## CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENT WORK ORDER NO. 3

#### **New Main Yard Control House Construction**

THIS V	VORK ORD	<b>ER</b> for	System	Hardening	and Re	eliability
Improveme	ents ("	Work	Order"	hereafter)	is	made on
		_, between	the City of	Lake Worth Bea	<b>ach</b> , a Flor	ida municipal
corporation loca	ated at 7 No	rth Dixie Hiç	ghway, Lake	Worth, Florida 33	460 ("City")	and <u>Hooper</u>
Corp., a Florida	a 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: **New Main Yard Control House Construction** (the "Project"). The Project is more specifically described in the request for pricing and proposal prepared by **The Hooper Corp.**, dated **April 6**, **2022** and plans prepared by TeamworkNET and are incorporated herein by reference.

#### 2.0 Scope

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 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 250 dollars (\$250 .00) for each day that expires after the time specified in this Work Order.

#### 4.0 Compensation

This Work Order is issued for a not to exceed amount of \$1,354,827.63. 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 Work Order by the City: <u>Items to be purchased by the City are included under "Owner Supplied Material"</u>, page 9 & 10 of the Contactor's <u>proposal attached hereto and incorporated herein as **Exhibit "1"**.</u>

#### 5.0 **Project Manager**

The Project Manager for the Contractor is <u>Omar Delgado</u>, phone: <u>1-407-319-9951</u>; email: <u>odelgado@hoopercorp.com</u> and, the Project Manager for the City is <u>David Martyniuk</u>, phone: <u>561-586-1629</u>; email: <u>Dmartynuik@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 <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 Warranty

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 May 15, 2018 ("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

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order to the System Hardening and Reliability Improvements Agreement on the day and year first above written.

#### CITY OF LAKE WORTH BEACH, FLORIDA

	By:
	By:Betty Resch, Mayor
ATTEST:	
By:  Melissa Ann Coyne, CMC, City Clerk	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED FOR FINANCIAL SUFFICIENCY
By: Glen J. Torcivia, City Attorney	By:Bruce T. Miller, Financial Services Director
[Corporate Seal On A A Land Contractor:	Hooper Corp.  By:
STATE OF <u>Wisconsin</u> ) COUNTY OF <u>Dane</u>	
☐ online notarization on this 11th day of Apri Vice President [title] of Hooper in the State of Florida, who is per	nowledged before me by means of \( \) physical presence or \( \) 2022, by \( \) Jake Davie \( \), as the \( \) Corp., a Florida Corporation authorized to do business \( \) sonally known to me or who has produced, and who did take an oath that he or she is duly authorized
to execute the foregoing instrument and bind the MARY L. NOTARY  Notary Seal:  My Gommission Expers on 2/1/2023	

## EXHIBIT "1" Contractors Proposal



# City of Lake Worth Beach, Florida City of Lake Worth Beach Electric Utility (CITY) Meeting Agenda & Pricing Instructions NEW MAIN YARD CONTROL HOUSE CONSTRUCTION

1. Introduction

2. Contracted Parties

 Owner – City of Lake Worth Beach 1900 2<sup>nd</sup> AVE North Lake Worth, FL 33461

Project Manager CLWB: David Martyniuk (561)586-1629

dmartyniuk@lakeworthbeachfl.gov

<u>Substation Engineer(s):</u> Warner Patterson (561)586-1665

wpatterson@lakeworthbeachfl.gov

Supporting Engineer(s): Paul Nicholas (561)533-7353

pnicholas@lakeworthbeachfl.gov

Owners Rep/CM: Mark Mezzancello (917)560-5379

markmezzancello@hotmail.com

Consulting Engineer: Team Work Net (TWN)

Robert Farkas (813)951-6288 <u>rfarkas@teamworknet.com</u> Jose Guerra (954)939-1063 <u>jguerra@teamworknet.com</u>

**BHI Energy** 

George Guirguis (561)317-3330 george.guirguis@bhienergy.com Jose Hernandez (813)476-4859 jose.hernandez@bhienergy.com

Systems Operations: Jason Bailey (561-586-7436)

jbailey@lakeworthbeachfl.gov

- 3. Engineer's During Construction: TWN, CLWB, & BHI
- 4. Review Project Scope of Work, all specifications herein, & substation drawing package.

