



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**UTILITY CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, MAY 28, 2024 - 6:00 PM**

**ROLL CALL:**

**PLEDGE OF ALLEGIANCE:** led by Commissioner Reinaldo Diaz

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Water Utility Update by Sam Heady, Water Utility Director
- B. Electric Utility Update by Ed Liberty, Electric Utility Director

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [April 30, 2024](#)

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Revised Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters](#)

**UNFINISHED BUSINESS:**

- A. [Electric Utility Bond Funds and Proposed US Department of Energy \(DOE\) Grant Match Source](#)

**NEW BUSINESS:**

- A. [Work Order #5 with Hooper Corp. to provide construction services for the Feeder Exits from the Canal new 26kV Substation](#)
- B. [Contract with Hooper Corporation of Wisconsin to provide substation demolition construction services for the removal of the City's facilities at the 610 S H St. Substation](#)
- C. [Purchase Order to IRBY Utilities for the procurement of three \(3\) GE Reactors for the new 6<sup>th</sup> Ave. S substation](#)

**ADJOURNMENT:**

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES  
CITY OF LAKE WORTH BEACH  
UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 30, 2024 – 6:00 PM**

The meeting was called to order by Vice Mayor Malega on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (57:26) Present were Vice Mayor Sarah Malega, Commissioners Christopher McVoy, Mimi May and Reinaldo Diaz. Also present were Interim City Manager Jamie Brown, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis. Mayor Betty Resch was absent.

**PLEDGE OF ALLEGIANCE:** (58:32) was led by Commissioner Mimi May.

**AGENDA - Additions/Deletions/Reordering:** (57:57)

New Business F, Agreement for Legal Services with Traub, Lieberman, Straus & Shrewsbury, LLP was reordered to New Business A and the subsequent items were reordered.

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve the agenda as amended.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**Action:** Consensus for Commissioner McVoy to attend the Homeless Coalition meeting and provide an report to the commission. (1:05:11)

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Water Utility update by Sam Heady, Water Utility Director (16:12)
- B. Electric Utility Update by Ed Liberty, Electric Utility Director (37:32)
- C. Electric Utility Rates Comparison Presentation by Craig Shepard, Leidos Project Manager (1:26:58)
- D. Solar Energy Loan Fund Quarterly Report by Pierre Cantave, SELF Loan Officer (1:43:34)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (45:51)

**Action:** Consensus to table approval of minutes until further meeting to verify that the corrections requested by Vice Mayor Malega had been completed.

**APPROVAL OF MINUTES:** (2:12:12)

**Action:** Motion made by Commissioner May and seconded by Commissioner McVoy to approve the following minutes:

- A. February 27, 2024

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)  
(2:00:57)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve the Consent Agenda.

A. Engineer Neutral Engagement Agreement with Siemens Industry Inc. and Quaker Lane Associates

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**UNFINISHED BUSINESS:**

A. Purchased Power Cost Adjustment Update (PCA) (2:01:15)

B. Resolution No. 10-2024 – revision of Rate Stabilization Fund Resolution 31-2023 (2:12:46)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 10-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING RESOLUTION 31-2023, WHICH ESTABLISHED A RATE STABILIZATION FUND, AUTHORIZED AN INITIAL TRANSFER, AND SET GENERAL GUIDELINES FOR THE RATE STABILIZATION FUND, TO SET FORTH ADDITIONAL STANDARDS AND GUIDELINES FOR THE RATE STABILIZATION FUND AND RELATED ELECTRIC UTILITY OPERATIONS ACCOUNT; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve Resolution No. 10-2024 – revision of Rate Stabilization Fund Resolution 31-2023 with a desired target for the account target at \$600,000.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**Action:** Consensus to bring a resolution addressing the transfers to the storm fund. (2:28:25)

