CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS WORK ORDER NO. 1

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on the _______, between the City of Lake Worth Beach, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and Wilco Electrical, LLC, a Florida Limited Liability Company authorized to do business in State of Florida ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the System Hardening and Reliability Improvements project generally described as: **Emerald Lakes Circuits Hardening Project** (the "Project"). The Project is more specifically described in the plans prepared by **Wilco Electrical**, **LLC** dated **May 29**, **2024**, and which are incorporated herein by reference.

2.0 Scope

Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the <u>Contractor's proposal attached hereto and incorporated herein as Exhibit "1".</u>

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within 180 calendar days from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within 210 calendar days from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Two hundred dollars (\$200.00) for each day that expires after the time specified in this Work Order.

4.0 <u>Compensation and Direct Purchases</u>

This Work Order is issued for a lump sum, not to exceed amount of \$135,248.40. Total Not to exceed amount includes contingency of \$22,541.40. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: The City of Lake Worth Beach will be providing materials as described in Exhibit "2"

5.0 **Project Manager**

The Project Manager for the Contractor is: <u>Paul Nicholas</u>, Phone: <u>954-294-1118</u>, email: <u>pnicholas@wilcollc.com</u>; and, the Project Manager for the City is: <u>David Martyniuk</u>, phone: <u>561-586-1629</u>; email: <u>dmartyniuk@lakeworthbeachfl.gov</u>.

6.0 **Progress Meetings**

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- 7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof

by City or its designee is acceptable to the Contractor.

8.0 Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth Beach and the Contractor, dated _______, ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS



Page 3 of 6

IN WITNESS WHEREOF, the parties hereto have made and executed this $\underline{\textbf{Work Order}}$ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:		
By: Melissa Ann C	oyne, MMC, City Clerk	By:Betty Resch, Mayor
APPROVED AS T LEGAL SUFFICII		APPROVED FOR FINANCIAL SUFFICIENCY
By: Glen J. Torcivi	a, City Attorney	By:
	CONTRACTOR:	WILCO ELECTRICAL, LLC By:
[Corporate Seal]		Print Name: 1000000 News C
STATE OF COUNTY OF	perol Cr MM Bracin)	
Dos-lest	[title] of Wil	acknowledged before me by means of • physical presence or • 2024, by Lence , as the Electrical, LLC., a Florida Limited Liability Company, who need as identification, and who did to execute the foregoing instrument and bind the CONTRACTOR
Notary Seal:	BRIGETTE (Notary Public-Stat Commission # H	e of Florida
	My Commission October 13,	n Expires 11

Exhibit "1" (Contractor's Proposal – 5 pages)

