

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT
FIRST AMENDMENT TO WORK ORDER NO. 1
Canal Substation Circuits - 6004 Storm Hardening &
Reliability Improvements**

THIS FIRST AMENDMENT for System Hardening and Reliability Improvements ("First Amendment" hereafter) is made on , between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Hooper Corp.**, a Florida corporation ("Contractor").

1.0 Project Description:

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: **Canal Substation Circuit – 6004 Storm Hardening & Reliability Improvements** (the "Project"). The Project is more specifically described in the Contractors Request for Change Order prepared by **The Hooper Corp.**, dated **March 22, 2022**, and is attached hereto as **Exhibit "1"** and incorporated herein.

2.0 Scope

Under this Amendment, the Contractor will provide the City of Lake Worth with additional construction services for the Project as specified in the **Contractor's Request for Change Order attached hereto and incorporated herein as Exhibit "1"**. Additional services to be provided under this Amendment include but not limited to; Installation of additional poles, replacement of additional damaged poles, replacement of additional cross-arms, transformers & insulators; installation of additional animal guards, down-guys and transfer of services both overhead and underground.

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Amendment shall be within **45** 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 **60** working days from the Effective Date of this Amendment. The Effective Date of this Amendment is the date following the parties' execution of this Amendment 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 First Amendment, 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 First Amendment and the Contract Documents, and that the City will suffer financial loss if the services and work described in this First Amendment and the Contract Documents are not completed within the times specified in this First Amendment. 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 **\$100** dollars (\$100.00) for each day that expires after the time specified

in this First Amendment.

4.0 Compensation

This First Amendment is issued for a not to exceed amount of \$ 2,058,345.63. 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 First Amendment by the City: City to provide all materials.

5.0 Project Manager

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

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 Contractor's Representations

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

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this First Amendment, 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 Amendment price within the Amendment 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 Amendment price, within the Amendment 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

Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Amendment will be in accordance with this Amendment and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Amendment 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 Amendment 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.

7.0 Authorization

This Amendment is pursuant to the System Hardening and Reliability Improvements Contract for between the City of Lake Worth and the Contractor, dated May 15, 2018 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this First Amendment 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 Amendment to the System Hardening and Reliability Improvements Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

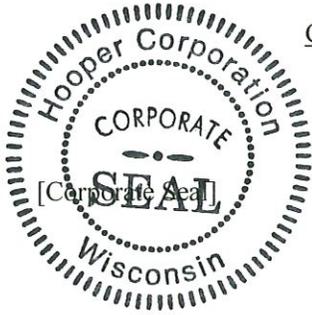
By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director



CONTRACTOR:

Hooper Corporation.

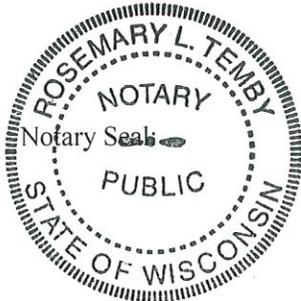
By: *G. Jacob Davie*

Print Name: G. Jacob Davie

Title: Vice President

STATE OF Wisconsin)
COUNTY OF Dane)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14th day of June 2022, by G. Jacob Davie, as the Vice President [title] of **Hooper Corporation.**, a Florida 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 that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



Rosemary L. Temby
Notary Public Signature
My Commission Expires on 2/1/2023

EXHIBIT "1"
Contractors Request for Change Order



6450 Pederson Crossing Blvd
DeForest, WI 53532

Request for Change Order

Date: March 22, 2022

Project: Contract for System Hardening and Reliability Improvement
WO 1 Canal Substation Circuits - 6001, 6003 & 6004 Storm
Hardening & Reliability Improvements.

Change Order Request Number: 1

To: City of Lake Worth Beach

Reason for Request: Out of Scope Work to Harden Circuit 6001, 6003, & 6004

Item	Description	Total
1	Out of scope work on 6001 (See attached summary – 6001)	\$268,533.15
2	Out of scope work on 6003 (See attached summary – 6003)	\$1,186,552.35
3	Out of scope work on 6004 (See attached summary – 6004)	\$2,058,345.63

Original Contract Amount	\$2,300,905.72
Change Orders to Date	\$0.00
Contract Amount Prior to this Change	\$2,300,905.72
This Change Order Amount	\$3,513,431.13
The New Contract Sum including this Change Order	\$5,814,336.85

CHANGE ORDER AMOUNT ITEMS 1	\$2,058,345.63
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Change Order Summary - Circuit 6004

Original Contract Amount 6004	\$1,481,035.90
Change Orders to Date 6004	\$0.00
Contract Amount Prior to this Change	\$1,481,035.90
This Change Order Amount 6004	\$2,058,345.63
The New Contract Sum including this Change Order	\$3,539,381.53

Item	Orig SOW (QTY or LF)	(a)	(b)	Equals (a)+(b)	Extended Dollar Amount
		Additional Qty Changed/Replaced	Additional to Replaced	Total	
Remove Steel pole top pins	320	300	50	350	\$35,700.00
Install Polymer insulator and pole top pin	320	300	50	350	\$71,400.00
Remove Open Wire Secondary	17,900	5,600	4500	10100	\$10,988.80
Remove Wood or Steel Xarms w/ insulators	131	75	18	93	\$31,620.00
Install Fiberglass xarm & Insulator	131	75	18	93	\$60,078.00
R/R Wood Poles (rotten)	47	244	35	279	\$535,666.05
Additional Wood Poles (reduce span width)	0	124	35	159	\$305,272.05
Install down guys and anchors	0	80	10	90	\$30,600.00
Relocate Underground services	0	185	12	197	\$107,168.00
Install additional pole grounding	0	368		368	\$100,096.00
Additional Wildlife protection at additional location	0	115		115	\$7,820.00
Remove & Install transformers	0	202		202	\$240,380.00
Additional UG Conversion Not in original SOW	0	\$208,111.65	\$72,000.00	\$280,111.65	\$280,111.65
After Hours Outages for customer(Manhours)	0	150	60	210	\$32,550.00
Future Conversion @ professional building and Medical Offices 3175 Congress	0		\$75,000.00	\$75,000.00	\$75,000.00
1/0 ACSR installed	0	1600		1600	\$2,176.00
4/0 MX Install	8000	1500	1200	2700	\$4,406.40
1/0 MX Install	0	1700		1700	\$2,543.20
House Service to retap at pole location	520			0	\$0.00
House Services transferred to new pole loction	94	315		315	\$85,680.00
MOT	\$0.00		\$27,500.00	\$27,500.00	\$27,500.00
Dumpster (Waste Management)	\$0.00	\$9,589.48	\$2,000.00	\$11,589.48	\$11,589.48
				0	\$0.00

\$2,058,345.63