C. Resolution No. 11-2024 – revision of Purchased Power Cost Adjustment (PCA) & PCA Calculation (2:28:54)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 11-2024 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REVISING RESOLUTION 92-2021, REGARDING THE ELECTRIC UTILITY RATES AND CHARGES, TO REVISE THE PURCHASED POWER COST ADJUSTMENT DEFINITION AND CALCULATION BASED ON THE ESTABLISHMENT OF THE RATE STABILIZATION FUND AND GUIDELINES FOR THE RATE STABILIZATION FUND AND THE ELECTRIC UTILITY OPERATIONS ACCOUNT; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner May to approve Resolution No. 11-2024 – revision of Purchased Power Cost Adjustment (PCA) & PCA Calculation.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

D. Exercise of City's extension rights under the OUC Supplemental Energy and Capacity Agreement (2:37:46)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve extension rights under the OUC Supplemental Energy and Capacity Agreement

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

E. FMPA Solar Project Update by Susan Schumann, FMPA Manager of Public Relations and External Affairs and Ed Liberty, Electric Utility Director (2:39:56)

The meeting recessed at 8:18 PM and reconvened at 8:30 PM.

**NEW BUSINESS:**

A. (reordered) Agreement for Legal Services with Traub, Lieberman, Straus & Shrewsberry, LLP generally related to assisting the City with regards to April 2024 damage to the City's sewage pipe/force main (3:26:06)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Diaz to approve the Agreement for Legal Services with Traub, Lieberman, Straus & Shrewsberry, LLP generally related to assisting the City with regards to April 2024 damage to the City's sewage pipe/force main.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

B. First Amendment to the Agreement with ENCO Utility Services, LLC (3:29:55)

**Action:** Motion made by Commissioner May and seconded by Commissioner Diaz to approve the First Amendment to the Agreement with ENCO Utility Services, LLC.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**Action:** Consensus to bring additional information regarding Millsoft Software to commission for further review. (4:08:25)

C. Resolution No. 14-2024 – Fiscal Year 2024 Second Budget Amendment accompanying ENCO contract (4:09:28)

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 14-2024, SECOND BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT AND CORRESPONDING APPROPRIATION FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE UTILITY CUSTOMER SERVICE DEPARTMENT OF THE CITY FOR THE FISCAL YEAR

BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve Resolution No. 14-2024 – Fiscal Year 2024 Second Budget Amendment accompanying ENCO contract.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

D. Task Order No. 7 with WGI, Inc. for Design Surveying services to support new feeder engineering design connecting Main Yard to the new 6<sup>th</sup> Ave. South substation (4:09:42)

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner McVoy to approve Task Order No. 7 with WGI, Inc. for Design Surveying services to support new feeder engineering design connecting Main Yard to the new 6<sup>th</sup> Ave. South substation

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

E. Hooper Corp. Work Order #1 to provide construction services for the relocation of the Main-Canal 138kV Transmission Line (4:10:33)

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner May to approve Hooper Corp. Work Order #1 to provide construction services for the relocation of the Main-Canal 138kV Transmission Line.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

F. Agreement with E-Source Companies, LLC for consulting services related to Advanced Metering Infrastructure (AMI) and Meter Data Management (MDM) (4:11:40)

**Action:** Motion made by Commissioner May and seconded by Commissioner Diaz to approve the Agreement with E-Source Companies, LLC for consulting services related to Advanced Metering Infrastructure (AMI) and Meter Data Management (MDM)

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

**ADJOURNMENT:** (4:24:35)

**Action:** Motion made by Commissioners McVoy and seconded by Commissioner Diaz to adjourn the meeting at 9:29 PM.

**Vote:** Voice vote showed: AYES: Vice Mayor Malega, Commissioners McVoy, May and Diaz. NAYS: None. ABSENT: Mayor Resch.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: May 28, 2024

Item time stamps correspond to the meeting recording on YouTube.

DRAFT

# STAFF REPORT REGULAR MEETING

**AGENDA DATE:** May 28, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Revised Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters

**SUMMARY:**

Request for approval and execution of the Revised Mutual Aid Agreement Supplement for Reimbursement and Documentation Matters

**BACKGROUND AND JUSTIFICATION:**

Florida Municipal Electric Association (FMEA) serves as the mutual aid coordinator for Florida's 33 public power utilities and assists in matching up mutual aid resources with member needs during storms or other emergency events.