## New Main Yard Control House Construction RFP# 18-206 Contracts Request for Project Pricing Instructions

- Pricing Instructions: Shall be in accordance with RFP 18-206 and the Contract Documents.
   Pricing shall be provided for all labor, certain equipment, grounding, construction, project management from contractor, control house installation, conduit and cable installation, and any testing and commissioning items inside the specifications.
- 2. Terms and Conditions: Shall be in accordance with RFP 18-206 and the Contract Documents
- Time of Completion: Substantial completion in 160 working days, Final Completion in 180
   Working Days upon issuance of NTP or Purchase Order.
- 4. Contractor shall submit tentative working schedule based on expected lead times and availability.
- 5. Contractor shall submit a chain of command list. Final contacts can be sent upon construction start date but general flow should be provided.
- Project Proposals shall be submitted electronically via e-mail to:
   David Martyniuk: <u>dmartyniuk@lakeworthbeachfl.gov</u> with copy (CC) to <u>pnicholas@lakeworthbeachfl.gov</u>
- During the project pricing process, all questions regarding the New Main Yard Control House
   Construction request shall be sent to by March 30th, 2022 3 p.m.
   dmartyniuk@lakeworthbeachfl.gov with copy (CC) to pnicholas@lakeworthbeachfl.gov
- 8. Submission Deadline

Day/Date: Wednesday April 6th, 2022

- Time: 3:00 pm by email as stated in 6 and 7 above. Submittal shall be clearly noted in email subject line "New Main Yard Control House Construction"
- 10. Submissions shall be completed utilizing the attached Project Bid Form

#### PROJECT BID FORM

The undersigned proposes to furnish all tools, labor, supervision, equipment, services and materials (materials other than those furnished by CITY) for the proper completion of this project.

This job shall be worked in accordance with the drawings, conditions, requirements and instructions covered in the Scope of Work (SOW) and oversight of the assigned construction lead.

#### STRUCTURAL AND ELECTRICAL INSTALLATION

Bid for performing all work as described and broken down as follows:

Trench and Pull Box Installations		<u>\$ 115,315.32</u>
PT and Fuse Cutout Installations		<u>\$ 75,687.73</u>
Grounding Installations		\$ 36,394.03
Conduit/Cable Trench and Pull Box Ir	nstallations	<u>\$130,290.84</u>
Control and Power Cables Installation	ns (incl. terminations)	\$ 663,033.10
Junction Boxes and Accessories		\$ 20,857.59
Control Building Installation		<b>\$37,540.59</b>
Clearing and Rock Grading		\$ 89.743.00
DEMO		\$ 64,721.50
This work may include, but is not limite cable pulling, cable terminations, command demolition of existing installations boxes, conduit, station service, bus PTs	nissioning, (junction	
Miscellaneous		\$ 121,243.93
	Bid Price \$ 1,	354,827.63

#### **SPECIAL INSTRUCTIONS**

Completed jobs will contain all approved documents and memos. Within three (3) working days of completion of the job, the contractor must have provided to the CITY Representative original "as-built" marked up in red. Contractor will inventory the completed work within ten (10) working days and present it to the CITY Company Representative for his/her review.

#### DAMAGE TO PUBLIC OR PRIVATE PROPERTY BY CITY CONTRACTOR

If the Contractor has knowledge or notification of damages done to the customer/owner's property or possessions, he will within 24 hours provide to the customer/owner the name and phone number of the Contractor's representative who will handle the claim. The CITY Company representative must also be notified of a pending claim within 24 hours.

Any damages to public or private property caused by contract crews must be repaired immediately at Contractor's expense. If, within seven (7) working days (including the day of notification), repairs have not been made, or are not in the process of being made in accordance with the customer/owner's satisfaction, CITY reserves the right to repair or have repaired all damages, and shall seek reimbursement from the Contractor, or at CITY's election, deduct any costs incurred by CITY for repairing the damages done by Contractor, including CITY administrative costs from Contractor's invoice.

#### **CONTRACTOR SAFETY**

At CITY, the safety of all personnel on site is of utmost importance. CITY is committed to achieving and maintaining an injury free work environment for their employees, the employees of its contractors and the public. CITY expects contractors to be responsible for the safety of their employees, their subcontractors and others who are on or near the job site.

