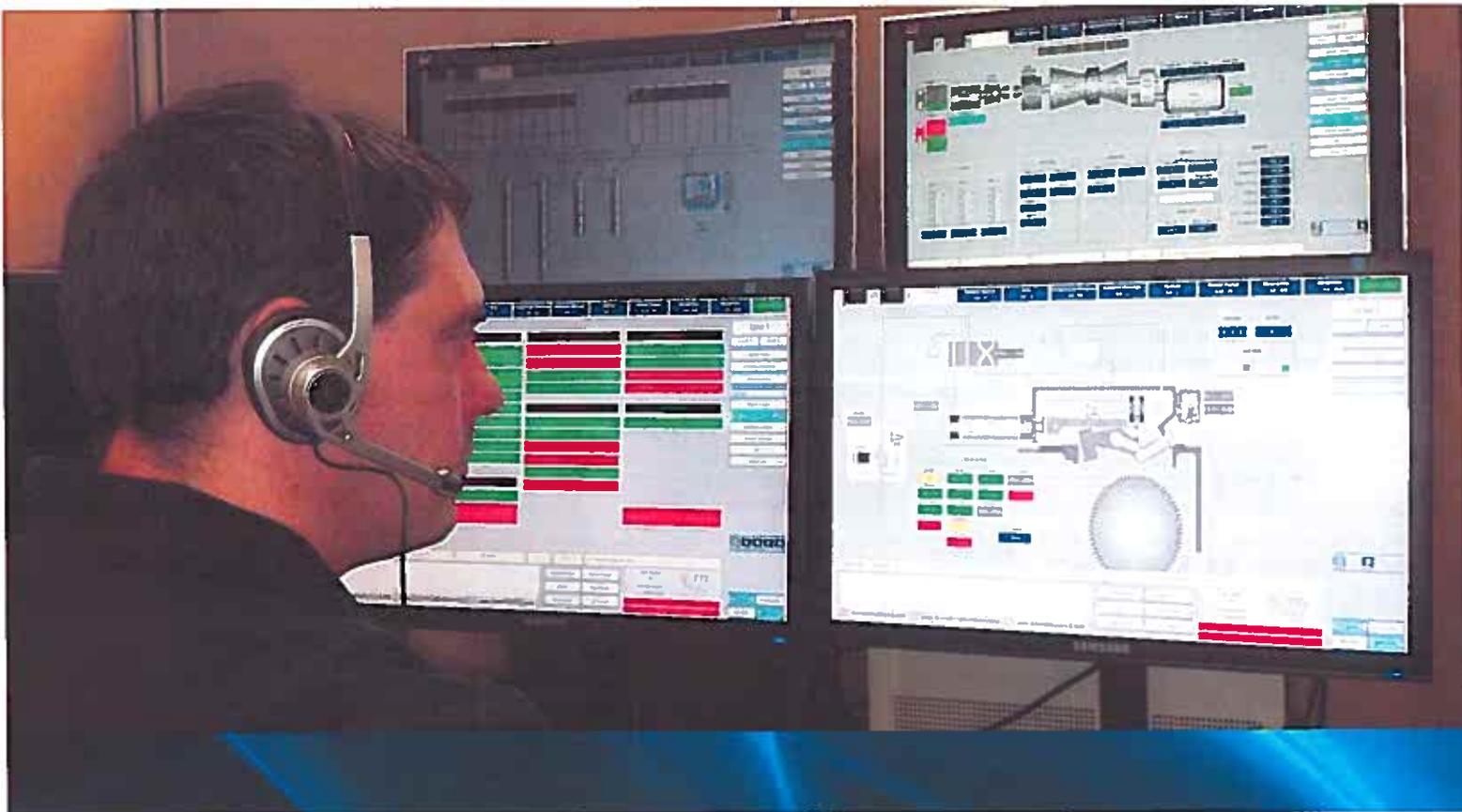
TTS' knowledge of gas turbines uniquely positions Turbine Technology Services to become your optimization partner and help you enhance your power generation system. Our unit performance optimization programs protect and optimize the performance of your gas turbine, the most expensive and important element in a power plant.



Remote Access Support

Turbine Technology Services lets you access and monitor turbine control data and applications from anywhere in the world for added redundancy and flexibility. Our remote support service also allows our global network of turbine specialists to remotely monitor and troubleshoot your turbine problems, and/or to make controls modifications from our offices in Orlando, Florida or any other location with ground or satellite internet access.

During commissioning and troubleshooting this remote "knowledge network" supplements the expertise of our on-site staff to provide enhanced problem review and diagnosis, resulting in faster turnaround times, shorter outages, and time and money savings. All remote support connections use high level encryption and will follow your corporate protocol ensuring all data is secure and access is controlled. TTS' Remote Access Support can help manage the cost of field service work with a more attractive cost option and with the same level of expertise you expect from our engineers.



TURBINE INSTALLATION AND REAPPLICATION SERVICES

No matter where a turbine is located or where its final destination may be, Turbine Technology Services is ready to install and reapply it quickly and efficiently.

The relocation of a used gas turbine-generator set is very different from a new unit installation. Relocation projects are typically fast-tracked, requiring immediate equipment availability, and there is little time available for all the engineering and modification work that may be required.

Turbine Technology Services can support your turbine installation and reapplication needs anywhere in the world, offering a complete package of services to ensure that your capital investment is well taken care of before, during and after its reapplication.



TTS is uniquely positioned with the knowledge and expertise required for successful relocation projects, and our engineering team has the specialized skill set to provide a complete solution.

- Original Plant Disassembly
- Transportation and Logistics
- New Plant Layout Engineering
- Fuel Conversions
- Frequency Conversions
- Electrical One-Line and Protection Engineering
- Emissions Control and Compliance
- Equipment Upgrades and Modifications

Relocation & Reapplication Service Projects

9 Frame 6 Power Barges

TTS was the EPC contractor for the relocation of these units from the Philippines to Nigeria. In addition to the basic relocation and commissioning work, the project also required 60/50Hz frequency conversions, fuel system conversions, emissions controls equipment, demin-water plants and new control systems. The project was completed ahead of schedule.

8 Frame 7B Turbine-Generators

TTS provided extensive technical direction and project management for the relocation of these units from South Korea to sites in the USA. In addition to project supervision, TTS was also the overhaul and upgrade contractors for much of the work required to convert them from 7B/liquid fuel configuration, to 7E/gas fuel/low NOx combustor design. The first of these projects was completed in eight months—from South Korea disassembly to USA operation.

4 Frame 7EA Turbine Generator Sets

In 2009, TTS made history by being the first company to engineer and install Frame 7EA turbine-generators in a 50Hz country (Kuwait). The commissioning of the units required a long and complex engineering process, much of which had to be performed at the site in Kuwait. The frequency conversion required the addition of a gearbox and auxiliaries, generator modifications, plant layout engineering, generator design and protection, plant electrical design, diesel starting systems, modifications to all on-base auxiliaries, and controls engineering.

This project was showcased on the November-December 2010 issue of Cogeneration & On-Site Power Production magazine—including the diverse modifications and upgrades on the power plant's gearbox and auxiliary lube oil module, starting motors and auxiliaries, fuel system conversion, BoP engineering, plant-wide control systems and state-of-the-art central control room.

CONVERSION, MODIFICATION AND UPGRADE SERVICES

Reducing Operational Cost Through Modernization

Turbine Technology Services can provide engineering and consulting services for a wide range of projects including frequency conversions, fuel system conversions, emissions abatement systems, auxiliary system modification, instrumentation and control system modification. The benefits of modernizing or upgrading a gas turbine can lead to improved component durability; reducing the need to replace or recondition parts and components. The result of the upgrade or modernization efforts can also lead to a reduction in the cost of maintaining the power plant.

Frequency Conversions

Frequency conversions are required when a unit is relocated from a 50Hz system to a 60Hz system or vice versa. TTS has undertaken numerous frequency conversions on a variety of units, the most complex of which was a recent reapplication project of 4 direct drive 60Hz GE Frame 7EA units to a 50Hz location in the Middle East. When undertaking a frequency conversion project, TTS considers and reviews a range of items, including:

- All AC Motors and associated driven equipment
- Load Gear modification or installation requirement
- Generator design limitations
- Generator excitation and protection requirements
- Control system requirements
- BoP requirements

TTS has the technical resources and expertise to manage all of these areas and make certain that each is addressed correctly to ensure optimum operation of the unit in its new location.



TTS' conversion modification and upgrade services change the configuration of systems on the gas turbine to suit changing site conditions and provide modern alternatives to obsolete systems thus helping extend the operational lifetime of your equipment. In the image above, a 100,000 HP load gear is being installed into a direct drive MS7001EA turbine allowing operation at 3000 rpm/50 Hz.

Fuel System Conversions

In today's demanding power generation markets, fuel cost and availability have become critical items for most gas turbine users. As such, the ability to switch fuels has become an important competitive advantage. TTS has extensive experience in the provision of complete fuel conversions for gas turbine units, allowing users to consider a variety of options, including:

- Liquid to gas or gas to liquid fuel
- Single liquid or gas fuel to dual fuel on gas and liquid
- Dual liquid or dual gas
- Conversion to Dry Low NOx
- Conversion to HFO or Residual Fuel
- Conversion to Naphtha
- Conversion to non-standard or low-BTU gas

TTS can undertake an entire fuel conversion project in all of these scenarios, including using our gas turbine expertise in making diverse hardware and software system modifications required on the existing control systems.

