CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT WORK ORDER NO. 1 Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements

THIS WORK ORDER for System Hardening and Reliability Improvements ("Work Order" hereafter) is made on 2/25/2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and <u>Hooper Corp.</u>, a Florida corporation ("Contractor").

1.0 <u>Project Description</u>:

The City desires the Contractor to provide all goods, services, materials and equipment identified herein related to the System Hardening and Reliability Improvements project generally described as: <u>Canal Substation Circuits – 6001, 6003 & 6004 Storm Hardening & Reliability</u> <u>Improvements</u> (the "Project"). The Project is more specifically described in the proposal prepared by The Hooper Corp., dated February 2, 2021 and plans prepared by City of Lake Worth Beach and are incorporated herein by reference.

2.0 <u>Scope</u>

Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contactor'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 <u>90</u> working days from the Effective Date of this Amendment. Final completion of all services and work (and all punch-list items (if any)) under this Amendment shall be within <u>110</u> working 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 $\frac{50}{20}$ dollars (500.00) for each day that expires after the time specified in this Work Order.

4.0 <u>Compensation</u>

This Work Order is issued for a not to exceed amount of \$ <u>2,300,905.72</u>. 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: <u>City to provide all</u> materials

5.0 Project Manager

The Project Manager for the Contractor is <u>Omar Delgado</u>, phone: <u>407-319-9951</u>; email: <u>ODelgado@hoopercorp.com</u>; and, the Project Manager for the City is <u>James Woolley</u>, phone: <u>561-533-7384</u>; email: <u>jwoolley@Lakeworthbeachfl.gov</u>.

6.0 Progress Meetings

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

7.0 <u>Contractor's Representations</u>

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 RFP; 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 <u>Warranty</u>

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 (I) 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.

7.0 <u>Authorization</u>

This Work Order is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated <u>May 15, 2018</u> ("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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IN WITNESS WHEREOF the parties hereto have made and executed this Work Order No. 1 to the System Hardening and Reliability Improvements Agreement as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

CONTRACTOR:

ATTEST:

By:

Melissa Ann Coyne,

By: Pam Triolo

MAC fpreborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _ Christy Goddeau

Glen J. Torcivia, City Attorney

Pam Triolo, Mayor

APPROVED FOR FINANCIAL SUFFICIENCY

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

Hooper Corp., By: Print Name: Title:

STATE OF COUNTY OF



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EXHIBIT "1" Contractors Proposal



February 2, 2021

City of Lake Worth Beach Electric Utilities Department 1900 2nd Ave. North Lake Worth, FL 33461

RE: Canal Substation 6001, 6003 and 6004 Reliability Improvement

Mr. Gill,

Hooper Corporation is in receipt of Request for pricing Sheet Removal & Hardening – 6001, 6003 & 6004 rev.1 and Canal Sub Circuit Maps 6001, 6003 & 6004. The latest revision was received on 2/1/2021.

I have attached the completed pricing sheet, Clarification & Exceptions and copy of Canal Substation Circuit map for your review.

Hooper realizes there are many items in the scope that may need to be addressed in the field during the construction process with the assistance and coordination of the CLWB.

Our plan includes providing documentation of each individual pole prior to and after work is finished.

As I stated in our conference call on February 1, 2021, our Number 1 goal is Safety, followed by Quality and Productivity.

Our pricing is based on:

- 3 Four man crews
- 1 General Foreman.
- 3 Bucket trucks
- 2 Digger Derricks
- 2 Backyard Machines
- 1 Wire Cart.

These crews would be working 50 - 60 hours a week.

The billing rate for these crews, working a 50 hour week, would be approximately \$75,000.00 per week based on our current contract. If work started no later than the first week of March and a limited number of Saturdays were worked, based on the estimate we provided, our crews could work through August to complete the known repairs scope and any other maintenance items discovered but not yet documented, such as pole or transformed replacements.

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Thank you for the opportunity to provide pricing on this project. We look forward to working with you and your team on this project and on future projects. If you have any questions or need further discussion on our proposal, please don't hesitate to call me.