As a contractor performing work for CITY, you, your employees and any subcontractors and their employees will be expected to work within all applicable federal, state and local safety laws and regulations including the Occupational Safety and Health Act and any applicable CITY safety guidelines. Any equipment supplied or brought on to CITY premises shall meet or exceed all existing OSHA requirements, all applicable federal, state and local safety laws and CITY standards. At CITY, we believe every person on our property or premises is entitled to expect a safe working environment. As a contractor your responsibilities to your employees are defined by the OSHA General Duty Clause and the Electric Utility HASP. No contractor or subcontractor shall require an employee to work in surroundings or under working conditions that are unsanitary, dangerous or hazardous to their health or safety. While your responsibilities to your employees are defined by federal law, your responsibilities to CITY, and our employees or to any other person on the job site are spelled out in your contract.

You must have a designated person on site, who is responsible for the prevention of accidents and administration of your safety program. You must report all injuries to CITY immediately. CITY may require a contractor to remove from the job site, any personnel or subcontractors who fail to obey any laws or regulations. CITY states in your contract that CITY may terminate the whole or any part of your contract for the contractor's failure to perform any of the contract obligations for health and safety.

#### All contractors must submit Contractor Corporate Safety Assessments.

#### **Contractor Corporate Safety Assessment**

ncompromising in our commitment to the health and safety of our stinually improve our processes, demonstrate leadership, and project all employees to adhere to our safety standards, and actively ctices. Safety is the responsibility of all employees, starting at top esponsible for achieving our goal of zero accidents resulting in a South of the property of the prop	employees, sub mote compreher participate in ar management a SAFE day, SAFE	nsive safety. We nd support the ac nd continuing do E tomorrow, a S	stomers, and comers, and comers, and comers in the second comers of the second comers and comers. The second comers in the second comers and comers and comers and comers and comers and comers and comers.	community. We windividual accountants our health and salal craft worker. Eval SAFE career
Formal Investigating training for Safety Representatives				
3. Improve our Grounding Program				
OSHA 200 Safety history for the most recent 3 years Use the following formula for incident/accident rate:	s. RA		JURIES X 2 HOURS W	
Year	12 <u>YTD</u>	<u>11</u>	<u>10</u>	<u>09</u>
1.OSHA recordable incident rate		1.88	1.89	2.06
2.Number of recordable injury cases		16	<u>17</u>	<u>16</u>
3.Lost time accident rate		0.12	0	0.13
4. Number of lost time accidents		1	0	
5.Total number of hours worked		1,698,175	1,7 <u>94,37</u> 4	1, <u>554,15</u> 9
			_	•
6.Number of fatalities		0	0	0
6.Number of fatalities		<u>0</u> 0.51	0.60	0.67
	•	0.51 ars? <u>No</u> If	0.60	0.67
7. Your Experience Modification Rate (EMR)  Has your company received an OSHA citation within	•	0.51 ars? <u>No</u> If	0.60	0.67
7. Your Experience Modification Rate (EMR)  Has your company received an OSHA citation within	•	0.51 ars? <u>No</u> If	0.60	0.67

How many hours of safety training/orientation are conducted for field personnel? 70 hrs How often?  Initial, Periodic and Annual
Do you have a safety incentive program?Yes
Do you maintain inspection records on your equipment?Yes
Do you have a feedback system for safety concerns arising from hazard assessments/field
inspections? Yes
If yes, Please explain: Prepare safety Toolbox Talks for the foreman's weekly safety meetings and periodically audit toolbox Talks meetings to ensure effectiveness
Clarification/Exceptions
Bidder must itemize below any clarifications or exceptions to the bid documents included herewith. In submitting a project pricing bid, bidder acknowledges acceptance and willingness to comply to these documents, including addenda receipt as specifically itemized.
If no clarifications or exceptions are made by bidder, bidder shall state so by writing <b>"NONE"</b> below. ATTACHED <b>Addenda:</b>
The undersigned acknowledges the receipt of the following addenda, by number and date, and that their requirements have been included in this project pricing proposal.
Addendum No1
Addendum No Dated:
Addendum No Dated:

No work shall be started until fully executed Work Order issued in accordance to the City's Contract.