Auxiliary System Modification

On older gas turbines, many of the original auxiliary systems have become obsolete and difficult to maintain. In addition, better versions of these systems have been developed and new systems, which further benefit the unit, have been designed. TTS can provide and install a range of auxiliary system modifications, which are fully engineered for your unit, including:

- Pneumatic or Hydraulic Fuel Valve Replacement
- Ratchet Upgrades
- Quick Restart Systems
- Pneumatic System Modifications (PS&G Panels)
- Inlet Misting
- Inlet Cooling
- Starting Means Modifications
- Atomizing Air Modifications
- Flow Divider Modifications
- Compartment Cooling Modifications

If you currently have problems with existing auxiliary systems or wish to add an additional system, contact us to request a review of your unit and we will provide the optimum solution for your requirement.



Emissions Abatement Systems

As the international community transitions into a Green Economy driven by sustainable engineering practices, concern for environmental optimization is prompting governments throughout the world to require gas turbine users to reduce NOx emissions from their units.

Environmental requirements can vary from country to country and even site to site within a country. The most cost effective systems will depend on many factors including available resources and governmental regulations.

TTS has extensive experience in the provision of complete emission abatement systems for gas turbine users including both "wet" and "dry" systems. TTS can work with each customer to analyze their required NOx levels and the cost of each potential NOx reduction approach to identify the most cost effective system for each individual case. In addition, we can also provide NOx emission calculations for each of the possible cases to assure the compliance of the system before its installation.

Once the optimum solution has been identified, TTS can undertake the entire conversion including all required hardware and the software system modifications required on the existing control systems or the provision of new systems as necessary.

Instrumentation and Control System Modifications

In addition to providing complete control system upgrades with the Turbine Management System (TMS) range of products, TTS can provide support and replacement components on a number of existing control systems and sub-systems, including:

- GE Speedtronic™ System DOS replacement
- GE Speedtronic™ System DOS upgrades to Cimplicity™ HMI equivalent
- GE Speedtronic™ System Cimplicity™ <HMI > replacement
- GE Speedtronic™ Mark I, Mark II, Mark IV, Mark V, and Mark VI engineering and modifications, including parts as required
- WDPF engineering and modifications, including parts as required
- On base transmitter and device upgrades
- TTS HMI upgrades

BARGE MOUNTED POWER PLANTS

Barge mounted power plants have always been a popular alternative to land based plants because they can be moved quickly to meet power supply needs. Quality relocation services are necessary for barge mounted power plants to be transported and fulfill areas of need with safety and efficiency.

The relocation of barge mounted power plants is a complex process in which sound planning and engineering are necessary. Along with experience in the basic relocation work, the ability to provide commissioning and supplemental installation services is critical to the success of any relocation.

A global leader in engineering consulting, Turbine Technology Services has a strong reputation in relocating multiple barge mounted power units ahead of schedule. TTS can provide any or all of its engineering, procurement, project management, commissioning and construction services to ensure a successful barge reapplication.



TURBINE TECHNOLOGY
SERVICES CORPORATION

We Know Gas Turbines

CONTACT INFORMATION //

Main Phone: +1 (407) 677.0813

General Inquiries: inquiry@turbinetech.com

Spare Parts Inquiries: parts@turbinetech.com

Office Address:

12661 Challenger Parkway

Suite 250

Orlando, FL 32826

www.turbinetech.com

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Business Profile

Contact Information

Turbine Technology Services
12661 Challenger Parkway, Suite 250
Orlando, FL 32826
USA
Phone: +1 (407) 677-0813
Fax: +1 (407) 386-6293
Web site: www.turbinetech.com

Type of Business Organization

Turbine Technology Services is incorporated in the state of New York, USA.

Date Established/Inception of Present Management

Turbine Technology Services (TTS) was originally formed and incorporated in the year 1983.

In 2000, TTS was acquired by the Teleflex Corporation and operated as a business unit within their Sermatech Power Solutions division. In 2000, TTS had sales of approximately USD \$45 million.

In May 2004, as part of an overall divestiture by Teleflex of its Power Solutions group, TTS reverted to a private and independently held corporation.

Business Description

TTS, headquartered in Orlando, Florida, is a full service engineering firm that specializes in products and services for the heavy-duty and aeroderivative Gas Turbine industry.

Former Gas Turbine OEM international field engineers founded the company in 1983. At its inception, the company focused on providing high-quality mechanical and control system related services to Gas Turbine owners. Over time, the company developed a full range of project skills that were performed on many hundreds of Gas Turbines throughout the world. These services varied from simple technical direction and consulting all the way up to full Engineer, Procure and Construction (EPC) of international power plants.

The original TTS Company served the Gas Turbine industry for almost twenty years until its people and intellectual resources became part of the Teleflex Corporation's Sermatech Power Solutions in late 2000.

In May 2004, TTS was reacquired by several of its previous principals and is once again a fully independent provider to the Gas Turbine industry.

Having already served the power generation industry for 30 years, TTS has a reputation for expertise, innovation, and an ability to customize solutions to meet any individual project goals. TTS offers a complete range of engineering services including consulting; project management; plant design, construction and relocation; and long-term service agreements.

The company also offers modernization services – including conversions, modifications and upgrades – that provide customers with practical solutions to the problems of keeping up with ever-progressing technology in the power generation industry.

The backbone of these services is the Turbine Management System family of system solutions: components designed to function individually, or as part of a complete retrofit package, to improve system performance and reliability, optimize output and efficiency, and reduce operation and maintenance costs.

TTS offers many additional services to customers seeking to maximize their facility resources. TTS offers comprehensive diagnostic evaluations, testing, and tuning services that generate detailed recommendations for increasing the reliability and availability of parts and systems. TTS' Remote Support Services allow qualified experts to get online with customer control systems to instantly monitor and analyze operating data, troubleshoot problems, and control plant operation right down to startup and shutdown.

Officers and Management

Tony Thornton, President; Sales, Africa
Patrick Begley, VP Sales; Middle East, Africa, Asia
Frank Hoegler, VP Sales; Americas
Patrick Morgan, VP Engineering
George Gramatikis, Strategic Development Officer

Resumes of Project Personnel

See relevant section later in document.

Office and Shop Facilities

Our main engineering and operational headquarters are in Orlando, Florida.

TTS also retains a number of key sub-contracted facilities throughout the US and Internationally for the purpose of manufacturing and testing our turbine systems-related products. Several of these facilities are connected with TTS through the use of either license agreements or other contractual working agreements.

Typical Size of Contracts

There is no minimum or maximum limits to any type of project.

TTS will only pursue projects as long as we can provide resources that meet the quality, expertise, and dedication that is required.

Work Sub-Contracted to Others

We are often required to provide installation services for electrical and mechanical tasks that require us to sub-contract. We have built solid relationships with various mechanical and electrical contractors, allowing us to provide these types of services.

Bank References and Financial Statements

For understandable and practical reasons we restrict financial information. This information can be provided upon request for potential clients.

Liability Insurance, Professional Liability, General Liability, and Workman's Comp.

BB&T - J. Rolfe Davis Insurance
850 Concourse Parkway South
Suite 200
Maitland, FL 32751, USA
Michael Riles (307) 691-9855

Federal Tax Identification Number

20-1173017

Dun & Bradstreet Number

14-450-6771



2016-90-9013
City of Lake Worth
Section D
Proof Of Licenses

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

State of Florida

Department of State

I certify from the records of this office that TURBINE TECHNOLOGY SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on February 7, 2006.

The document number of this corporation is P06000019713.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 10, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of May, 2014*



Ken DeFina
Secretary of State

Authentication ID: CU6670000661

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06000019713

Entity Name: TURBINE TECHNOLOGY SERVICES CORPORATION

Current Principal Place of Business:

12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826

Current Mailing Address:

12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826

FEI Number: 20-1173017

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

THORNTON, ANTHONY
12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name THORNTON, ANTHONY
Address 12661 CHALLENGER PARKWAY,
SUITE 250
City-State-Zip: ORLANDO FL 32826

Title V
Name BEGLEY, PATRICK
Address 12661 CHALLENGER PARKWAY,
SUITE 250
City-State-Zip: ORLANDO FL 32826

Title V
Name MORGAN, PATRICK
Address 12661 CHALLENGER PARKWAY,
SUITE 250
City-State-Zip: ORLANDO FL 32826

Title V
Name HOEGLER, FRANK
Address 12661 CHALLENGER PARKWAY,
SUITE 250
City-State-Zip: ORLANDO FL 32826

Title V
Name GRAMATIKAS, GEORGE
Address 12661 CHALLENGER PARKWAY,
SUITE 250
City-State-Zip: ORLANDO FL 32826

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANTHONY THORNTON

PRESIDENT

01/06/2016

Electronic Signature of Signing Officer/Director Detail

Date

15
P06000019713

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

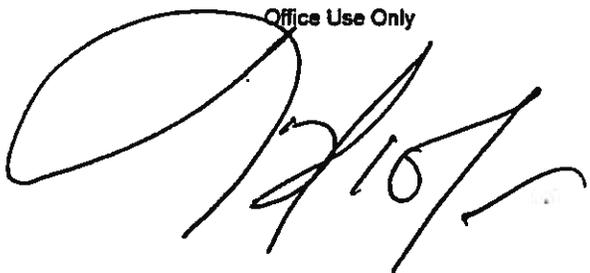
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
06 FEB -7 PM 3:21
CLERK OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Turbine Technology Services Corporation
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

\$70.00
Filing Fee

\$78.75
Filing Fee
& Certificate of Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate of
Status

ADDITIONAL COPY REQUIRED

FROM: Anthony Thornton
Name (Printed or typed)

424 E. Central Blvd., Suite 316
Address

Orlando, FL 32801
City, State & Zip

407-677-0813
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be:

Turbine Technology Services Corporation

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailling address is:

424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Provide gas turbine engineering services.