Thanks, Shotuch Gary Shortridge



ELECTRIC UTILITIES DEPARTMENT 1900 2ND AVENUE NORTH LAKE WORTH BEACH, FL 33461

City of Lake Worth Beach, Florida

Request for Pricing Instructions

Canal Substation 6001, 6003, 6004 Reliability Improvements

- 1. Introduction
- 2. Contracted Parties
 - Owner City of Lake Worth Beach 1900 2nd AVE North Lake Worth, FL 33461

Project Manager(s):	James Woolley (561-533-7384) jwoolley@lakeworthbeachfl.gov
	Robert Pirson rpirson@lakeworthbeachfl.gov
Distribution Engineer(s):	Robert Pirson rpirson@lakeworthbeachfl.gov
	Jean St.Simon (561-586-1699) jssimon@lakeworthbeachfl.gov
Construction Managers:	James Woolley (561-533-7384) jwoolley@lakeworthbeachfl.gov
	Jean St. Simon (561-586-1699) jssimon@lakeworthbeachfl.gov
Vegetation Management:	Ed Wamsley (561-225-4027)

Consulting Engineer: Power Engineers

- 3. Review Project Scope of Work:
 - a. CLWB Circuit Maps: 6001, 6003 & 6004
 - b. Remove/Replace steel cross-arms with fiberglass cross-arms
 - c. Remove/Replace open-wire secondary with 4/0 triplex
 - d. Install animal guards:

- i. Middle Φ on cross-arms/vertical/Modified-vertical construction
- ii. Install insulated bird-wire on transformers, fuse switches and LA's
- iii. Install eel-guard on feeder jumpers/junctions
- e. Replace blown or damaged LA's
- f. Remove/Replace deteriorated wood cross-arms as needed
- g. Remove/Replace deteriorated wood poles; CLWB approval required
- h. Remove/Replace leaking or deteriorated transformers; CLWB approval required
- i. Test all ground rod locations; maximum 25 Ohm's, record per location
- j. Repair/replace missing/damaged pole bonds
- k. Replace broken or missing down-guys
- I. Inform CLWB team areas requiring vegetation management
- m. Contractor to coordinate all planned outages;
 - i. Hang door notices 72 hours in advanced
 - ii. Provide CLWB with outage schedule, address & location
- n. Contractor shall be responsible for all property, landscaping, grassed and sidewalk restoration as needed.
- Contractor shall be responsible for all Maintenance of Traffic and required MOT permits as needed.
- p. CLWB to provide all materials
- q. CLWB to provide circuit maps and construction standards for reference

Canal Substation 6001, 6003, 6004 Reliability Improvements

- Quote Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents.
 Pricing shall be provided for all labor and equipment to be utilized to complete the project.
- 2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
- Time of Completion: Substantial completion in 90 Business Days, Final Completion in 110 Business Days upon issuance of NTP or Purchase Order.

 Quotes shall be submitted electronically via e-mail to : Michael Jenkins: <u>mjenkins@lakeworthbeachfl.gov</u> with copy (CC) to Paul Nicholas <u>pnicholas@lakeworthbeachfl.gov</u> During the quote process, all questions regarding the Canal Substation 6001, 6003, 6004 Reliability Improvements for pricing shall be sent to Michael Jenkins: <u>mjenkins@lakeworthbeachfl.gov</u> with copy (CC) to Paul Nicholas <u>pnicholas@lakeworthbeachfl.gov</u>

5. Submission Deadline

Day/Date:	Tuesday February 2nd, 2021
Time:	3:00 pm
Location:	Electronic submission to <u>mjenkins@lakeworthbeachfl.gov</u> pnicholas@lakeworthbeachfl.gov

Submittal shall be clearly noted in email subject line "Canal Substation 6001, 6002, 6003,
 6004 Reliability Improvements"

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7. Submissions shall be completed utilizing the attached Bid Tab