The undersigned acknowledges the receipt of the following **Documents** and shall use them to bid and administer the subject project.

#### **Documents:**

Instructions

Prebid Safety Assessment Form

Owner Supplied Material – All other material is the responsibility of the contractor.

Substation Issue For Construction (IFC) Drawing Package - In DropBox Link

Control House Drawings – In DropBox Link

Trench Details – In Dropbox Link

PT Details – In Dropbox Link

CLWBEU Health And Safety Plan (HASP) - In DropBox Link

CLWB Project Schedule IFC Version – In DropBox Link

#### **LIST OF SUB CONTRACTORS**

Please list those Sub Contractors who ma	ay be used for this job.
V	
The above project pricing proposal subr	mitted by:
Hooper Corporation	Brian Schultz, Vice President
COMPANY	Name and Title (Print)
	A. Chr
608-249-0451 April 6, 2022	11mm John
Phone Number Date	Authorized Signature

#### **Owner Supplied Material**

#### **Clarifications:**

- a. CLWBEU will supply the following items possibly not mentioned in explicitly the SOW.
  - i. **Control House (40' X 15'6")** Fully equipped control vault with 12 relay panels, AC units, dual 125VDC battery banks, communications rack, and cable risers. Contractor will assist building manufacturer in delivery, placement, and anchoring.
  - ii. (18) ABB VOG-20B Potential Transformers Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Datasheet provided in dropbox link. Installation is the contractor's responsibility as stated in the SOW.
  - iii. **(18) Fused Cutouts including Link** Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Installation is the contractor's responsibility as stated in the SOW.
  - iv. **Trenches (TM3, TM4, TM8)** Trenwa trenches will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Estimated total weight is 29,132 lbs. Installation is the contractor's responsibility as stated in the SOW.
  - v. **(2)Pull-Boxes (Includes bottom, top, and steel cover)** Items will be provided to Contractor by CITY but may have to be retrieved by Contractor at CITY warehouse location. Installation is the contractor's responsibility as stated in the SOW.
  - vi. **Foundation (For Control House)** CITY will have the foundation completed prior to building drop on a separate contract.
  - vii. **(2) Station Service (Y-Delta 3phase 120/240 Padmounts)** CITY will pre-install the primary service feed and the station service transformers. Contractor will need to supply and install the 3 phase secondary from the padmount to the new control house.
  - viii. **CT Metering for station service** The building will come with space for CITY to mount our own CT metering box on the exterior. Contractor will be responsible for ensuring that the station service runs and CT equipment are coordinated as to prevent rework.
- b. Contractor will supply everything else not mentioned herein and/or in the BOM. All items supplied by the contractor must follow the drawings and SOW provided with this package. All Tools and equipment are the responsibility of the contractor.

C.	To clarify on the SOW the 4" of rock must be provided for the ENTIRE yard under this quote. Please price accordingly. Site visit preferred.



#### RFP# 18-206 Contracts

#### NEW MAIN YARD CONTROL HOUSE CONSTRUCTION

#### **Clarifications**

- CLWB's manufacturer for the control house KVA/VFP shall provide the crane and is responsible for the delivery and offload of the control house to the foundation. However Hooper will support the placement of the control house.
- Hooper shall install anchors, GPS Antenna, GPS Clock and CT metering on the Control house that are provided by the CLWB. Any equipment not identified shall be install by control house manufacturer KVA/VFP.
- Anything in the control house or attached to the control house will be provided by the control house vendor KVA/VFP and installed or reinstalled with their onsite services.
- Hooper shall conduct a GPR prior to all excavation, however Hooper cannot be responsible for any unidentified object below the surface of the ground.
- There is no concrete coverage over the new conduit installed in this contract.
- Hooper's work schedule, 5 10 hours days per week excluding holidays.
- The proposal excludes the removal or relocation of underground obstructions and utilities.
- One mobilization/demobilization included for the performance of our work.
- The proposal <u>excludes</u> all *permits* required for construction.
- Per-day cost adder for one journeyman electrician beyond the three weeks of check out is: \$1324.62/day, maximum of 10 hours per day.
- Checkout 2 electricians for 3 weeks price is included in Miscellaneous price.