ARTICLE IV SHARES

The number of shares of stock is:

100

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

List name(s), address(es) and specific title(s):

- Anthony Thornton - President
- Patrick Begley - Vice President Sales
- Patrick Morgan - Vice President Engineering
- Frank Hoegler - Vice President Sales
- George Gramatikis - Vice President Strategic Development

Address for all officers:
424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

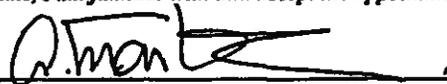
Anthony Thornton
424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Anthony Thornton
424 E. Central Blvd., Suite 316
Orlando, FL 32801

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity



Signature/Registered Agent



Signature/Incorporator

1/19/06

Date

1/19/06

Date

FILED
06 FEB - 7 PM 3: 21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Client#: 1409091

131TURBITEC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Turbine Technology Services Corporation 12661 Challenger Pkwy, # 250 Orlando, FL 32826	INSURER A : Hartford Fire Insurance Company NAIC # 19682	
	INSURER B : Twin City Fire Insurance Co. 29459	
	INSURER C : Lloyds (CRC) FOREIGN	
	INSURER D : Trumbull Insurance Co(Hartford) 27120	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1)16/17 GL,CA-BAI/PN** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	21CESOF3582	07/06/2016	07/06/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	21UENZP9420	07/06/2016	07/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		21HUSS3426	07/06/2016	07/06/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21WEAR1041	05/27/2016	05/27/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Primary Prof Liab		B0621PTURB000716	07/06/2016	07/06/2017	\$2,000,000 Ea Claim-Agg
C	Excess Prof Liab		B0621PTURB000616	07/06/2016	07/06/2017	\$1,000,000 Ea Claim-Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: RFP No. 16-209

Additional Insured status is granted with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

(See Attached Descriptions)

CERTIFICATE HOLDER City of Lake Worth Financial Services 7 North Dixie Hwy., 2nd Floor Lake Worth, FL 33460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Primary and Non-Contributory with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

Additional Insured status is granted with respect to Automobile Liability, if required by written contract, per "Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Primary and Non-Contributory with respect to Automobile Liability, if required by written contract, per "Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Umbrella is Follow Form over General Liability, Auto and Employers Liability, subject to policy terms & conditions.



2016-90-9013
City of Lake Worth
Section E
Evidence of Ability to Deliver

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

Over the last two (2) years TMOS has been installed on over fifty (50) units in the US with additional projects ongoing at the moment. Given this volume, the TMOS Group within TTS is very experienced in successfully completing HMI upgrade projects and in ensuring the seamless and efficient coordination with the Customer's engineering and IT departments throughout the project.

Since this requirement is for a single HMI on a single unit, the requirement is relatively simple. The general schedule for this project will be eight (8) weeks from receipt of purchase order and follows this general outline:

- Internal TTS Project Kickoff
- Customer Project Kickoff
- Procurement
- Acquisition and assessment of existing software
- HMI Screen Development
- Hardware Assembly and Setup
- Software Installation
- Internal FAT Testing
- Customer FAT Testing (approximately 2 days)
- Ship to site
- Installation, commissioning and informal training during this period (approximately 3 days)

TTS' Project Team will consist of:

- One (1) Project Engineer, who is the single point of contact for the project and will interface with Lake Worth's Project Engineer throughout the project to ensure technical continuity.
- Procurement
- A dedicated Contracts Administrator to ensure that all contractual obligations are carried out as agreed by the parties.

PATRICK F. MORGAN, Vice President of Engineering

Qualifications

30 years experience in Electrical and Control System Engineering in the Mining, Petrochemical, Oil & Gas and Power Generation industries. Specific expertise in Control and Protection System design and application engineering applied to Gas Turbines and Electric Generators.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Vice President, Engineering

Responsible for the engineering and technical operations of an international energy services company involved in the installation, conversion, modification, upgrade and operations of Heavy Duty Industrial and Aero Derivative Gas Turbine equipment.

SERMATECH POWER SOLUTIONS, Orlando FL

International Executive Manager – Middle East

Responsible for business development, sales and customer support in the region.

Vice President, Turbine Systems Engineering

Responsible for the engineering and technical operations of the Turbine Systems department providing conversion, modification & upgrade products for Heavy Duty and Aero Derivative Gas Turbines.

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Senior Project Engineer/Resident Engineer

Project Engineer on multiple Gas Turbine Controls Upgrade and Fuel System Conversion projects. Engineering scope included conceptual engineering, proposal support, procurement and application engineering as well as installation and commissioning.

KVAERNER ENERGY LIMITED, Clydebank, UK

Senior Field Engineer

Travelled internationally providing site supervision and technical direction on turbine control system upgrades, turbine base rewires and major mechanical maintenance projects on GE Heavy Duty Industrial Gas Turbines.

Electrical Design Engineer

Responsibilities included initial design, component selection, documentation, preparation and customer contact. Electrical design of control schemes for low voltage motor control centers and switchboards, design of protection and control equipment associated with gas turbine generators.

Education

Executive MBA 2004, University of Central Florida, Orlando, FL

Bachelor of Electrical & Electronic Engineering 1991, Strathclyde University, Glasgow, UK.

Higher National Certificate in Electrical & Electronic Engineering 1987, Stow College, Glasgow, UK.

Affiliations

Member, Institute of Electrical and Electronic Engineers (IEEE).

Member, American Society of Mechanical Engineers (ASME).

JOHN SPRAGUE, Sr. Project Engineer

Qualifications

15 years turbine experience completing offsite remote control of GE Frame 5, 6 and 7 heavy industrial gas turbines and aero-derivative gas turbines (LM2500, P&W FT4) including automation of all necessary auxiliaries.

Expert in communications protocols and technologies – Ethernet, TCP/IP, ControlNet, Modbus, Secure VPN, IPSEC. Hardware – Allen Bradley, Rockwell, GE Fanuc, Modicon, Prosoft, Rosemount.

Over three (3) years experience in field services and customer support for Pratt & Whitney jet engines. Extensive knowledge of computer and device networking and communication.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Project Engineer

Coordinating project related engineering of control system upgrades of MKII, IV and V control systems with intensive work on Human-Machine Interfaces (HMI) based in PC terminals including TMOS and Wonderware. Oversee construction, installation, implementation, and training for TTS' TMS-1000 control system upgrades.

Field engineering and troubleshooting of gas turbine control systems for MK IV and V and Allen Bradley PLCs.

UNITED TECHNOLOGIES CORP., PRATT & WHITNEY LME, West Palm Beach, FL

Customer Support Engineer – Mechanical Components

Utilized the Integrated Product Team (IPT) for design influence and field problem resolution of Lube System issues in the F100 jet engine family. Developed plans for implementing proposed corrective actions. Coordinated resolutions with the customer and the Supportability IPT and produced the necessary changes to technical manuals. Orchestrated hardware failure investigations to determine root cause and corrective actions.

BERNS, CLANCY AND ASSOCIATES, Urbana, IL

Network Administrator/ AutoCAD Technician

Installed and maintained a 15 station Windows NT network. Performed cost benefit analysis on software applications to determine appropriate purchase option. Procured, allocated, and installed computer hardware/software for end users. Provided consultation and training to users regarding software application. Developed timesaving applets for AutoCAD using Lisp programming. Supported design development and draft plans using AutoCAD for various civil engineering projects.

Education

Bachelor of Science, Engineering Design, University of Central Florida

Bachelor of Science, Computer Science, Florida Atlantic University

Speedtronic MK IV, MK V Turbine Controls, Orlando, Florida

Root Cause Analysis, Pratt & Whitney Training Facility, West Palm Beach, FL

TMOS Certified Architect – ITS, Neukirchen, Austria

DAVID DONNARUMA, Project Engineer

Qualifications

8 years of gas turbine industry experience. Completed offsite remote control of Frame Units; including automation of all necessary auxiliaries. Expert in communications protocols and technologies – Ethernet, TCP/IP, ControlNet, Modbus, Cisco Switching and Routing, Secure VPN, IPSEC, SQL, Visual Basic, Logix(5/500/5000), Wonderware, Cimplicity. Hardware – Allen Bradley, GE Fanuc, Modicon, Prosoft, Rosemount, Fisher, Moxa, XM, HP Server/Desktop platforms. Panel design, build and hardware installation experience: wiring, terminations, etc.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Project Engineer

Coordinating project related engineering of control system upgrades with intensive work on Human-Machine Interfaces (HMI) based in PC terminals. Oversee construction, installation, implementation, and Remote support, for TTS' TMS-1000 control system upgrades.

GE Frame5 Vibration Upgrade, Mexico

Commissioning engineer for Frame 5 XM independent vibration monitoring system. Site visit included loop check of all devices, signal injection and testing of independent trip system. Oversaw installation of proximiter probes for proximity vibration monitoring and axial float.

PowerPhase, Houston

Lead engineer for design, configuration and commissioning for valve sequencing and PID control. Worked with customer to engineer an application that would allow for PID controlled air injection into a frame 7F-class machine. Traveled to site for commissioning and testing of control box and Fisher air valves. Commissioned modbus communications link with Mitsubishi compressor controls.

GE Frame 7FA Alliant Energy, Wisconsin

Commissioned hardware upgrade of Cimplicity HMI. Customer training for Cimplicity edits.

GE Frame 5, 90-70 Arizona

Supported site DCS upgrade for remote communications from substation headquarters. Supported PLC logic edits for generator AVR upgrade to DECS 250.