The City, other FMEA members, and the American Public Power Association (APPA) members have been operating under a basic Mutual Aid Agreement ("Agreement") since August 10, 2000. The Agreement needs to be updated with a nationally-accepted supplement for reimbursement and documentation matters, particularly in light of the evolutionary complexity of FEMA requirements for expense reimbursement.

Member FMEA utilities and other electric utilities within or outside the state of Florida have collaborated to develop the Revised Supplement Agreement that spells out mutually expected reimbursement for items such as travel time pay, crew swaps, equipment breakdown costs, personnel food, laundry services, hotel accommodations, etc., and documentation requirements as required by FEMA.

In October 2023, the City Commission approved a similar Supplemental Agreement for FMEA members. The Revised Supplemental Agreement is very similar to the October 2023 version but with some minor changes requested and agreed to by APPA members. This Revised Supplemental Agreement will replace the Supplemental Agreement approved in by the City Commission in October 2023.

**MOTION:**

Move to approve/disapprove the Revised Supplement Agreement to the Mutual Aid Agreement for Reimbursement and Documentation Matters.

**ATTACHMENT(S):**

Mutual Aid Agreement (Dated August 10, 2000)  
Revised Supplement Agreement



## MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date 08/10/00

Entity Lake Worth Utilities

**FL**

By A. Bejngly

Title Assistant Utilities Director

**OVERVIEW:** These guiding principles have been drafted, through an American Public Power Association (APPA) working group process, to be used as a resource for utilities rendering and receiving mutual aid assistance through the one-page APPA mutual aid agreement. The guiding principles DO NOT address allocation of risk and liability. And, so, these guiding principles ARE NOT an amendment to the APPA agreement. But, they are offered to utilities that wish to opt-in or otherwise utilize them to guide their reimbursement and documentation needs for mutual aid assistance. Because FEMA public assistance for mutual aid costs are not assured, and can depend on particular circumstances, these guiding principles are not meant to adhere to any particular FEMA requirement, but have been assembled based upon mutually agreeable and consistent mutual aid principles among a broad selection of APPA's member utilities.

MUTUAL AID AGREEMENT  
GUIDING PRINCIPLES FOR REIMBURSEMENT AND DOCUMENTATION MATTERS

These guiding principles may be used by U.S. public power utilities, and other electric utilities, that have exchanged forms of the American Public Power Association, Inc. ("**APPA**") mutual aid agreement, via APPA and [*Insert Name of State Association or other Statewide Mutual Aid Coordinator*], and that wish to adhere to the following supplemental provisions when providing or receiving mutual aid assistance:

1. **No Amendment; Policies and Procedures.** (a) These guiding principles may be used by any public power electric utility or other electric utility providing (as the "**Providing Entity**") or receiving (as the "**Requesting Entity**") mutual aid assistance, but it does not amend the APPA Mutual Aid Agreement, and is not to be interpreted or construed to do so. However, the parties hereby agree that this statement of principles applies to any mutual aid provided or received between them; this statement of principles supplements the APPA mutual aid agreement previously entered into by the parties; to the extent there are any terms that conflict, the APPA mutual aid agreement controls.

(b) If the Providing Entity has policies or procedures that differ from these guiding principles, the Providing Entity hereby indicates that it will follow those policies and procedures and discuss the same with the Requesting Entity, unless the Providing Entity and Requesting Entity acknowledge and agree these guiding principles control. To the extent the Providing Entity relies on its policies or procedures, instead of these guiding principles, it will provide copies of all such policies and procedures to the Requesting Entity.