Bid Tab & Schedule of Unit Prices

Canal Substation 6001, 6003, 6004 Reliability Improvements

Bid of: Hooper Corporation

(Bidder Name)

Total Bid Amount: \$ \$2,300,905.72

(Input Dollar Figure Here)

Two Million Three Hundred Thousand Nine Hundred Five and ----- 72/100 Dollars (Write Dollar Figure Here)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		
2	Estimated T&M 6001	1	LS	\$123,272.90	\$123,272.90
3	Estimated MOT 6001	1	LS	See Clarific	ations
4	Estimated Restoration 6001	1	LS		
5	Estimated T&M 6003	1	LS	\$696,596.92	\$696,596.92
6	Estimated MOT 6003	1	LS	See Clarific	ations
7	Estimated Restoration 6003	1	LS		
8	Estimated T&M 6004	1	LS	\$1,481,035.90	\$1,481,035.90
9	Estimated MOT 6004	1	LS	See Clarific	ations
10	Estimated Restoration 6004	1	LS		
11	Pole Replacement 50/1 (accessible/pole only)	1	EA	\$1,255.72	\$1,255.72
12	Pole Replacement 45/1 (inaccessible/pole only)	1	EA	\$2,300.75	\$2,300.75
BID TOTAL:					\$2,300,905.72



February 2, 2021

Clarifications and Exception for work on Circuits 6001, 6003 & 6004

City of Lake Worth

- All work is based on the notes provided by the City. (Notes are attached.)
- Hooper reviewed each circuit with notes and maps provided, the notes addressed:
 - Number of poles in lead.
 - Number of poles with steel.
 - Number of spans of secondary to replace.
- The following items are estimated quantities:
 - Install animal guards:
 - Middle phase on cross-arms/vertical/Modified-vertical
 - Install insulated bird-wire on transformers, fuse switches and LA's
 - Install eel-guard on feeder jumper/junctions
 - Replace blown or damaged LA's
 - o Remove/Replace deteriorated wood cross-arms as needed.
 - Remove/Replace deteriorated wood poles; CLWB approval required.
 - Remove/Replace leaking or deteriorated transformer; CLWB approval required
 - Test all ground rod locations; maximum 25 Ohm's, record per location
 - Repair/replace missing/damaged pole bonds.
 - Replace broken or missing down-guys.
- Hooper will provide all labor, equipment and tooling for this project.
- Work is based on a 50 60 hour work week.
- Hooper is assuming (3) 4 person crews, with a General Foreman for work on these circuits.
- The following equipment will be required and supplied:

- o (3) 55' Buckets
- o (2) Backyard Buckets
- \circ (2) Digger Derrick
- (4) Pickups
- \circ (1) Wire trailer
- All tree trimming will be performed by City with advanced notice of at least 48 hours.
- Hooper shall notify City 72 hours in advance of any required outages.
- Hooper is not responsible for any permits.
- City of Lake Worth will provide all material for this project.
- City will provide any required training for switching or clearances.
- Hooper will notify the City of any poles that need to be replaced prior to work. Several poles have pole tops in very bad condition.
- Hooper will notify City of any transformer location that may need to be replaced.
- City of Lake Worth will provide a laydown yard (show-up).
- City of Lake Worth will provide access to Right of Way.
- Estimate doesn't include additional traffic control or flaggers that may be required. If additional traffic control is required, Hooper will hire a third party contractor to perform these duties and submit invoice plus 10% to CLWB for re-imbursement.