GE LM2500, RX3i Arizona

Lead engineer for design, configuration and commissioning (startup) of the first ever application of a GE PacSystems RX3i on a LM2500. Removed and upgraded Woodward fuel control and 90-70PLC. Re-applied TTS TMS-1000 fuel control using Proficy Process Systems (Function Block, Ladder Logic, Structured Text). Modbus DCS interface configuration and testing.

GE Frame 7EA, MKVI Kuwait

Implement remote monitoring and control of GE Frame 7EA and balance of plant. Interfaced GE Cimplicity with: Allen Bradley ControlLogix and CompactLogix, GE MKVI, Modicon PLC, others. Installed HP Server rack and network infrastructure including Cisco switches and VPN router. Installed a fully redundant data acquisition system using GE Proficy Historian.

Central Monitoring Station Iraq

Participated in design and execution of a central monitoring station to remotely monitor 52 gas turbines. Turbines are spread over 12 separate sites and connected via satellite. Software packages included Kepware KepserverEX, Rockwell Software View SE with redundancy, PI Historian, and IMAC Alarm management. Provided remote support for commissioning via VPN to multiple sites around the country over satellite link.

GE Frame 5P, TMS-1000 Colombia

Worked on commissioning team for 1 GE Frame 5P. Loop checks of all on-base equipment and off-base auxiliaries, wiring changes, updated schematics, wrote logic for communication with Cutler-Hammer MCC, calibration of Rosemount transmitter. Made edits to Rockwell Software View SE and Allen Bradley Panelview.

W501D, TMS-1000 Venezuela

Worked on commissioning team for 1 barge mounted Westinghouse 501D. Designed and oversaw construction of barge security system. Provided startup engineering and troubleshooting support for 3rd parties. Edited Wonderware HMI and Allen Bradley Panelview at customers request to improve function and visibility of required turbine data.

Education

B.S.B.A., Management Information Systems, University of Central Florida



Organization

PATRICK F. BEGLEY, Vice President

Qualifications

34 years experience with gas turbine equipment in the power generation and process industries. Expertise in project management, system design and technical supervision of installation, commissioning, operation and maintenance of a large variety of heavy industrial gas turbines and associated equipment.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Vice President, Program Management

Responsible for development of product programs with specialist suppliers including ITS (TMOS), Young and Franklin (Electric Valves) and the TTS parts sourcing initiative for GE and Westinghouse Heavy Industrial Units.

Vice President, International Business Development (EMEA)

Manage establishment and development of International Sales and Marketing Program for Europe, Middle East and Asia (EMEA). Develop local partners in each target market. P&L responsibility for all projects in target markets including Westinghouse 251B11 barge mounted unit reapplication and recommissioning project in the Philippines.

Vice President, Long Term Service Agreements

Manage/develop Long Term Service Agreements and general business development for the GE and Siemens/Westinghouse Heavy Industrial Gas Turbine Market Segment.

General Manager, Gulf Region

Responsible for establishment of Houston office and presence in Houston market. Responsible for development of customer relationships. P&L and management responsibility for all projects in market.

HSDE, INC., HOUSTON, TX

Manager, Industrial and Marine Business Development

Responsible for all corporate sales and marketing for retrofit projects in North America.

Engineering Manager

Responsible for technical control solutions including technical aspects of bids and projects, sales support, customer interface and negotiation. Responsible for engineering standards, personnel issues and recruiting, resource allocation, training and in-house technical issues.

UNITECH DEVELOPMENT CORPORATION, SCHENECTADY, NY

Senior Application Engineer (Houston, TX)

Hardware design and application software for PLC-based turbine control system. System installation and commissioning. Business development functions, including project management, technical support, field support and training services to existing customers.

Sales and Marketing Manager (Houston, TX)

Established sales office in Houston area. Provided sales/marketing for UDC products.

CHROMALLOY HEAVY INDUSTRIAL TURBINE, DALLAS, TX

Senior Field Service Engineer

Performed all aspects of turbine maintenance/upgrade projects. Technical sales support, sales presentations, training course development and preparation of proposals.

GENERAL ELECTRIC COMPANY (GETSCO), SCHENECTADY, NY

Field Engineer

Supervision of installation/maintenance of existing turbines. Mechanical maintenance and installation, commissioning and maintenance of turbine control systems. Formal customer technical training courses, including operation and maintenance courses, as well as control system courses.



Organization

Education

MBA Executive Program, University of Houston
Bachelor of Science, Mechanical Engineering, University College Dublin
GE Technical Training Schools



2016-90-9013
City of Lake Worth
Section F
Professional Hourly Rate

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

1. Classification	Straight Time
1.1. Field Engineer	
Mechanical	\$210.00 / Hour
Controls	\$235.00 / Hour
Combustion Dynamics Tuning	\$250.00 / Hour
Electrical Specialist	\$165.00 / Hour
1.2. Project Manager	\$260.00 / Hour
1.3. Senior Consultant	\$305.00 / Hour
1.4. Remote Engineering Support	\$175.00 / Hour

Overtime rates shall be billed at one and one-half times the applicable straight time rate for the particular classification.

2. Definitions

- 2.1. Straight time shall be considered to be eight (8) hours per day, Monday through Friday. Time in excess of eight hours shall be billed as overtime.
- 2.2. Rates are shown as hourly and shall apply to day or night shifts.
- 2.3. Minimum workday shall be four (4) hours, plus travel time. For work in excess of four (4) hours, a full workday shall be charged.
- 2.4. Overtime rates shall apply for all work performed on Saturday, Sunday and U.S. Holidays.
- 2.5. Remote Engineering Support shall be any contact by a client, requiring technical assistance over the phone or thru remote electronic support (such as VPN). This classification also includes any office engineering such as report generation or system design / troubleshooting.

3. Expenses and Travel

- 3.1. Travel time for all personnel shall be charged at 75% of the applicable straight time per hour rate.
- 3.2. Lodging, air and ground transportation and miscellaneous travel expenses shall be charged at cost plus 10%.
- 3.3. Air travel shall be business class for all international travel.
- 3.4. A field engineering per diem of \$75 per day shall be applied to cover meals, laundry and other miscellaneous living expenses.

4. Outside Purchases

- 4.1. Requested materials and subcontractors supplied by TTS shall be billed at cost plus 15%.

5. Terms and Conditions

- 5.1. The rates contained herein are effective January 1, 2016 and shall remain in effect until further notice.
- 5.2. All work performed shall be subject to TTS Standard Terms and Conditions attached.
- 5.3. This proposal is intended for the sole use of the party named herein and may not be reproduced in whole or in part.

6. Payment Terms

- 6.1. Payment terms shall be due upon receipt of invoice, payable to TTS.



2016-90-9013
City of Lake Worth
Section G
Litigation and/or
Terminations

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

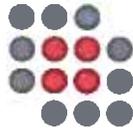
Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com



Not Applicable

**Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826**

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com



ControlSystem

TECHNOLOGIES



ORIGINAL

Date: August 23, 2016

To: Mr. Hirut Darge
 City of Lake Worth
 7 North Dixie Hwy.
 Lake Worth, FL 33460
 Fax: 561.540.5300
 Phone: 561.586.1651
 Email: hdarge@LakeWorth.org
 Customer PO#:



ORIGINAL

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if CST elects to accept an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

TYPE OF SERVICE:
 Technical Services Product
 Training Services
 Inspection

Quote #: CST8413R1 (RFP-16-209 GT-2 HMI Control)

Control System Technologies, LLC is pleased to provide the following Pricing & Work Description Quote:

Item	Description	Qty	Unit Price	Subtotal
1.0	<CST-S> (Server) Desktop Tatsoft Based System – All standard HMI screens included. Existing site specific HMI software is required to be provided to CST to implement screens in the <CST-S>. Custom screens are available on a T & M basis. Unit site directory (F:\) must be supplied with its Prom sub-directory. NOTE: The network to connect this equipment must be previously installed.	1 EA	\$38,495.00	\$38,495.00
2.0	Arcnet-Ethernet Conversion – Includes Hardware, Software, Licensing and Engineering. NOTE: The network to connect this equipment must be previously installed.	1 EA	\$12,875.00	\$12,875.00
3.0	Installation Support – Provide the services of an experienced Senior Turbine Controls Engineer to provide installation support. The above work is performed on a Time and Material basis at the hourly rates listed. Does not include tools, test equipment, shipping, etc. Airfare, rental car, travel and living expenses are billed at cost plus 15%. Travel time to/from job site is billed at Straight Time rates listed.	N/A	\$178.00/ST \$267.00/OT \$356.00/DT Domestic Rates	TBD
Total USD				Estimated less Shipping and Installation Support \$51,370.00

Commercial Issues

Delivery	6 - 8 Weeks A.R.O. At Receipt of Order	Payment Terms	NET 30 A.R.O. (At Receipt of Order) Full Payment Required Before Shipping
Shipping Method	FedEx	Shipping Terms	Added to Invoice
F.O.B.	Orlando, FL	This Quotation is valid until November 30, 2016.	

This quotation is for a contract to be performed by Control System Technologies, LLC and is subject to the CONDITIONS OF SALE FOR TECHNICAL ADVISORY SERVICES & MATERIALS, GC-11 R1.2. To indicate acceptance of this Quote for services, please sign below. Please issue the purchase order to Control System Technologies located at 6765 Narcoossee Road, Suite 136, Orlando, FL 32822. If you have any questions or comments, please do not hesitate to contact us.

Company: Control System Technologies, LLC

Company: _____

Signature: Kevin M. Singleton

Signature: _____

Name: Kevin M. Singleton

Name: _____

A. Letter of Transmittal

Control System Technologies (CST), and its sister company Global Instrumentation Specialists (GIS) were formed in 2012, emerging from its' predecessor Global Controls which originated in 1998. The two companies evolved from two divisions at Global Controls, to answer the demand from our customers for even greater specialized services, software and cutting edge technology. The company is managed by Mr. Ron Walker, an industry veteran with over 30 years of experience working with GE control systems. Ron and his team have integrated several product lines they have developed over the past 14 years.