Wilco Electrical llc

430 Business Park Way Royal Palm Beach, Fl 33411

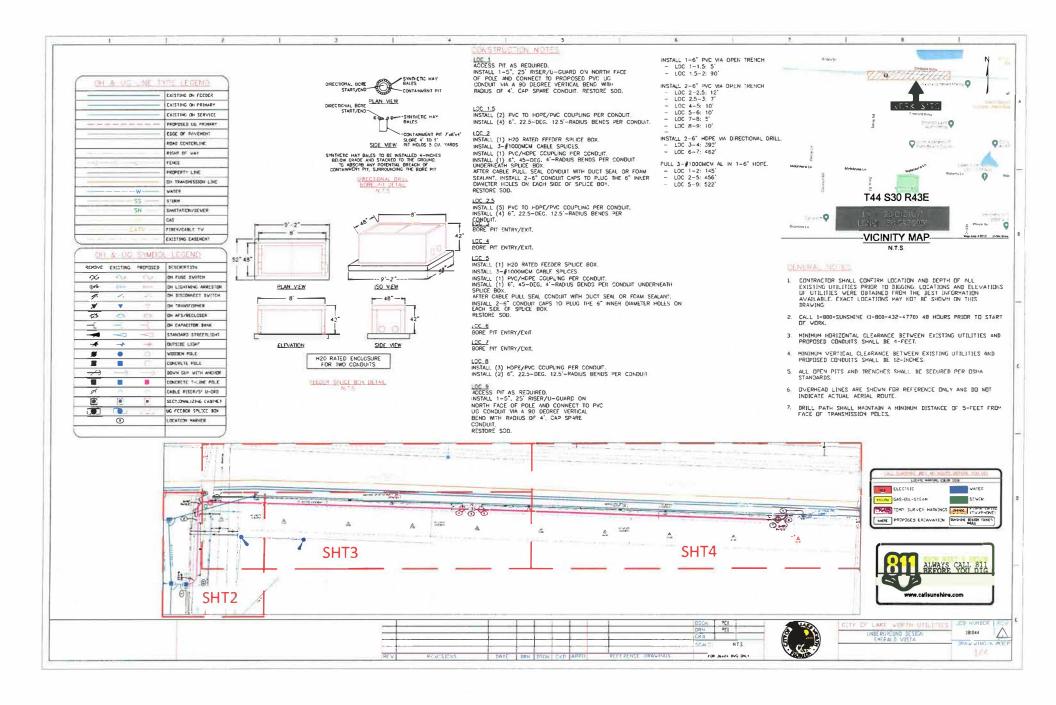
Estimate

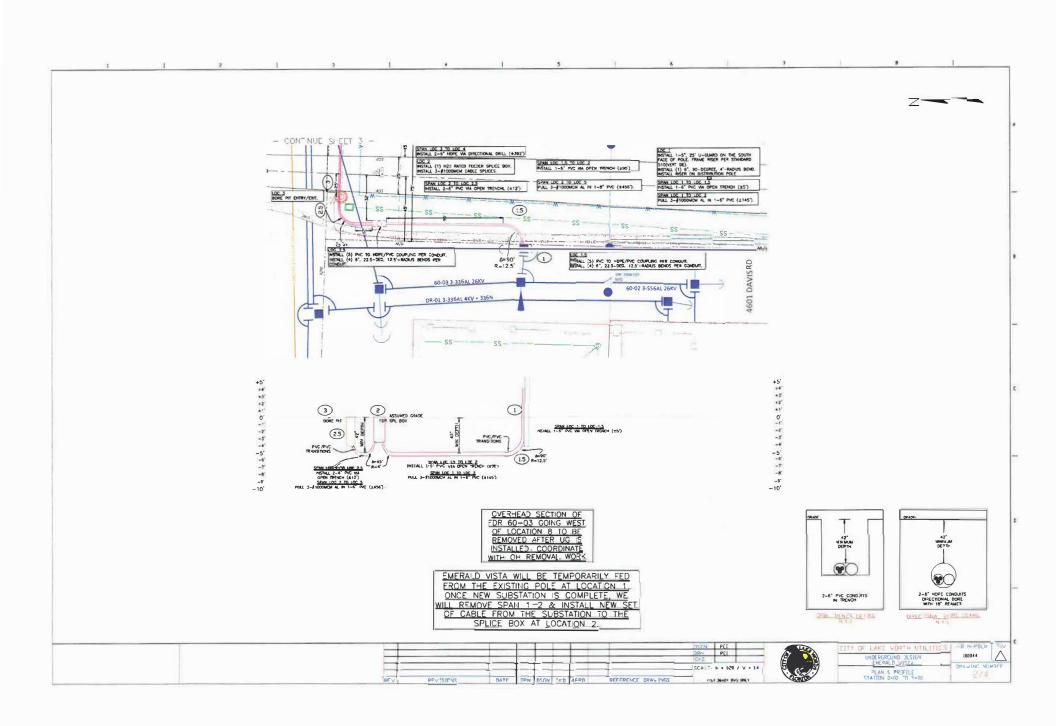
Date	Estimate #				
5/29/2024	181044-2				

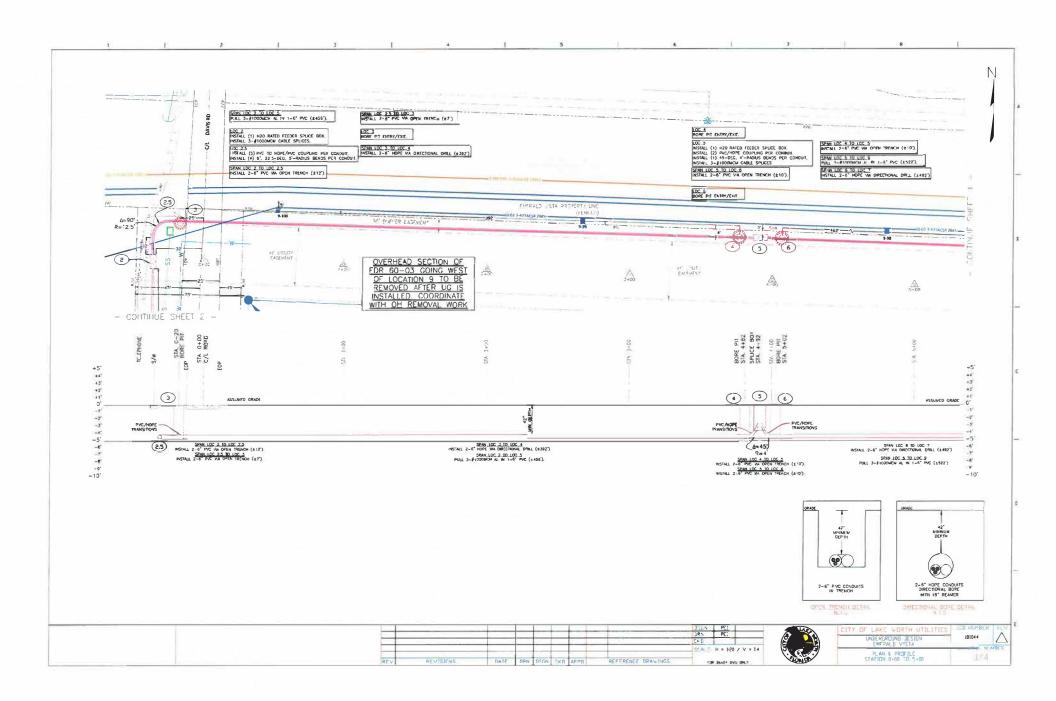
Name / Address	
City of Lake Worth Attn: Finanace Department 7 North Dixie Highway Lake Worth, Fl 33460	

Project

Description	Qty	Rate	Total
Boring and trenchinig of 1-6" conduit and 2-6" conduit acording to prints 181044 - price includes required contractor supplied materials from