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 ________, 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: <u>Canal Substation Circuits – 6001, 6003 & 6004 Storm Hardening & Reliability 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 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 <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 \$0 dollars (\$00.00) 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 \$ 2,300,905.72. 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: 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 <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 Authorization

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

ATTEST:	
By:	By:Pam Triolo, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED FOR FINANCIAL SUFFICIENCY
By:	By:Bruce T. Miller, Financial Services Director
CONTRACTOR: COPPORATE Corporate Seal A L Wisconsining Wisconsining Wisconsining Wisconsining Contractor:	Hooper Corp., By: Print Name: Anid Miller Title: Vice President
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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.

Phone: (608) 249-0451 Fax: (608) 249-7360 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, Shotus

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) issimon@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
 - 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
- 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
- 3. 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

mjenkins@lakeworthbeachfl.gov pnicholas@lakeworthbeachfl.gov

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

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

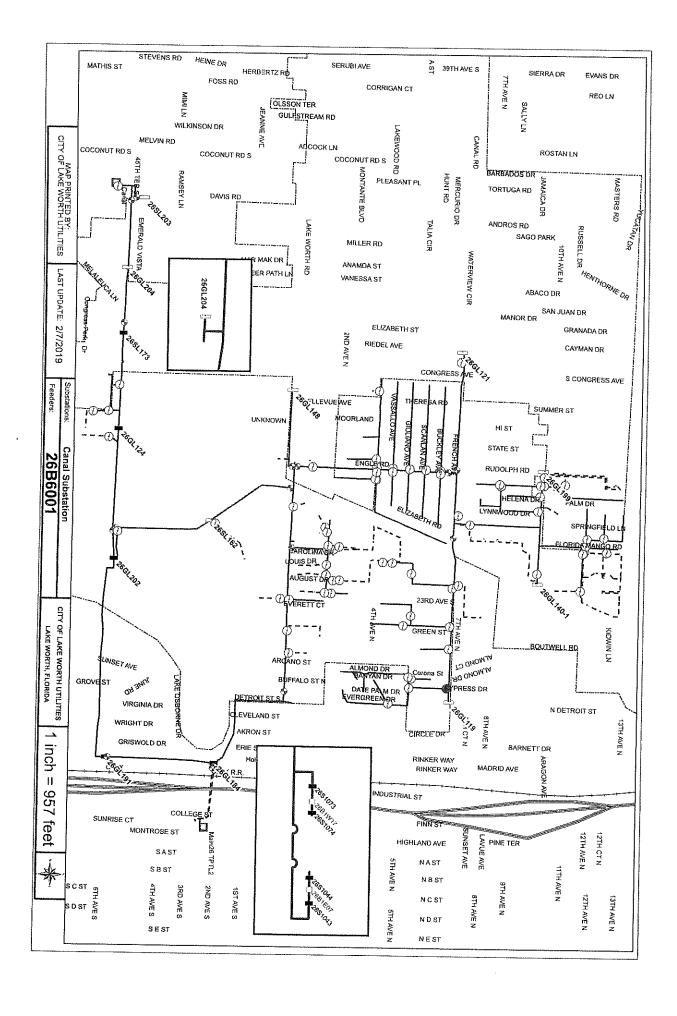
City of Lake Worth

- 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
 - 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:

- (3) 55' Buckets
- o (2) Backyard Buckets
- o (2) Digger Derrick
- (4) − Pickups
- o (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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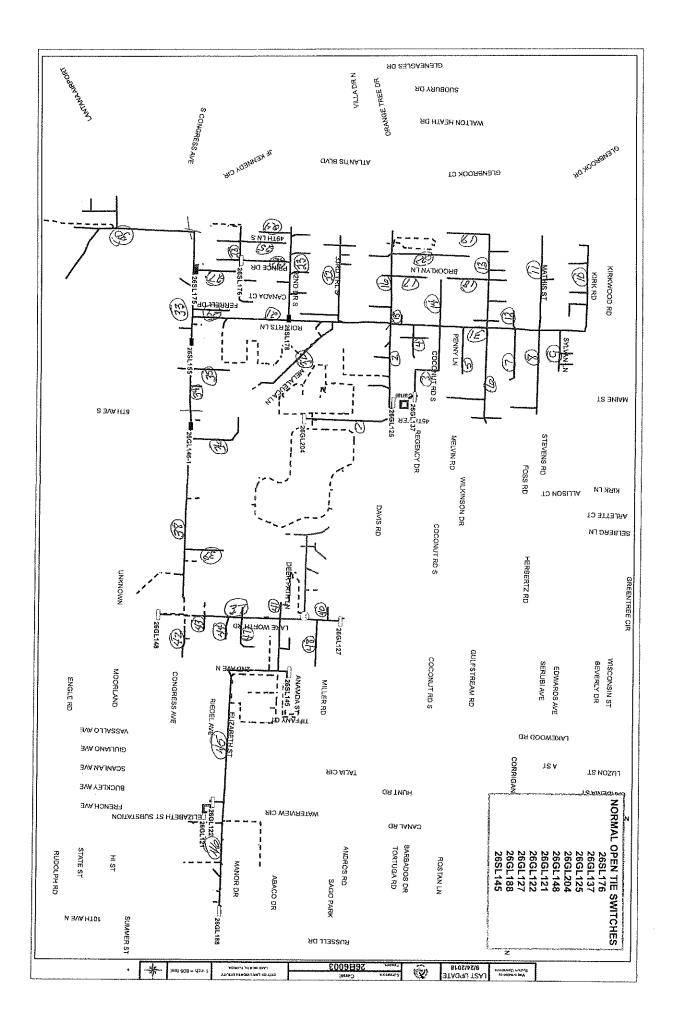
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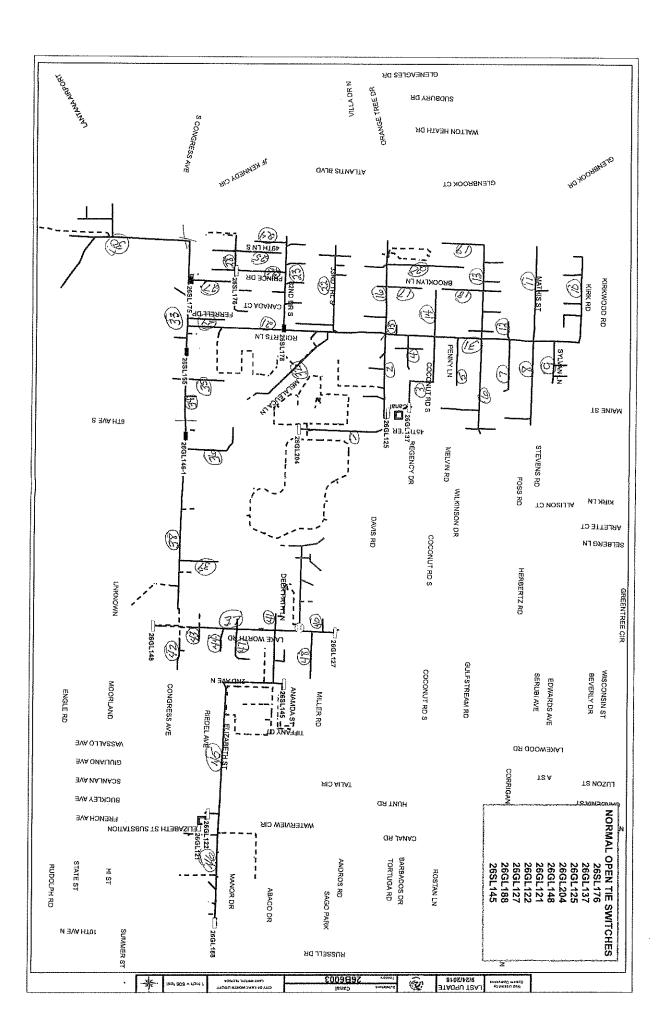
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