In describing Control System Technologies relevant corporate experience in utility or heavy industrial atmosphere, we have worked with companies such as Duke Energy, Southern Co., Calpine, NRG, IP&L and DOW to name a few. These customers have experienced our installations at numerous sites and units regarding MkIV and MkV HMI, MkIV OIM, Arcnet-to-Ethernet, controls system and BOP DCS retrofits. Every service, installation and commissioning begins with our lead Senior Engineering team; consisting of Kent Prieskorn, Phil Foster and Ron Walker. They have a combined seventy plus years of turbine control engineering and commissioning experience.

As power generation equipment ages and threatens to become obsolete, Control System Technologies offers a viable and cost-effective solution to the need for modernization, upgrades and retrofitting. Extending the operational lifetime of equipment can ensure that your control systems perform competitively without a costly overhaul by the OEM. We are your aftermarket control systems partner, ensuring that your equipment continues to perform effectively for many years to come.

Control System Technologies offers a competitive alternative to the replacement of control systems, increasing the capabilities by taking advantage of the latest technologies, software standards and the knowledge of our experienced controls engineering team. We live, breathe and thrive in the power generation industry, allowing us to provide true solutions, relevant expertise and knowledge when you need it most.

Kevin Singleton is our *Inside Sale Manager* and has full authorization to make presentations for CST (Control System Technologies). His contact information is:

Cell: 407.405.0099, Email: kevin.singleton@CSTFS.com , Web: www.CSTFS.com

Signature _____





B. Addenda

CST (Control System Technologies) acknowledges receipt of each addendum issued by the City of Lake Worth respective to this RFP.

Kevin Singleton is our *Inside Sale Manager* and has full authorization to make presentations for CST (Control System Technologies). His contact information is:

Cell: 407.405.0099, Email: kevin.singleton@CSTFS.com, Web: www.CSTFS.com

Signature

A handwritten signature in black ink, appearing to read "Kevin Singleton", is written over a horizontal line.

C. References and Materials

C, References and Materials

EXHIBIT "E"

REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing GT-2 HMI Control services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have within the past three (3) years provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Duke Energy / Progress Energy

Address: Intercession City

Phone No.: David Holdener@duke-energy.com Fax: N/A

Contact Person Name: David Holdener Title: Manager

Description of services: MKVHMI's, complete control system upgrade to our "eTC", MKIV interfaces, control system parts + services.

#2 REFERENCE

Name of Client: NRG

Address: Multiple Sites (T.H. Wharton, Dickerson, Chalk Point, Saguaro, etc.)

Phone No.: christopher.rile@nrg.com Fax: _____

Contact Person Name: Chris Rile Title: Manager

Description of services: same as above reference

#3 REFERENCE

Name of Client: Gas Turbine Controls (GTC)

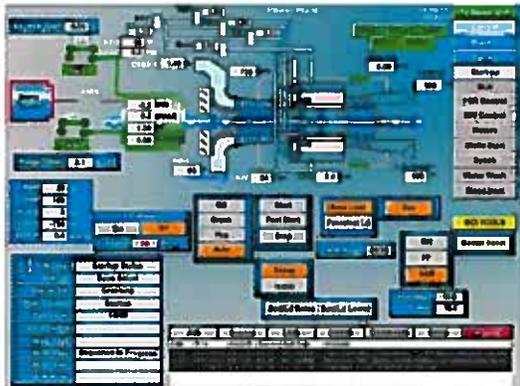
Address: Ardsley, N.Y. (Multiple sites - world wide)

Phone No.: sleytan@gasturbinecontrols Fax: _____

Contact Person Name: Sam Leytan Title: Manager

Description of services: same as above reference

PRODUCT SHOWCASE:



Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

Control System Technologies' CST-S: Innovative Control Server Interface for MkIV and MkV

The CST-S was designed to replace your outdated GE interface, providing the functionality of the OEM plus the flexibility and detailed analysis features not available unless upgrading to the costlier MkVle™—including a preventive maintenance module.

The CST-S is an optimal upgrade whenever you seek an effective conversion from the <I> interface or to connect to a MkIV*. As an OEM alternative, the CST-S also provides a full engineering workstation that offers conventional GE <HMI> functionality with an operator interface that includes Cimplicity's latest version (upgradeable to future revisions).

CST-S allows for troubleshooting events, unit trips and other kinds of preventive maintenance with ease by coupling it with SwiftChart, which:

- » Provides detailed Sequence-Of-Events continuously running at 8 scans per second (predefined High Speed (HS) points)
- » Provides Sequence-Of-Events continuously running at 1 scan per second (All points other than HS)
- » All TRIP logicals monitored at 8 scans per second (predefined HS points)
- » Alarms time stamped with the SOE data
- » Capability of jumping from alarms directly into software logic

The CST-S has the added capability of consolidating a wide variety of OEM devices from Siemens, GE Fanuc/Intelligent Platforms, Allen-Bradley and others into a singular application that is familiar to the operator.

Control System Technologies offers additional drivers specially programmed to allow the connection with DCS control systems via Modbus or GSM, further adding to the versatility of the CST-S product. This solution also allows <G> gateway communication in DCS, including other software options.

** Based on existing MAUI/CSF interface.*

Contact a Control System Technologies representative today at (321) 418-8003 for more information about our products.

Control System Technologies, LLC

1969 South Alafaya Trail #111
Orlando, FL 32828

Main: +1 (321) 418-8003
Email: info@cstfs.com
Web: www.cstfs.com



ControlSystem
TECHNOLOGIES

**Modernization, Upgrades & Retrofits
for Turbine Control Systems**

www.cstfs.com

D. Proof of Licenses

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
CONTROL SYSTEM TECHNOLOGIES, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification.
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
P.O. BOX 781686

City, state, and ZIP code
ORLANDO, FL 32878

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;">35</td> <td style="width: 25%;">-24</td> <td style="width: 25%;">576</td> <td style="width: 25%;">82</td> </tr> </table>	35	-24	576	82
35	-24	576	82	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Candy C Jacobs Date ▶ 11/1/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Signature Insurance Group LLC 1920 Boothe Cir Suite 200 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 477-5855 E-MAIL ADDRESS:	FAX (A/C, No): (407) 477-5856
	INSURER(S) AFFORDING COVERAGE	
INSURED Control System Technologies, LLC 1969 South Alafaya Trail Suite 111 Orlando, FL 32828	INSURER A: Admiral Insurance Company	NAIC # 24856
	INSURER B: Frank Winston Crum Insurance	NAIC # 11600
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		FEI-ECC-18543-02	12/06/2015	12/06/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 AUTOMOBILE LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		FEI-ECC-18543-02	12/06/2015	12/06/2016	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FEI-EXS-18544-02	12/06/2015	12/06/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	FGFL150152	12/06/2015	12/06/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE POLICY LIMIT \$ 1,000,000
A	Professional		FEI-ECC-18543-02	12/06/2015	12/06/2016	Per Claim \$ 1,000,000
A	Pollution Liability		FEI-ECC-18543-02	12/06/2015	12/06/2016	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Control System Technologies, LLC	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



E. Evidence of Ability to Deliver on Time

Control System Technologies (CST), has never, nor will it ever, miss a deadline pertaining to projects within our scope. We can absolutely deliver the proposed materials within the allotted time given.

Kevin Singleton is our *Inside Sale Manager* and has full authorization to make presentations for CST (Control System Technologies). His contact information is:

Cell: 407.405.0099, Email: kevin.singleton@CSTFS.com , Web: www.CSTFS.com

Signature _____

A handwritten signature in black ink, appearing to read "Kevin Singleton", is written over a horizontal line.



Ronald S. Walker - Senior Controls Engineer

Training:

- Gas Turbine Mk IV Controls & Start-up 1/89
- Distributed Microprocessor Controls 11/89
- Field Engineering Technology 2/90
- Woodward Governor Training 6/90
- Steam Turbine Controls Mk III+ 8/91
- Gas and Steam Turbine Controls Mk V 8/93
- Gas and Steam Turbine Controls Mk VI 3/00
- Woodward NetCon, MicroNet, 505 & Atlas Governor 1/01

Unit Experience:

- Gas Turbine Frames 5, 6, 7 & 9 – non-DLN & DLN
- LM2500 & 6000
- Fitchburg, Medium, Large & Nuclear Steam Turbines
- Balance Of Plant

History Experience:

Global Controls/Control System Technologies: 11/98-Present

- Sr. Controls Engineer - Responsible for CM&U retrofits on Frames 7e, 7ea, 5m. New installation including startups on 7FA MNQC & DLN2.6 units, for GE at customer's site. Interfacing with GE product service, GE requisition engineering and Customers' Operations and Maintenance groups.

GE Drives, Salem, VA: 1/97-10/98

- Project Manager - Responsible for Prime Business OTR P&L. Interfacing with customer service, product service, requisition engineering, factory production scheduling, shipping department, and Customers.

PGSD, Schenectady, NY: 5/94-12/96

- Lead Controls Specialist – Startup, maintenance and troubleshooting at numerous Gas, LM and Steam unit sites on both domestic and international assignments. Concentrating mainly on new unit and CM&U control systems with additional support to O&M as needed in a facility management roll.