bid documents Cable pull, splice box install, risers, and splicing Restoration - Sod and grading MOT Bid does not include any overhead removal work. Bid does not include the installation of new set of cables from substation to the splice box at location 2 as noted on page 2/4 on the plans		82,632.00 22,575.00 4,500.00 3,000.00 0.00 0.00	82,632.00 22,575.00 4,500.00 3,000.00 0.00 0.00
		Total	\$112,707.00







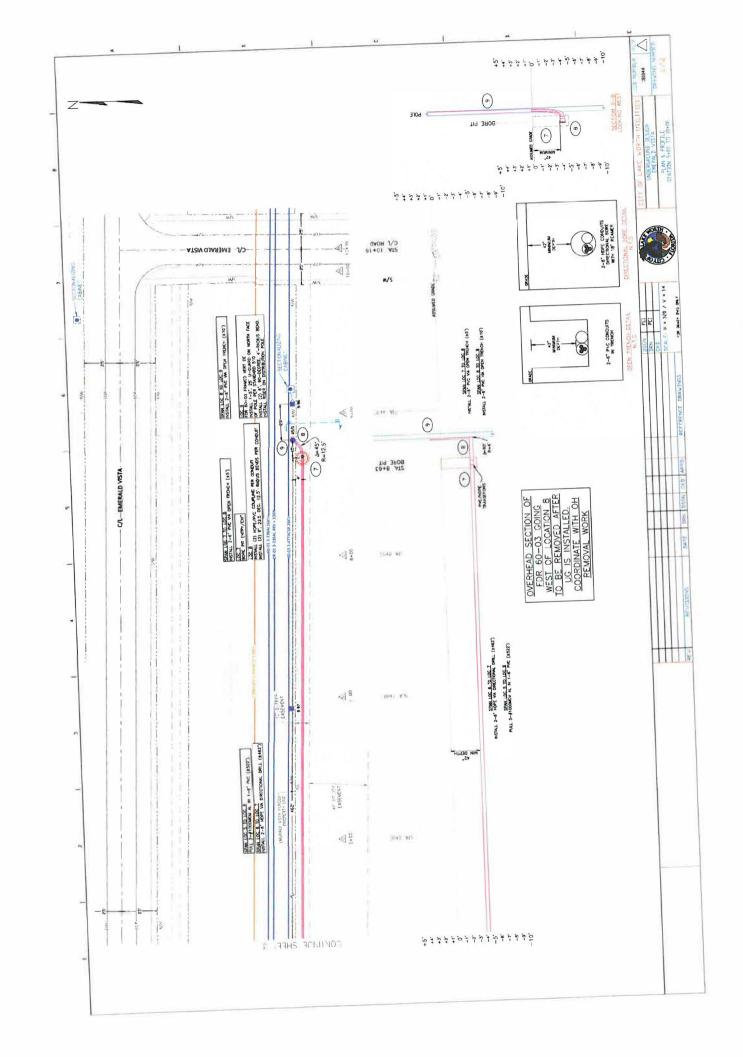


Exhibit "2" (List of Materials from the City of Lake Worth Beach – 1 Page)

