

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS**  
**WORK ORDER NO. 27**

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 **Hooper Corporation**, a foreign for profit corporation 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: 3S03 Feeder Phase 2 Underground Conversion (the “Project”). The Project is more specifically described in the plans prepared by The City, dated October 3<sup>rd</sup>, 2025, 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 Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”.

**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 City Five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

**4.0 Compensation and Direct Purchases**

This Work Order is issued for a lump sum, not to exceed amount of **\$926,350.00** The total not to exceed amount includes contingency of **\$84,213.09** The attached proposal identifies all costs and expenses included in the Work Order

The following Direct Purchases are to be made under this Work Order by the City: **N/A**

**5.0 Project Manager**

The Project Manager for the Contractor is Omar Delgado, phone: 954-787-9788; email: Odelgado@hoopercorp.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: dmartyniuk@lakeworthbeachfl.gov.

**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 Compliance with section 787.06, Florida Statutes.**

By signing this Work Order before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

**10.0 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 09/28/2023, ("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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order 27 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

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

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director



CONTRACTOR:

**HOOPER CORPORATION**

By: *Damon Arsenault*  
Authorized Representative

STATE OF Wisconsin  
(COUNTY OF Dane )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 9th day of February 2026, by Damon Arsenault, as the Vice President [title] of Hooper Corporation a corporation authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and Hooper Corporation, to the same.

Notary Seal:



*Kathleen Walsh*  
Notary Public Signature

**Exhibit “1”**



**January 12, 2026**

**Reference:** 4A3S03 Phase 2 – Underground Conversion of Circuit – REVISION 3

**Start Date:** TBD

**Completion Date:** TBD

**Project:** 4A3S03 Phase 2 – Underground Conversion of Circuit.

**Project Location:** Underground distribution along west side of and under railway tracks from 5<sup>th</sup> Ave S to 8<sup>th</sup> Ave S, Lake Worth Beach FL 33460

**Scope of Work:** The underground conversion, and system hardening of 4A3S03 feeder along S F Street. All work that shall be included is identified in drawings provided for the contractors. This includes feeder risers with ductile iron poles with 3 phase conductor runs. All lateral work will be constructed by City of Lake Worth Beach staff. All locations of poles and conductor runs are identified in construction prints. Specifications will take precedence over drawings if Owner confirms accuracy of contradiction agrees with specification.

**Revision Updates:**

- Splice kit installations have been included for the 3S03 feeders at LOC 8A (3) and LOC 11A (3), E12 feeders at LOC 9A (6), 1200 feeders at LOC 9B (3) and LOC 11C (3), as directed by Jean's email on 1/9/2026.

**Controlling Documents:**

- Bid Request – 4A3S03 Circuit Voltage Conversion and System Hardening – Phase 2 email received 10/23/25 (Attached)
- 3S-03 UG Phase 2\_REV4.1.pdf
- IFB Hardening & Conversion of Feeder 3S03 UG Second Phase.docx

**Clarifications:**

- Bid includes changes discussed in the field with Hooper's GF and CLWB personnel.
- All lateral work is not included in bid; only locations listed are included in bid
- The installation of all poles/structures includes rock backfill.
- If a pole/structure needs to be relocated after hole has been dug, there will be a charge for added labor.
- Where existing risers are to be demolished, cable removal is done by others.
- City of Lake Worth Beach will provide all materials.
- Hooper is responsible for sidewalk and asphalt repairs.
- Hooper shall have access to all work locations.
- Hooper will notify Lake Worth Beach of any conflicts with other utilities.
- All poles with 3<sup>rd</sup> party attachments will be top cut.
- Hooper doesn't foresee any required MOT permit being required. In the event it is needed Hooper will be responsible for the MOT permit.
- An adder for drill 2 hole in each ductile iron pole has been added per email dated 8/20/24.