Power Generation Services Dept., Paramus, NJ: 1/87-4/94

- Lead Field Engineer – Working on generator, gas, and steam turbine outages in varying capacities at IPPs and utilities. Responsibilities ranged from a resident engineering assignment at a STAG 507 IPP to outage manager on a nuclear site. Lead Start-up Engineer at LILCO's Brookhaven GT installation and at Cogen's Linden Cogeneration Site working with EBASCO constructors. Both plants completed ahead of schedule and under budget resulting in early revenues for both customers. Responded to VP's of GE, LILCO, EBASCO and COGEN during construction and start-up. GE O&M Facility Management assignments during commissioning, maintenance and decommissioning activities at several Cogen facilities.

Bechtel Power Corp. (Philadelphia Electric Co.), Limerick, PA: 1/87-8/87

- Shift Outage Manager - Day shift Outage Manager responsible for NSSS and BOP activities. Reporting directly to Philadelphia Electric's plant outage manager during the first refueling outage at Limerick Nuclear Generation Station. Responsible for schedule & overall cost while being scrutinized by the Public Utility Commission of PA, & Outage Director of PECo.



Kent S. Prieskorn – Senior Controls Engineer

Summary of Qualifications: Comprehensive experienced in management of Power Generating Plants, Long Term Service Agreements (LTSA) with emphasis on FA Technology, advanced controls, budget controllership, personnel management, financial portfolio management, financial modeling, Six Sigma, mathematics, Plant installation, start-up & operation and long term contractual sales & administration. Major Outage planning and technical issues management for Gas & Steam Turbines, Gas Compressors, Aero-Derivative Gas Turbines, balance of Plant and Diesel Engines. Wholly competent in the utilization of computers for Engineering, finance, all aspects of reporting, word-processing, task management, communications and engineering calculations.

Education:

Bachelor of Science, Oceanographic
Technology/Engineering
Florida Institute of Technology,
Melbourne, Florida
Graduated with Honors August 1988.
Self-financed education.

Additional Education:

Advanced Process Control Systems, Distributive Control Systems, Microprocessors, Gas & Steam Turbine Advanced Controls, Finance, Long Term Service Agreement Modeling, ISO 9000, Change Acceleration Management, New Manager Development, Managerial Effectiveness Techniques, Contract Negotiations and Core Leadership.

Professional Experience:

Global Controls/Control System
Technologies, Orlando, FL,
August 2010 to Present

Senior Controls Engineer/Project Manager:

Provide technical issue resolution for GE Gas Turbine MK-IV and MK-V controls as well as Balance of Plant. Provide power generation providers with start-up support and calibration of critical systems for planned and unplanned outages. Interface GCI Server software to control systems and collect operational and trip data to provide solutions to operational issues. Provide installation support for retrofit control systems.

**System4 of Atlanta, Atlanta Ga., USA, April
2005 to August 2010**

Consultant: January 6, 2010 to Present: Provide Company operational direction to new owner.

General Manager Operations & Maintenance and Sales Grew Company from \$0 to \$1.5MM in annual revenue in 3 years. Profit and Loss responsibility. Managed financial aspects of the Company as well as the hiring and training of the Sales, Operations and Management teams in the Building Services industry. Expanded services offered to Electrical Controls. Managed 7 employees and 80 Business Owners. Drove Quality and Customer Satisfaction down to all levels of the Company.

**GE Energy/Contractual Services, Atlanta, Ga.,
November 1998 to April 2005:**



Manager Customer Value & Commercial Applications:

Develop Power Plant contract terms, conditions, guarantees, mobilization budgets and long-term financial models for Power Plant Operation & Maintenance (O&M) budgets and lead contract negotiations worldwide and Model Long Term Service Agreements (LTSA) inside O&M agreements. Maintain all financial models and updates for multi-million dollar O&M & LTSA Portfolio. Direct 25 Plant Managers in contractual finance reporting and modeling of Power Plants & LTSA worldwide including Combined, Simple and Coal Plants. Direct Power Plant Outage Planning and implementation of major performance enhancements to increase Plant revenues with emphasis on FA technology. Conduct Plant operational risk analysis. Review Operation and Maintenance procedures.

Manager of Operations Central US & Canada:

Responsibility for hiring and management of Power Plant & Contract Managers for Central US/Canada Region. Provided the Leadership to analyze the needs and requirements for all present and future maintenance outages at Power Plants and analyze LTSA parts needs and rotation. Drove financial success at all levels in each project to meet profitability goals. Managed Technical issues for Gas & Steam Turbines, Gas Compressors and Balance of Plant at all Projects.



Phil S. Foster - Senior Controls Engineer

Training:

- **GE:** AC/DC2K Controls, MM2K Interface, IOS2K Interface, EX2K, Site Safety Classes, Principles of Metal Rolling, Mark 5 & 6 Maintenance, Series 90-70 PLC Programmable Control, ISO9000
- **Software:** C/C++, Siemens TXP Logic, GE Controls Logic, Cimplicity, TCI, IDP, Fortran, ACAD, LynxOS, Pspice
- **Hardware:** Siemens TXP and Simadyn, UC2K, SPEEDTRONIC Mark 5& 6, IOSB, Excitation Systems

Education:

- **B.S. Electrical Engineering August 1992**, Virginia Polytechnic Institute and State University, Blacksburg, VA
- GE Green Belt Six Sigma certified

History Experience:

04/03 – Present Control System Technologies, LLC/Global Controls, LLC, Orlando, FL Controls Engineer Specialist

- Field Service support for turbine controls.

10/13 – 03/03 Siemens Westinghouse Power Corporation, Orlando, FL Senior Control Engineer

- Responsible for all Siemens Calpine projects for the instrumentation and controls interface
- Generated customer order engineering of standard control system designs to meet contract requirements
- Prepared specification for steam turbine control systems
- Communicated technical direction in the preparations of customer transmittal information
- Maintained on time delivery, costs, and quality
- Reviewed and evaluated vendor submittals for supply of instrumentation and control equipment
- Provided engineering assistance for plant construction and startup with written responses
- Contributed engineering support for internal and external customer meetings

07/1993 – 09/01 General Electric, Salem, Controls Engineer Specialist - Turbine Controls & Excitation Controls

- Conducted Emergency Field support by troubleshooting control system issues
- Assisted Retrofit Turbine Controls with quick turn-around to accommodate outages
- Designed Mark 6 Turbine Controls software structure and developed Cimplicity Screens for MkVI and MkV code
- Implemented Steam Turbine Controls interfacing with Lube Oil, Hydraulic Oil, Hydrogen Seal Oil, and Steam Seal Systems
- Maintained Feed Pump Turbine Software and Simulation
- Modified Screens for interaction between Mark 5 and the <I> & generated MkV Software logic per customer requirements
- Executed PROM Upgrade to existing Turbine Control System
- Administered Modbus / Ethernet DCS Communications link testing
- Customized Mark 6 Software according to customer requirements
- Implemented Excitation Controls interfacing with Steam, Gas, and LM6000 Turbines
- Ordered parts and processed paper work for factory to build Excitation Controls

06/1994 – 12/1994 General Electric Controls Engineer, Metal Rolling

- Developed and tested software for the operation of IOS with Drive Systems
- Analyzed customer requirements and utilized material specifications to write effective code

09/1993 – 06/1994 General Electric, Material Handler

- Organized buyer/vendor procurement of materials.



F. Professional Hourly Rate Schedule



F. Professional Hourly Rate Schedule

2016 Domestic Commercial Rates

Engineering Services

<u>Service Description</u>	<u>ST</u>	<u>OT</u>	<u>DT</u>
Turbine Controls Engineer	\$178.00	\$267.00	\$356.00
Mechanical Technical Director	\$178.00	\$267.00	\$356.00
Project / Site Management	\$178.00	\$267.00	\$356.00
Lead Startup Engineer	\$250.00	\$375.00	\$500.00
Specialist	\$198.00	\$297.00	\$396.00
IT Engineer	\$100.00	\$150.00	\$200.00

Non Engineering Services

<u>Service Description</u>	<u>ST</u>	<u>OT</u>	<u>DT</u>
Startup Management	\$178.00	\$267.00	\$356.00
Lead Field Technician	\$132.00	\$198.00	\$264.00
I & C Technician	\$ 99.00	\$148.50	\$198.00

Engineering Services

Turbine Controls Engineer: Engineers skilled at performing troubleshooting and startup of gas, steam or aero-derivative turbine controls systems. Operational practices are based on good OEM engineering as applicable to the equipment and to the extent defined during testing, programming and other services offered. Service includes supervision or management of checkout, start-up, maintenance, inspection, or repair of control systems.

Mechanical Technical Director: A mechanical, electrical engineer or equivalent providing onsite advice and recommendations during the inspection and repairs of power generation apparatus or associated equipment. The technical director will not provide supervision or management of Customer's employees, agents, or other contractors.

Project/Site Management: Responsibilities include planning, organizing and monitoring of labor resources, supervisors, and technical personnel as required in order to complete the job assignment while reporting to the customer's representative.

Lead Startup Engineer: Management or engineering representation for the customer in areas requiring the solution of problems or oversight that requires highly skilled backgrounds and experience during overhauls, new unit installations, or controls engineering while reporting to the customer's representative. Technical assistance of personnel not normally classified as field personnel for the solution of problems that require highly specialized background and experience. Act in the capacity as Professional Witness. Work may be performed on site or through telephone consultation.

Non Engineering Services

Startup Management: Responsibilities include planning, organizing, and monitoring of schedules and resources for the operations and start-up group personnel during commissioning of Balance-of-Plant equipment.

Lead Field Technicians: Experienced instrumentation, electrical and mechanical technicians familiar with standard good operating practices as defined by the OEM for installation, checkout, calibration, start-up, and troubleshooting of plant equipment. Technician services do not include supervision or management of customer's employees, agents, or other contractors. Lead Field Technicians will provide supervisory functions for other CST technicians. This position is similar to a working foreman.

