

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS
WORK ORDER NO. 9**

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: 6th Ave South Hardening Circuit 4R0604 (the “Project”). The Project is more specifically described in the plans prepared by Hooper Corp, dated July 12 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 **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 **210 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 **\$561,786.27**. The total not to exceed amount includes contingency of **\$92,395.00**. 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 Gary Shortridge , phone: 313-573-5165 ; email: GShortridge@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 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** 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: B C

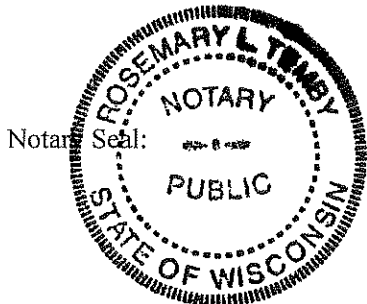
[Corporate Seal]

Print Name: Bruce Cram

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 12th day of July 2024, by Bruce Cram, as the Vice President [title] of **Hooper Corporation**, a foreign profit Corporation, 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 Tenby
Notary Public Signature
My Commission Expires 02/01/2027



July 12, 2024

Reference: 6th Ave S Hardening Circuit 4R0604_Revised

Start Date: TBD

Completion Date: TBD

Project: 6th Ave. S 0604 System Hardening and Voltage Conversion.

Project Location: 6th Ave. S., Lake Worth Beach FL 33460

Scope of Work: Voltage conversion and system hardening of 0604 feeder. All work that shall be included is identified in a New drawing for the contractor. This includes overhead feeder lines with ductile iron poles with 3 phase conductor runs. Step down transformers must be installed to maintain the laterals operating on 4kV. The 3-phase feeder will be re-conducted with 3-556 and 4/0N and removal of existing conductors. All existing open wire secondary will be replaced with 4/0 triplex. When the open wire extends outside of the work area the secondary will be replaced to the first adjacent pole. 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.

Controlling Documents:

- Distribution Hardening and Voltage Conversion Project email received 6/12/2024(Attached)
- IFB 0604 Storm Hardening and Voltage Conversion.docx
- Circuit 0604_Issued For Construction 05_07_2024 New.pdf
- Circuit 0604_Issued For Construction 05_07_Old.pdf

Clarifications:

- Pole Location 7A, 8A & 9A poles will not change out feeder will be reconducted.
- City of Lake Worth Beach will provide laydown yard.
- 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 3rd 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.

Estimated Duration of work for project is 16 weeks.

Proposed Pricing is: \$469,391.27.