2. **Supplemental Reimbursement Matters.** The following reimbursement matters are hereby established and deemed by the Providing Entity and the Requesting Entity to be necessary to the work performed in rendering mutual aid assistance, the subsequent invoicing and payment effort, and any potential subsequent Federal Emergency Management Agency ("**FEMA**") reimbursement effort:

- (1) *Travel Time Pay.* Unless there is a controlling collective bargaining or other labor agreement that requires a different approach, the Requesting Entity will reimburse the Providing Entity for the actual costs it incurs for the travel time of its personnel (*i.e.*, pay and benefits), as follows: (A) when the Providing Entity is traveling to the Requesting Entity, from the time the Providing Entity's personnel leave its home facility until such personnel arrive at the Requesting Entity's muster or intake location; and (B) when the Providing Entity is returning to its home facility from the Requesting Entity's location, from the time the Providing Entity's personnel leave its last work or overnight accommodation location until it arrives at its home facility. Travel time, referenced in the previous sentence, includes reasonable time incurred to prepare for initial travel at the Providing Entity's shop. If equipment breaks down or is damaged during travel and the Providing Entity requires certain of its personnel to stay with the equipment until repairs are made, the Requesting Entity will reimburse the Providing Entity for the actual costs it incurs to pay its personnel, related to equipment repair waiting time. If the Providing Entity is released from mutual aid assistance by the Requesting Entity, and travels to a subsequent utility to provide mutual aid, the Requesting Entity has no liability for the Providing Entity's costs incurred for its personnel to travel from the Requesting Entity location to the subsequent utility's location for additional mutual aid assistance. For equipment, hourly or mileage rates will be reimbursed by the Requesting Entity, including equipment travel time (calculated on the basis of the recorded work hours of the Providing Entity's individual person(s) to whom each piece of equipment is assigned).
- (2) *Emergency Travel; Crew Swaps.* The Requesting Entity will reimburse the Providing Entity for its travel costs incurred (*e.g.*, plane tickets) for travel for personnel who have to return home on an emergency basis from mutual aid assistance. Taking into account due exigencies, the Providing Entity will endeavor to limit or minimize emergency travel costs. The Providing Entity's costs for swapping crews will be reimbursed on a not less than two-week crew rotation basis. The Requesting Entity will not be responsible for the Providing Entity's costs in swapping crews on a less than two week basis, or for replacing personnel who have to return home from mutual aid assistance for reasons that are not an emergency. As used in this clause (2) of section 2, "**emergency**" means an exigent or severe circumstance that requires an individual to return home as soon as reasonably possible to meet family, personal, or similar needs. An example of an emergency includes the death or severe illness (requiring hospitalization or non-elective surgical intervention) of a close family member. As the term is used here, "emergency" does not include planned or elective matters such as vacations, weddings, birthdays, graduations, court dates, elective medical procedures, or similar activities.
- (3) *Equipment Breakdown Costs.* If any of the Providing Entity's equipment breaks down or is damaged as a direct result of performing mutual aid assistance for the Requesting Entity, more than 50 miles from the Providing Entity's home facility, and must be repaired prior to returning to the Providing Entity's home facility (*e.g.*, a truck breaks down and is inoperable), then the Requesting Entity will reimburse the Providing Entity for its actual

repair costs, unless the Providing Entity is charging the Requesting Entity for such equipment using FEMA rates (which are inclusive of repair costs). The Requesting Entity is not responsible for repair costs of the Providing Entity's equipment that breaks down, but does not have to be repaired for it to be returned to the Providing Entity's home facility (e.g., a bucket lift mechanism fails, but does not render a truck inoperable to be driven back to the Providing Entity's home facility). The Requesting Entity is also not responsible for repair costs of equipment that breaks down or is damaged before arriving at the Requesting Entity's location, except that the Providing Entity must promptly notify the Requesting Entity of the equipment break down, and coordinate on the need for replacement equipment, if any, and how replacement equipment will be compensated. To the extent that there is a reasonable basis for any of Providing Entity's personnel to stay with the equipment while repairs are being made, where the Requesting Entity is responsible for the costs of such repairs pursuant to the first sentence of this clause (3), the Requesting Entity's obligations for Providing Entity's personnel costs is hereby limited to (A) the minimum number of personnel that need to remain with the equipment for repairs and return of the equipment to Providing Entity's home facility, and (B) no more than the Providing Entity's normal billable work day, per day, for such personnel who are remaining with the equipment during repairs.