Specialist Services

Generator: Specialists experienced in the inspection, test, and repair of generator equipment.

Gas Turbine DLN: Specialists skilled in the proper methods required for tuning Dry Low NOx (DLN) systems to optimize reductions in gas turbine emissions and extension of combustion system components life expectancy.

Excitation: Specialists skilled in the start-up and troubleshooting of excitation systems interfacing circuits, breakers, and power systems.

Vibration: Specialists experienced in the areas of vibration data acquisition, analysis, and having the skills required to perform a diagnostic balance program, make recommendations, and install balance weights.

Diagnostics: Specialists skilled in the performance of diagnostic tests and diagnostic data analysis such as plant evaluations and general consulting for plant performance issues.

Notes

1. Normal workweek consists of five (5) consecutive eight-hour days. The applicable hourly rate applies at dispatch of the employee. For work performed in excess of the normal eight-hour business day, weekends, and US national holidays, the applicable overtime hourly rate will be billed.

Note: All work hours in excess of sixteen (16) continuous hours per day will be billed at a double time rate.

2. Travel time to and from the job site (international and domestic locations) will be billed at 100% S/T of the applicable hourly rate, including OT if in excess of eight (8) hours, from the dispatched time of the personnel, point of origin. Travel time is to be performed during the normal workweek at straight time rates unless requested by the customer to travel outside the normal workweek period resulting in overtime rates being applicable.

3. Travel and Living will cover all expenses (hotels, air, rental car, meals, etc.) incurred by personnel in the course of business and will be charged at actual cost plus an administrative adder of 15.0%.

4. Invoices to be submitted on a biweekly basis, net 30 days, payable in US Dollars. International tax liability, Visas, Passports, any and all national, state and/or local licenses, registrations, authorizations, and permits which may be required to generally perform the work and obligations of Contractor and its personnel under this Contract and associated required paperwork to be billed at cost plus 15.0%.

5. International charges to be converted at current exchange rate(s) for travel period(s) being billed. Control System Technologies, LLC shall bill for all travel, living, R&R and other related expenses at cost plus 15.0%.

6. Craft Labor, other than CST personnel, and Materials will be billed at cost plus 25%. Specialized test equipment rental will be billed at cost plus 15%.

7. **Minimum 8 hour charge** for any billing period.

8. The above rates are exclusive of any taxes or duties imposed in the country where the service is performed, including but not limited to income, value added, withholding, and excise.

9. Standby time will be billed at the straight time hourly rate up to eight hours per day plus travel and living expenses.



G. Litigation and/or Termination

CST (Control System Technologies) confirms there has been no litigation or termination filed against CST within the last 5 years which is related to the services sought in this RFP and that CST provides in the regular course of business.

Kevin Singleton is our *Inside Sale Manager* and has full authorization to make presentations for CST (Control System Technologies). His contact information is:

Cell: 407.405.0099, Email: kevin.singleton@CSTFS.com , Web: www.CSTFS.com

Signature _____

EXHIBIT "A"

SCOPE OF SERVICES

The City of Lake Worth is seeking proposals from qualified companies that specialize in the design and installation of Human Machine Interface (HMI) computer system capable of monitoring and controlling one (1) General Electric (GE) MARK V gas turbine and their associated control systems. It is the goal of the City of Lake Worth to update the computer system for their Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products. Respondents to this RFP will be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning and startup to provide The City of Lake Worth a complete and operable GE MARK V HMI Computer Control System.

BACKGROUND

The City of Lake Worth Electric Utility Department utilizes one (1) GE HMI Computer Control System. The current computer server runs Microsoft® Windows NT 4.0, Cimplicity® HMI, and one PCI ARCNET interface to manage and control all functions for the GE MARK V Gas Turbine. The computer control system is over 10 years old and must be replaced.

SCOPE OF WORK

This project is primarily the supply of software and all necessary hardware, software development and configuration, system testing, training and commissioning. A single system vendor shall furnish all materials, equipment, labor and services that is required to achieve a fully integrated and operational system.

The Scope of Work includes, but is not limited to, the following:

1. Final design associated with new equipment selection and mounting including servers, computers, monitors, communications equipment, printers, and other ancillary equipment necessary for a complete and operable HMI system.
2. HMI software configuration including database development, displays, reports logging, alarming, and analog trending.
3. HMI hardware and networks including operating system administration requirements, new users, security levels, virus protection, backups, archives, and routine maintenance.
4. Communication system configuration including system configuration, system architecture, and equipment familiarization.
5. Performing factory and field testing, startup and commissioning, and training of City of Lake Worth staff.
6. Project management, quality assurance and other labor functions associated with the design and delivering of the HMI system.
7. Provide detailed manuals to supplement the training courses. The manuals shall include specific details of equipment supplied and operations specific to the project.

MINIMUM SYSTEM REQUIREMENTS

1. The HMI system shall maintain an operational availability of 99.9%.
2. The HMI system shall operate in a Microsoft® Windows® 7 32bit or 64bit system architecture.
3. The HMI system shall support enhanced security using NERC standards.
4. The HMI system shall support remote monitoring capabilities using TCP/IP technologies.
5. The HMI system shall incorporate Ethernet technologies for communication between HMI and MARK V system components.
6. The HMI system shall be capable of consolidating OEM devices into a single historian application for time-series data optimization and data collection.
7. The HMI system shall provide an SOE timeline data tied to alarm management.
8. The HMI computer workstation or server computer system shall be manufactured and supplied by IBM® or DELL®.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

END OF SCOPE OF SERVICES

EXHIBIT "B"

GT-2 HMI CONTROL

RFP # 16-209

REGISTRATION FORM

Proposers should complete and return this form to the Financial Services office prior **2.00 P.M. EST, Friday, August 12, 2016** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: CONTROL SYSTEM TECHNOLOGIES, LLC

Contact Person: Kevin Singleton Title: INSIDE SALES MANAGER

Street: 1969 S. ALAFAYA TRAIL, SUITE III

City: ORLANDO State: FL Zip: 32828

Telephone: (407) 405-0099 Fax: (877) 530-8717

E-Mail Address: kevin.singleton@CSTFS.com

Preferred Method of Receipt: Fax E-Mail



City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway

Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 28, 2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

Evaluation Criteria Score Sheet:		Weight	RANKED: 2	1
			Control System Technologies	Turbine Technology Services Corporation
Email Address			kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule	25	17	22
2	Evidence of GE Mark V HMI implementation experience & skill	35	27	32
3	Evidence of ability to deliver in specific timeline	25	21	24
4	Minimum three (3) client references	10	10	10
5	Proper licenses and other related certifications or professional awards	5	5	5
TOTAL AVERAGE POSSIBLE POINTS		100	79	92
Total Points Received:			396	461
Exhibit B - Registration Form			YES	YES
Exhibit C - Proposer Information Page			YES	YES
Exhibit D - Drug Free Workplace			YES	YES
Exhibit E - References			YES	YES
Required Licenses			YES	YES
Electronic Copy (CD)			YES	NO

City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 21, 2016 at 10:00AM

EVALUATOR: Diego Perez, SCADA Technician

Evaluation Criteria Score Sheet:		Weight	RANKED: 1	1
			Control System Technologies	Turbine Technology Services Corporation
1	Professional Hourly Rate Schedule	25	10	20
2	Evidence of GE Mark V HMI implementation experience & skill	35	30	35
3	Evidence of ability to deliver in specific timeline	25	20	25
4	Minimum three (3) client references	10	10	10
5	Proper licenses and other related certifications or professional awards	5	5	5
TOTAL POINTS RECEIVED		100	0 75	0 95 ✓
Exhibit B - Registration Form			YES	YES
Exhibit C - Proposer Information Page			YES	YES
Exhibit D - Drug Free Workplace			YES	YES
Exhibit E - References			YES	YES
Required Licenses			YES	YES
Electronic Copy (CD)			YES	NO

09/28/16



City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway

Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 21, 2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

Evaluation Criteria Score Sheet:		Weight	RANKED: 1		1	
			Control System Technologies		Turbine Technology Services Corporation	
		Email Address	kevin.singleton@cstfs.com		pbegley@turbinetech.com	
1	Professional Hourly Rate Schedule	25	15	0	0	25
2	Evidence of GE Mark V HMI implementation experience & skill	35	25	0	0	30
3	Evidence of ability to deliver in specific timeline	25	20	0	0	25
4	Minimum three (3) client references	10	10	0	0	10
5	Proper licenses and other related certifications or professional awards	5	5	0	0	5
TOTAL AVERAGE POSSIBLE POINTS		100	75	0	0	95
Total Points Received:			0		0	
Exhibit B - Registration Form			YES		YES	
Exhibit C - Proposer Information Page			YES		YES	
Exhibit D - Drug Free Workplace			YES		YES	
Exhibit E - References			YES		YES	
Required Licenses			YES		YES	
Electronic Copy (CD)			YES		NO	

Immotley Robinson Sept 28th 2016



City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway

Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 21, 2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

Evaluation Criteria Score Sheet:		Weight	RANKED: 1	1
			Control System Technologies	Turbine Technology Services Corporation
Email Address			kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule	25	023	020
2	Evidence of GE Mark V HMI implementation experience & skill	35	025	035
3	Evidence of ability to deliver in specific timeline	25	020	025
4	Minimum three (3) client references	10	010	010
5	Proper licenses and other related certifications or professional awards	5	05	05
TOTAL AVERAGE POSSIBLE POINTS		100	0	0
Total Points Received:			083	095
Exhibit B - Registration Form			YES	YES
Exhibit C - Proposer Information Page			YES	YES
Exhibit D - Drug Free Workplace			YES	YES
Exhibit E - References			YES	YES
Required Licenses			YES	YES
Electronic Copy (CD)			YES	NO