**Estimated Duration of work for project is 8 weeks.**

**Proposed Pricing is: \$ 842,136.91.**

**4A3S03 Phase 2 - URD Conversion - REVISION 3 1/12/26**

<b>UNDERGROUND</b>			<b>\$ 754,494.26</b>
Installation of 2-6" Conduit via Directional Bore - LOC 9B to LOC 13	LF	270	\$ 12,420.00
Installation of 2-6" Conduit via Directional Bore - LOC 5 to LOC 5.1	LF	160	\$ 7,360.00
Installation of 3-6" Conduit via Directional Bore - LOC 9A to LOC 14	LF	490	\$ 28,175.00
Installation of 5-6" Conduit via Directional Bore - LOC 5 to LOC 9AB	LF	1075	\$ 102,608.75
Installation of 9-6" Conduit via Directional Bore - LOC 9AB to LOC 12	LF	530	\$ 82,282.50
Installation of 36" Metal Sleeve Casing via Directional Bore	LF	110	\$ 45,540.00
Delivery & Welding of 36" Metal Sleeve Case	LS	1	\$ 5,750.00
Installation of Feeder Splice Box	EA	9	\$ 15,525.00
Installation of 36" Hand Hole for Communications	EA	4	\$ 1,840.00
Feeder Cable Pull	LF	4700	\$ 49,538.00
<b>Install 26kV Splice Kits</b>	<b>EA</b>	<b>18</b>	<b>\$ 19,432.26</b>
Maintenance of Traffic (MOT)	LS	1	\$ 29,440.00
Asphalt Restoration	SF	6700	\$ 101,438.00
Concrete Restoration	SF	1300	\$ 30,147.00
GPR Scanning & Private Locates	LS	1	\$ 2,875.00
Hauling of Cable Feeder to Jobsite	LS	1	\$ 3,680.00
Materials (6" Conduit, Splice Box, Hand Holes, 36" Metal Sleeve Casing)	LS	1	\$ 191,465.82
Coordination with Subcontractor	LS	1	\$ 24,976.93
			\$ -
<b>OVERHEAD</b>			\$ -
<b>LOC 5.1</b>			\$ -
			<b>\$ 26,801.65</b>
Layout Conductor on Hot Arms at Adjacent Poles North & South	EA	12	\$ 4,492.44
Hand-Dig Pole Hole	EA	1	\$ 998.25
Install 55/H6 Ductile Iron Pole (7.5' Depth)	EA	1	\$ 4,901.62
Install Crossarm Tangent	EA	2	\$ 1,247.86
Transfer Primary Conductor (5002)	EA	3	\$ 1,497.36
Transfer Neutral	EA	1	\$ 499.12
Transfer Secondary	EA	1	\$ 374.37
Install Disconnect Bracket	EA	1	\$ 311.97
Install 900A Disconnects	EA	3	\$ 1,123.11
Install Primary Riser Bracket	EA	1	\$ 311.97
Install 25kV Primary Terminations	EA	3	\$ 2,994.75
Install Jumpers for Disconnects	EA	3	\$ 1,123.11
Install 21kV LAs	EA	3	\$ 935.91
Install Ground	EA	1	\$ 249.56
Install 5" U-Guard	EA	1	\$ 1,247.81
Remove Hot Arms at Adjacent Poles North & South	EA	12	\$ 4,492.44
			\$ -
<b>LOC 13</b>			\$ -
			<b>\$ 37,533.50</b>
Layout Conductor on Hot Arms	EA	6	\$ 2,246.22
Layout Conductor on Hot Arms at Adjacent Poles North & South	EA	12	\$ 4,492.44
Hand-Dig Pole Hole	EA	1	\$ 998.25
Install 55/H6 Ductile Iron Pole (7.5' Depth)	EA	1	\$ 4,901.62
Install DDE Crossarm	EA	2	\$ 1,247.86
Install/Remove Macs	EA	15	\$ 1,872.15
Install Conductor DE	EA	12	\$ 4,492.44
Install Neutral DE	EA	2	\$ 748.74
Install Feeder Riser Bracket	EA	1	\$ 249.56
Install Disconnect Bracket	EA	1	\$ 249.56
Install 21kV LAs	EA	3	\$ 935.91
Install 25kV Primary Terminations	EA	3	\$ 2,994.75
Install 900A Disconnects	EA	3	\$ 1,123.11
Install Jumpers	EA	9	\$ 3,369.33
Transfer Span Guy	EA	1	\$ 1,185.41
Install Ground	EA	1	\$ 249.56
Remove Jumpers	EA	9	\$ 1,684.44
Remove Terminations	EA	3	\$ 748.68
Remove 900A Disconnects	EA	3	\$ 1,123.11
Remove Disconnect Bracket	EA	1	\$ 187.16