- (4) *Food.* If the Requesting Entity provides food (including meals, snacks, or both) for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible for food costs incurred by the Providing Entity, unless the nature of the mutual aid assistance work or other events prevent the Providing Entity's personnel from physically being able to eat the food provided by the Requesting Entity (including prepared food shortages from the Requesting Entity). The Requesting Entity will not be responsible for food costs for the Providing Entity's personnel while they are traveling, beyond *per diem* meals and incidentals rates established and published from time to time by the United States General Services Administration (GSA) for the area where the mutual aid work is to occur. (GSA *per diem* rates may be available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.) *Per diem* rates will be based on the location, or nearest GSA reference location to, where the expenses are incurred.
- (5) *Laundry Services.* If the Requesting Entity provides laundry services for the Providing Entity's personnel providing mutual aid assistance, the Requesting Entity will not be responsible the Providing Entity's separate costs incurred for its personnel's laundry. If the Requesting Entity does not provide such laundry services, it will reimburse the Providing Entity for actual laundry costs incurred for Providing Entity's personnel.
- (6) *Hotel Accommodations.* The Requesting Entity must either arrange for or approve (which approval can be given by the Requesting Entity as a part of the subsequent reimbursement process) Providing Entity's hotel accommodations during travel and in the locale of mutual aid assistance work. Except to the extent that double-occupancy hotels rooms are not available, the Requesting Entity will only reimburse the Providing Entity for its hotel costs incurred on a double-occupancy basis. The Requesting Entity will reimburse

the Providing Entity only for hotel room night costs, and will not be responsible for miscellaneous or individual charges, such as mini bar charges, room service, telephone calls, in-room movies, excessive tipping (greater than 20%), and business center charges (unless the Providing Entity provides documentation that business center charges are related to the provision of mutual aid assistance to the Requesting Entity). The Providing Entity must provide a copy of all itemized hotel folios for hotel room nights where reimbursement is sought from the Requesting Entity, with records of occupant(s) of each room and check-in and check-out dates, along with any other supporting information requested by the Requesting Entity. If the Requesting Entity provides accommodations in the locale of mutual aid assistance work (*e.g.*, base camps), the Requesting Entity will not be responsible for the Providing Entity's costs for hotel accommodations, except during travel.

- (7) *Personal Item Costs.* The Requesting Entity will not be responsible for reimbursing the Providing Entity for any costs incurred by the Providing Entity for personal items that are for individual comfort or convenience of the Providing Entity's personnel. This includes items such as alcohol, snuff or other tobacco products, coolers, toiletries, medicines, non-work consumables, *etc.*.
- (8) *Materials and Supplies.* The Requesting Entity will only be responsible for reimbursing the Providing Entity for materials and supplies that it purchases, or supplies to its personnel providing mutual aid assistance from inventory, to the extent such materials and supplies are of a reasonable quantity for the number of the Providing Entity's personnel performing mutual aid assistance. For personal equipment such as safety equipment, safety glasses, rubber sleeves, flame retardant clothing (FR2), belts, climbers, boots, gloves, raincoats, hardhats, *etc.*, there is a presumption by the Requesting Entity that the labor rates for the Providing Entity's personnel include the provision of such personal equipment. However, if the Providing Entity needs to purchase or issue such personal equipment to its personnel providing mutual aid assistance, and seeks reimbursement from the Requesting Entity for the same, the Providing Entity must provide documentation as to the necessity of providing such personal equipment for that mutual aid assistance effort. In that case, the Requesting Entity will only be responsible for reimbursing the Providing Entity for such personal equipment (A) in an amount that corresponds to the number of personnel needing such equipment and providing mutual aid assistance, with a minimal, reasonable allowance for extra items, and (B) only to the extent that such personal equipment cannot be reused by the Providing Entity's personnel after the mutual aid assistance is completed. For items of the Providing Entity's inventory that is used or incorporated into the Requesting Entity's electrical system in the performance of mutual aid assistance, the Requesting Entity will reimburse the Providing Entity only for inventory items where there is documentation showing that such inventory items were used or incorporated into the Requesting Entity's electrical system.