Category	Description .	Warehouse ID	Vendor 1 ID	Vendor 2 ID	Lead Time	Notes	Qty
Conduit	6" HDPE - SDR 11 or 13 HDPE						2500
Conduit	6" Pipe 6" x 10" Sch. 40 PVC, Gray	285-19-06855					24
Conduit		285-19-12961	Heritage Plastics 882796			 	18
	6" Elbow, 22.5" PVC Sweep, 48" Radius, Sch. 40, Bell End		Heritage Plastics 873695		_	+	1
Conduit	6" Elbow, 90" PVC Sweep, 48" Radius, Sch. 40, Bell End				-	ļ	-
Conduit	6" PVC Coupling, Slip, Sch. 40, Gray	285-19-06779	Thomas & Betts E940R				30
Conduit	6" PVC Socket Cap, Sch. 40	285-19-12968	Nibco 447-060				4
Splice Box	Splice Box, Concrete, 4" x 8' x 42"d, 20k rated, 2-piece lid (1,400 lbs each), box weighs 6,700 lbs	450-62-07872	Pre-Cast Specialities 162-240-003				2
Wat Call	Cable, 1000MCM, 1-C, EPR, 280MIL, 35kV, 1/3 Neutral, 100% Insulation, AL						4000
Hardware	3M S458A-1000-AL Cold Shrink QS-III Splice Kit CN and JCN Cable 25/28 kV 1000 kcmil Insulated O.D. Range 1.24-2.0		3M 5458A-1000-AL				6
Hardward Rivin	Riser Termination, #1000 AL, 25/28KV, COLD-SHRINK, no lug, 1 per kit	285-10-12833	Elastimold QT-III Kit 7656-S-4			compatible lug QL2-A-1000-1250	18
Hardwar R	Riser, U-Guard, 5" x 10-ft Long, sch40nolded pvc, for primary & sec risers	285-93-07070	Hubbell PSC2030554				4
Hardware	Duct sealer for conduit with cable	100 00 01010	Raychem RDSS-Clip-1S0				12
Hardware	3/16"x3000' Conduit Measuring tape/Polyester Pull tape		Greenlee 435			1	1
Hardware	210lbx6500' Poly Line		Greenlee 430		1		1
Hardware	Electronic Marking System (EMS) Marker		ЗМ	<u> </u>	+		6
Hardware - Grounding	Ground ROD, 5/8" X 10', Copper-Clad, THREADED	285-40-07085	HUBBELL C635800	nVent Erico 635800	77 D		4
Hardware - Grounding	Ground Rod COUPLING, S/8", Bronze, threaded	285-40-07080	nVent Erico CRS8	Maclean J9182	1	Hubbell CTC-S8	2
Hardware - Grounding	Ground Rod Clamp, 5/8", BRONZE, S/8" ROD TO #8-#1/0 CU	285-40-07075	Maclean J25932	8URNDY GRCS8			16
Will Call			Wattean 723532	BURNUT GRESS	-		100
	Wire, #6 Solid Copper Ground Wire, soft-drawn, bare - 315' coils	280-16-00150	Pre-Cast Specialities 160103009		-		4
Splice Box	Racking system			OLDCAST	-		-
Underground	Underground Splice Shear Bolt Transition Connector (2AWG-250kcmll)		3M QCI 2-250		-		6
Hardware	2"x5/8" Maxi Set Tapcons - USE 1/4" X 1-3/4" LONG TAPCONS	320-69-14285					2
Hardware	Tape, Plastic, Light Grey, Fire Retardant & Electric Arc Proofing 77, 3" x 20'		3-M Manufacturing				2
	RDSS Inflation Tool		Raychem RDSS-IT-16				1
	CO2 Cylinders for RDSS inflation tool		Raychem E7512-0160			Box	1
Hardware - Connectors	Connector, Terminal Lug. 2-hole, tin-plated, #1000 kcmil AL, for feeder riser terminations	285-74-80443	8urndy YA44A3	Blackburn AL-1000-NTN			6
Hardware - Connectors	Connector, Terminal Lug, 2-hole, Shear-bolt, tin-plated, #4/0 - #600 AL or Cu	285-74-80571	3M QL2-A-4/0-600				12
SW (City)	Disc. Switch, 38kV, 900A, Loadbreak for Horizontal or Underhung	285-67-07520	Hubbell/Chance M3H9BA	Alumaform HDS-900A-385-150-AS2A		Siemens 402-03XXPT	6