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OR BK 32271 PG 0086 RECORDED 03/10/2021 09:42:44 Palm Beach County, Florida Joseph Abruzzo,Clerk Pss 0086 - 90; (5pss)

City of Lake Worth Beach Financial Services

FEB 16 2021

EXHIBIT "C" PUBLIC CONSTRUCTION BOND FORMS

Record and Return to:

CITY OF LAKE WORTH PAYMENT AND PERFORMANCE BOND (Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. 354225781

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name: Hooper Corporation Principal Business Address: 2030 Pennsylvania Avenue, Madison, WI 53704 Telephone Number: (608) 271-3900

SURETY:

Name: Liberty Mutual Insurance Company Principal Business Address 175 Berkeley Street. Boston, MA 02116 Telephone Number: (715) 261-5711

OWNER:

City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460 (561) 586-1600

CONTRACT: System Hardening and Reliability Improvement Program Contract Work Order No: 1 Date: February 2, 2021 Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300.905.72) Description (Name and Location): Canal Substation Circuits - City of Lake Worth Beach, FL General Description of Work: Canal Substation Circuits - 6001, 6003 & 6004 Storm Hardening & Reliability Improvements

BOND

Date (not earlier than Work Order Date): February 10, 2021 Amount: Two Million Three Hundred Thousand Nine Hundred Five and 72/100 Dollars (\$2,300,905.72) Modifications to this Bond Form: None

Ilighter

BY THIS BOND, we, <u>Hooper Corporation</u> as Principal, and <u>Liberty Mutual Insurance Company</u>, a corporation, as Surety, are bound to the City of Lake Worth, Florida, herein called Owner, in the sum of <u>Stro Million Three Mundred Throusand Three Mundred Th</u>

THE CONDITION OF THE DOND is that if Dringingh

1. Performs the work set forth in the above noted Work Order and as further required in the System Hardening and Reliability Improvement Program Construction Services Contract dated <u>May 15</u>, 2018, between Principal and Owner, with the Work Order, the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the "Contract Documents", at the times and in the manner prescribed in the Contract Documents; and

2. Promptly makes payments to all claimants, as defined in section 713.01, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Order and in accordance with the Contract Documents; and

3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

4. Performs the guarantee of all work and materials furnished under the Work Order and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Work Order and Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Work Order and Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term "balance of the contract price" shall mean the total amount payable by the Owner to the Principal under the Work Order and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Dated on: February 10, 2021

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a.

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Mining In.	
Signed and sealed this 10th day of CEebruary	, 201 2021
Witness Witness	Corporation
The sin the sin the second sec	David Miller, Vice President
4	(Corporate Seal)
/ C Liberty	Mutual Insurance Company
Witness Surety	
	Repair of the
	Attorney-in-Fact
	(Attach Power of Attorney)
	Bradley S. Babcock Print Name
	(Corporate Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8202708-984216

on any business day

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. Bradley S. Babcock; Kimberly L. Babcock; Eric Ruedebusch

all of the city of state of Wł each individually if there be more than one named, its true and lawful attorney-in-fact to make. Grafton execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of December , 2019

Liberty Mutual Insurance Company INSUA INSU INS The Ohio Casualty Insurance Company West American Insurance Company MF 1991 an quarantees By: David M. Carey, Assistant Secretary State of PENNSYLVANIA credit. SS County of MONTGOMERY On this 10th day of December 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance value EST đ Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes letter therein contained by signing on behalf of the corporations by himself as a duly authorized officer. mortgage, note, loan, lett e, interest rate or residual the validity of this Power of Attorney 8240 between 9:00 am and 4:30 pm IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written. PAS COMMONWEALTH OF PENNSYLVANIA Notarial Seal By: Teresa Pastella Teresa Pastella, Notary Public Upper Merion Twp:, Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries RY. This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: for m rate, ARTICLE IV - OFFICERS: Section 12. Power of Atorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the Not valid f currency r President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such confirm 10-832instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. ARTICLE XIII - Execution of Contracts: Section 5, Surety Bonds and Undertakings, οġ Any officer of the Company authorized for that purcose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do

hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revolved by said Companies, is in full force and effect and

IN TEST MONY WHEREOF Have hereunto set my hanc and affixed the seals of said Companies this 10th day of February 2021



Renee C. Llewellyn, Assistant Secretary

LIBERTY MUTUAL INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: October 11, 1918 No. 91-04-1543470

Florida

Department of Insurance

all. 100

Tom Gallagher Treasurer and Insurance Commissioner