3. **Documentation to Support the Providing Entity's Costs in Providing Mutual Aid Assistance.** As FEMA reimbursement for mutual aid assistance costs incurred by the Requesting

Entity may require the Requesting Entity to provide extensive documentation concerning the Providing Entity's work to support its FEMA reimbursement claims, the Requesting Entity requests and the Providing Entity hereby agrees to provide the following information for its mutual aid assistance rendered to the Requesting Entity:

- (1) For the Providing Entity's wages and salaries, including benefits, the Providing Entity will provide a copy of its pay and benefits policy(ies), including information that identifies its labor rates, benefits, overtime pay, and any special pay that may be applicable to mutual aid assistance.
- (2) The Providing Entity will provide documentation to support all mobilization and demobilization costs and document each item of mobilization costs incurred and billed to the Requesting Entity.
- (3) For personnel travel, the Providing Entity will identify for each vehicle, who is driving and who is a passenger, including all changes of drivers.
- (4) The Providing Entity will identify which equipment travels with which crews in a way that permits the Requesting Entity to identify crew and equipment together, including any changes of equipment or crews that occurs during the mutual aid assistance effort.
- (5) For crew swaps and any replacement of the Providing Entity's personnel providing mutual aid assistance, on an emergency or non-emergency basis, the Providing Entity will provide a log or other documentation identifying each individual's starting and ending time for the whole of the Providing Entity's mutual aid assistance effort to the Requesting Entity.
- (6) Unless using FEMA standard rates, which include fuel, the Providing Entity will track all fuel costs and provide documentation for all of its actual costs for fuel for all vehicles and equipment. Fuel receipts must indicate the volume of fuel purchased and the cost per measured unit.
- (7) If the Providing Entity is aware, or is notified by the Requesting Entity, that its rates for equipment are higher than standard FEMA rates, the Providing Entity will provide documentation justifying the higher rates to the reasonable satisfaction of the Requesting Entity. If FEMA rates are not utilized, the Providing Entity should use rates which include all costs for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, lubricants, tires, OSHA equipment and other costs incidental to operation.
- (8) The Providing Entity will respond in the full, to the best of its knowledge and ability, to all requests for documentation from the Requesting Entity related to the Requesting Entity's FEMA reimbursement claims.

- (9) If the Providing Entity is released from mutual aid assistance and travels to a subsequent utility to provide mutual aid, instead of returning to its home facility, the Providing Entity will identify the subsequent utility and provide contact information for such subsequent utility.
- (10) For any equipment repair costs that are reimbursable to the Providing Entity pursuant hereto, the Providing Entity will provide all documentation and other maintenance records that demonstrate the equipment was regularly maintained and in good operational order prior to the breakdown or damage. For equipment damage repairs, the Providing Entity shall provide all available details on when, where, and how the damage occurred.

4. **Invoice Documentation.** The Providing Entity will provide the following information to support its invoice(s) to the Requesting Entity:

- (1) If the Providing Entity is billing by time and equipment rates (*i.e.*, not using FEMA rates):
  - (A) a rate sheet for all labor and equipment charges (with the FEMA benefit calculation sheet for indirect labor charge evidence);
  - (B) daily timesheets and equipment logs signed (or otherwise electronically approved, as applicable) by authorized field personnel indicating for each work location or task:
    - (i) each employee's name, position, type of employment (*i.e.*, full-time exempt, full-time non-exempt, part-time, temporary, *etc.*) and days and hours worked;
    - (ii) each employee's rate of pay for regular hours and overtime hours;
    - (iii) the total number of hours worked each day by each employee (including those recorded as regular hours and overtime hours);
    - (iv) location of the work, unless location(s) of the work are directed by the Requesting Entity, including pole number, address, or other reasonable identification information;
    - (v) detailed description of the work, unless kept by the Requesting Entity
    - (vi) details of all equipment used, including date of use, trip origin odometer reading, trip destination odometer reading, make, model, vehicle number, and hours used; and
    - (vii) miscellaneous expenses (including copies of all receipts);
  - (C) charges for the Providing Entity's general and administrative (G&A) costs, which the Providing Entity must include as a separate line item (and itemized) in invoicing to the Requesting Entity; and

- (D) charges for hotel and food while traveling to and from the mutual aid assistance destination with detail (*i.e.*, name(s) of room occupant(s), name and location of hotel, check-in and check-out dates, itemized hotel folio, itemized food receipts (if any), names of personnel consuming food).
- (2) If the Providing Entity is utilizing FEMA equipment rates, fuel, maintenance, and repair costs cannot be separately charged.