Mark Thio
9-28-16



City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway

Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 21, 2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

Evaluation Criteria Score Sheet:		Weight	RANKED: 1	1
			Control System Technologies	Turbine Technology Services Corporation
		Email Address	kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule	25	20.0	23.0
2	Evidence of GE Mark V HMI implementation experience & skill	35	25.0	30.0
3	Evidence of ability to deliver in specific timeline	25	20.0	20.0
4	Minimum three (3) client references	10	8.0	8.0
5	Proper licenses and other related certifications or professional awards	5	5.0	5.0
TOTAL AVERAGE POSSIBLE POINTS		100	78.0	86.0
Total Points Received:			79.0	92.0
Exhibit B - Registration Form			YES	YES
Exhibit C - Proposer Information Page			YES	YES
Exhibit D - Drug Free Workplace			YES	YES
Exhibit E - References			YES	YES
Required Licenses			YES	YES
Electronic Copy (CD)			YES	NO

Marshall S. Truitt 9/28/16

City of Lake Worth
Evaluation Matrix

Financial Services
 7 North Dixie Highway
 Lake Worth, FL 33460

RFP 16-209

GT-2 HMI CONTROL

Evaluation Meeting: Wednesday, September 21, 2016 at 10:00AM

EVALUATOR: Robert Kahant, Instrument/Control Specialist

Evaluation Criteria Score Sheet:		Weight	RANKED:	
			1	1
			Control System Technologies	Turbine Technology Services Corporation
1	Professional Hourly Rate Schedule	25	15	20
2	Evidence of GE Mark V HMI implementation experience & skill	35	30	30
3	Evidence of ability to deliver in specific timeline	25	25	25
4	Minimum three (3) client references	10	10	10
5	Proper licenses and other related certifications or professional awards	5	4	5
TOTAL POINTS RECEIVED		100	0	0
Exhibit B - Registration Form			YES	YES
Exhibit C - Proposer Information Page			YES	YES
Exhibit D - Drug Free Workplace			YES	YES
Exhibit E - References			YES	YES
Required Licenses			YES	YES
Electronic Copy (CD)			YES	NO

Robert Kahant 9/28/16



Lake Worth RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
 Electric Utility Conference Room

I understand that I am serving on an evaluation and selection committee for the above RFP and to the best of my ability will be fair and impartial in my evaluation and decision. By signing this Declaration I certify that:

1. I have read each proposal thoroughly and independently and have evaluated each on its own merits with no assistance from anyone. I will hold proposal information, evaluation discussions, and negotiations confidential and proprietary until released to the public. I will not discuss the content of proposals except as authorized by the Department of Management and Budget.
2. Neither I, nor my partner nor any members of my immediate family holds a position with a proposer such as an officer, director, trustee, partner, or the like, and is not employed in any capacity by any proposer. I have no business affiliation either by ownership or obligation to any of the proposing firms.
3. Neither I, nor my partner nor any member of my immediate family have a pecuniary interest arising from the procurement transaction.
4. I have not been lobbied either written or orally by any of the proposers or members of their team. For purposes of clarification, a team's representatives shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. This includes letters, phone calls, e-mails or any conversation regarding this RFP. The "No Lobbying Condition" is in effect from the date of publication of the RFP and shall terminate once the contract is signed.
5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Signature

Date

Print Name

Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.



Lake Worth RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
 Electric Utility Conference Room

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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Marshall Scott Trantham
Signature

9/28/16
Date

MARSHALL SCOTT TRANTHAM
Print Name

WATERLINE PLANT MANAGER
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.



Lake Worth RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.



Signature

9/28/16

Date

Robert Kahant

Print Name

Chief Electrician

Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.



**Lake Worth
RFP Oath**

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 21, 2016 @ 10:00 AM**
 Electric Utility Conference Room

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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Mark Thibault
Signature

9/28/2016
Date

Mark Thibault
Print Name

Chief Shift Leader
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.



Lake Worth RFP Oath

RFP 16-209
Title: GT-2 HMI CONTROL
Meeting: Wednesday, September 21, 2016 @ 10:00 AM
 Electric Utility Conference Room

I understand that I am serving on an evaluation and selection committee for the above RFP and to the best of my ability will be fair and impartial in my evaluation and decision. By signing this Declaration I certify that:

1. I have read each proposal thoroughly and independently and have evaluated each on its own merits with no assistance from anyone. I will hold proposal information, evaluation discussions, and negotiations confidential and proprietary until released to the public. I will not discuss the content of proposals except as authorized by the Department of Management and Budget.
2. Neither I, nor my partner nor any members of my immediate family holds a position with a proposer such as an officer, director, trustee, partner, or the like, and is not employed in any capacity by any proposer. I have no business affiliation either by ownership or obligation to any of the proposing firms.
3. Neither I, nor my partner nor any member of my immediate family have a pecuniary interest arising from the procurement transaction.
4. I have not been lobbied either written or orally by any of the proposers or members of their team. For purposes of clarification, a team's representatives shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. This includes letters, phone calls, e-mails or any conversation regarding this RFP. The "No Lobbying Condition" is in effect from the date of publication of the RFP and shall terminate once the contract is signed.
5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Timothy A. Robertson
Signature

Sept. 28, 2016
Date

Timothy A. ROBERTSON
Print Name

SHIFT LEADER
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Minutes - RFP 16-209 GT-2 HMI Control

Wednesday 28, 2016 at 10:00 AM
Electric Utility Conference Room

Evaluators:

Diego Perez - SCADA Technician
Timothy Roberson - Shift Leader
Mark Thiboult - Shift Leader
Scott Trantham – Interim Plant Manager Power Plant
Robert Kahant - Instrument/Control Specialist

Vendor(s): Presentation via Web

10:00 – 10:30 AM Patrick Begley & Carla Zevallos – Turbine Technology Services
10:45 - 11:15 AM Ron Walker – Control System Technologies

Purchasing Agent:

Hirut Darge

Evaluation was discussed

Final Score – 92 Turbine Technology Services

Meeting ended at 12:00 PM



AGENDA DATE: November 2, 2016

DEPARTMENT: Electric Utility

EXECUTIVE BRIEF

TITLE:

Florida Municipal Electric Association Membership dues Fiscal Year 2016-2017

SUMMARY: This agenda item will authorize the payment of the FMEA annual membership dues for October 2016 through September 2017 in an amount not to exceed \$35,820.

BACKGROUND AND JUSTIFICATION: The Florida Municipal Electric Association (FMEA) represents the unified interests of 34 public power communities across Florida. FMEA is affiliated with and works closely with the American Public Power Association (APPA) on regulatory issues facing the electric industry. Together, FMEA staff and municipal utility members work to protect public power's legislative, regulatory and operational interests in Tallahassee and Washington, D.C. As a member of this association, the City of Lake Worth has legal, legislative, and regulatory representation that provides the ability to impact the outcome of important decisions that directly impact electric utility customers. Together, FMEA members represent 14% of Florida's market share of the electric utility industry.

Participation in membership of the FMEA benefits the City through the following committees:

- **Legislative and Regulatory:** This committee meets on an as-needed basis and oversees the legislative and regulatory activities that affect the electric industry. Staff receives emails and updates that track legislative issues facing not only the electric industry nationwide, but also local initiatives that may have wider reaching consequences. FMEA provides the avenue to communicate with legislators as well as the Public Service Commission. Through diligent efforts and coordination by FMEA staff, member cities are afforded the opportunity to testify before the PSC on items that can directly affect customers.
- **Member Services:** This committee meets once a year to discuss activities of the FMEA to ensure that services provided meet the needs of member cities. It is through this participation that members can request information-gathering services, which the FMEA staff oversees – writing, distributing, and compiling survey information. In addition to programmed services, FMEA staff is readily available to assist member cities. Lake Worth has benefited in the last year with communication training, PSC reporting, franchise agreement direction, and energy conservation information.

- Safety and Training: This committee meets quarterly and consists of member city representatives charged with safely operating their utility. This group coordinates training classes and the annual Lineman's Rodeo.
- Engineering and Operations: This committee meets once per year and includes representatives from member cities whose job responsibilities include transmission, distribution, generation, and fuels.
- Customer Connections Committee: Meets three times per year and offers participants the opportunity to interface with other utilities concerning customer service, key accounts, energy conservation, demand side management, and public relations.
- Mutual Aid: FMEA provides staff members that are available 24 hours per day, 7 days per week pre- and post-disaster events. They provide assistance scheduling and mobilizing work crews, equipment, and supplies. In addition, they are the City's liaison with the State Emergency Operation Center, the Office of the Governor, and State legislators.

MOTION:

I recommend/ do not recommend the Florida Municipal Electric Association annual membership dues for Fiscal Year 2016-2017 in the amount of \$35,820.

ATTACHMENT(S):

1. Fiscal Impact Analysis
2. FMEA Membership Invoice FY16-17

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	0	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	35,820	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:

Account Number	Account Description	Project #	FY 2017 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
	Utility-Electric					
401-6010-531.54-00	Book, Pubs, Subscriptions & Memberships	N/A	47,000	47,000	\$35,820	\$11,180

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



September 26, 2016

City of Lake Worth Utilities
1900 2nd Ave N
Lake Worth, FL 33461-4204

INVOICE

FMEA Dues October 2016 through September 2017

Regular Dues: \$34,012.00

Special Communications Project: 1,808.00

Amount Due: \$35,820.00

Please remit to: Florida Municipal Electric Association, Inc.
PO Box 10114
Tallahassee, FL 32302-2114

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