Lightning	Lighting , 21kV Polymer, Insulated with Bracket	285-03-05060	MacLean 2HP8210C00100	Ohio Brass 2137177324	A Carlo	Siemens 3EK8 210-3GA4-Z Q51	6
Hardware - Brackets	Bracket, for 3ph Disconnect Switches, Underbuild, Mounted Vertically, for Fdr Risers	285-74-80367	Hubbell BA3CS	MacLean GD-SF-SBA-5-45-SB			2
Hardware - Brackets	Bracket, Standoff, 2", 3-Phase Mounting Bracket Fiber	285-74-05238	MacLean G3MAA14824AT	Hubbell/Chance 3SBM4824DFCL			2
Wire/Cable	XL Inflatable Blow Birdle, S"-6" Ducts, 0.07 lbs		WCT 58330-500				1
Wire/Cable	Polywater J Cable Pulling Lubricant, 1 Gallon		American Polywater				15
Wire/Cable	Multi-Strength Basket Grip 1.75" - 1.99" CABLE OD, (Pulling Basket & Eye)		Southwire MBG-199				3
Wire/Cable	Wire #4 1/C 2.4KV, MV-90 Insulated Jumper Cu Birdwire, 501' Spoots	280-80-00230	Okonite 114-24-2219		1		60
Conduit	6" PVC, Sch. 40, S Degree Couplings - Bell x Spigot End, Gray		Heritage Plastics 924353	· ·	*		8
Wire/Cable	Red Line Dart for 8" Ducts		WCT				1
Conduit	Duct Seal Compound, S lbs		Panduit D55				4
Conduit - Riser	Riser, U-Guard, Sin x 10-ft Long, sch.40 molded pvc, for primary & sec risers		Hubbell PSC2030554				2
Conduit - Riser	Riser, ADAPTER BOOT for CABLE GUARD, 2in - Sin SIZE, POLYETIMLENE		Hubbell PSC2030558				1
Conduit - Riser	Riser, BACK PLATE for CABLE GUARD, Sin x 10ft, POLYETHYLENE		Hubbell PSC2030566				1
Wire/Cable	Wire, #2 Cu Hard Drawn, 7-Strand, XLPE, 500' Spool, (60ft)	280-16-00215	Southwire 11349801	T .		1	1 8
Hardware	Cable Steps Cable Support, 4" Insulators, Porcelain		Pre-Cast Specialities Pre-Cast Specialities		-		12
Hardware Hardware	Power System Aqua Seal, Waterproof Insulating Tape, Brown, 3-3/4 in W x 10 ft L x 1/8 in Thick, Elastomer		Cooper POWER Systems 104742		-		2
Splice Box	Threaded Lifting System, Waved Tall Anchor, 3/4", (Coll Thread)		CONAC	-	-		4
Hardware Hardware	PULL-IN IRON, 12in L x 10-7/8in W, 7/8in STEEL ROD SIZE, 20,000ms MINIMUM ULTIMATE TENSILE		CHANCE UTILITY	1	-		2
Hardware - Fasteners	3/4" x 4-3/4" Wedge Anchor Zinc Plated, 20/Box		CONFAST		-		4
Hardware - Grounding	Compression Grounding C-TAP Connector, 6 AWG(Sol) - 2 AWG(Str)		Burndy YGHC2C2		_		12

Note

- 1. SDR 11 HDPE conduit is what other local utilities use. HDPE up to SDR 15.5 will also work. Consulting with chosen contractor may be best course of action to confirm equipment and methodology being used.
- 2. EMS Marker is at discretion of Lake Worth Beach. Markers are recommended to be able to easily locate handholes in the future.
- 3. Raychem parts are for sealing conduits with ducts at the manholes. Equivalent parts or methods may be used instead.
- 4. All areas need to be restored to equivalent or better condition. Contractor responsible for any required material, such as sod or pavement repair material.
- S. Contractor responsible for all material needed to pull cable.