5. **Return of the Requesting Entity's Equipment.** Providing Entity shall comply with this section 5 unless the Requesting Entity provides different direction. To ensure that all of the Requesting Entity's equipment, inventory, machinery, supplies, or other items issued to or used by the Providing Entity's personnel during mutual aid assistance is returned to or used for the Requesting Entity, the Providing Entity will identify a crew leader for each of its crews, and the crew leader will each day log any of the Requesting Entity's equipment, inventory, machinery, supplies, or other item issued to or used by that crew in that day's mutual aid assistance effort. Such crew leader's log will identify all items that are incorporated into the Requesting Entity's electrical system, or consumed in the mutual aid assistance effort (for consumables). (Miscellaneous low cost and other *de minimis* items (*e.g.*, nuts and bolts) may be estimated.) All other items on the crew leader's log will be checked-back to the Requesting Entity, by the crew leader, prior to the Providing Entity's crew being released by the Requesting Entity from mutual aid assistance.

6. **Other Requesting Entity Requirements.** The Requesting Entity may request or require information and documentation requirements than are in addition to what is provided in this statement of principles. Nothing in this statement of principles supersedes or negates any of the Requesting Entity specific requirements. In the event of a conflict between this statement of principles and the Requesting Entity's own documentation, the Requesting Entity's documentation controls.

[Acknowledgement Sheet Follows]



To indicate the parties have reviewed and reached agreement on the applicability of this statement of principles an authorized person from each of the Providing Entity and the Requesting Entity initials below.

on behalf of

\_\_\_\_\_  
Initials

Utility or Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTION NOTE:** APPA will keep this guiding principles document on file for each APPA member that executes it, like the APPA mutual aid agreement, and will distribute it, or provide for its distribution, to members involved in mutual aid, along with the mutual aid agreement.

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** May 28, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Electric Utility Bond Funds and Proposed US Department of Energy (DOE) Grant Match Source

**SUMMARY:**

Review of status of the City's Electric Utility portion of the Series 2020 and Series 2022 Consolidated Utility Revenue Bonds and the proposed DOE Grid Resilience and Innovation Partnerships (GRIP) Grant Match Source

**BACKGROUND AND JUSTIFICATION:**

The City's Electric Utility is currently underway with multiple System Hardening and Reliability Improvement Program projects and various capital improvements funded using proceeds from the sale of Series 2020 and 2022 Consolidated Utility Revenue Bonds. City's Electric Utility has also successfully applied for and been selected to receive a Grid Resilience and Innovation Partnerships (GRIP) Grant from the US DOE in the amount of \$23.462 Million for five (5) projects which will help transform the community's electrical grid, enhance grid flexibility, improve grid resiliency, and reduce its vulnerability to storms. City's Electric Utility Staff has prepared a presentation on the status of bond funds as well as a suggested pathway for funding City's required GRIP Grant match in the amount of \$23.462 Million. Staff's suggested approach uses a combination of unencumbered Series 2022 Bond funds and a future Series 2025 Bond sale to fund the City's requirement to match the grant award.

Neither a final formal approval to accept the US DOE Grant, nor a formal approval to proceed with a Series 2025 Bond offering are being requested at this time. Such items are under development and will be brought forward for approval at a future meeting.

**MOTION:**

Request for consensus on Staff's suggested pathway for funding the DOE GRIP Grant match.

**ATTACHMENT(S):**

Presentation



LAKE WORTH BEACH

**Electric**  
Utilities<sup>SM</sup>

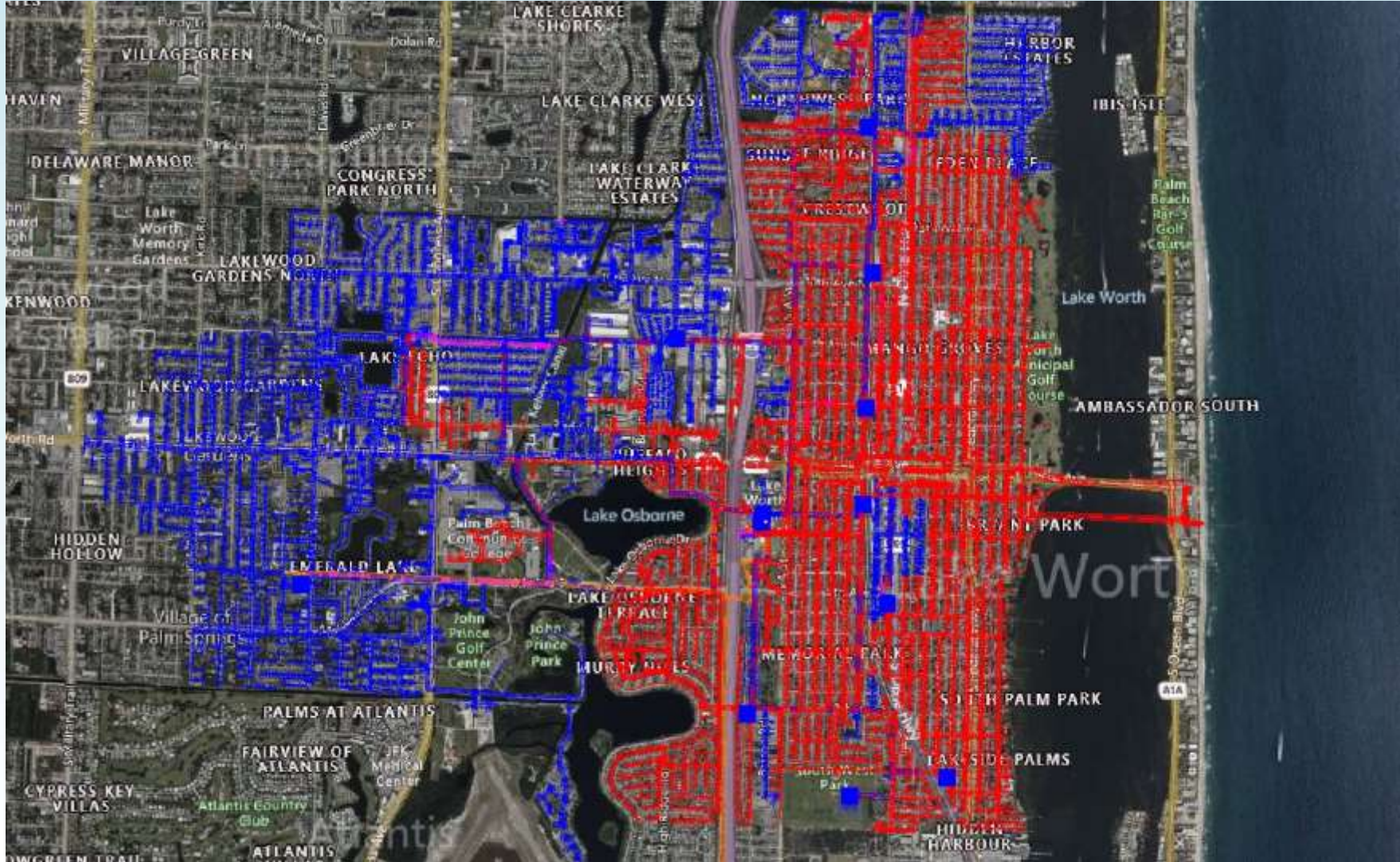
**CITIZEN OWNED ENERGY**

# Agenda

- SHRIP (Progress Review)
- DOE Grant Topic Area 2 cost share; 1:1
- DOE Grant Topic Area 1 cost share; 1/3 (one third from the City)
- Series 2020 Bond and Series 2022 Bond Balances
- Series 2025 Bond



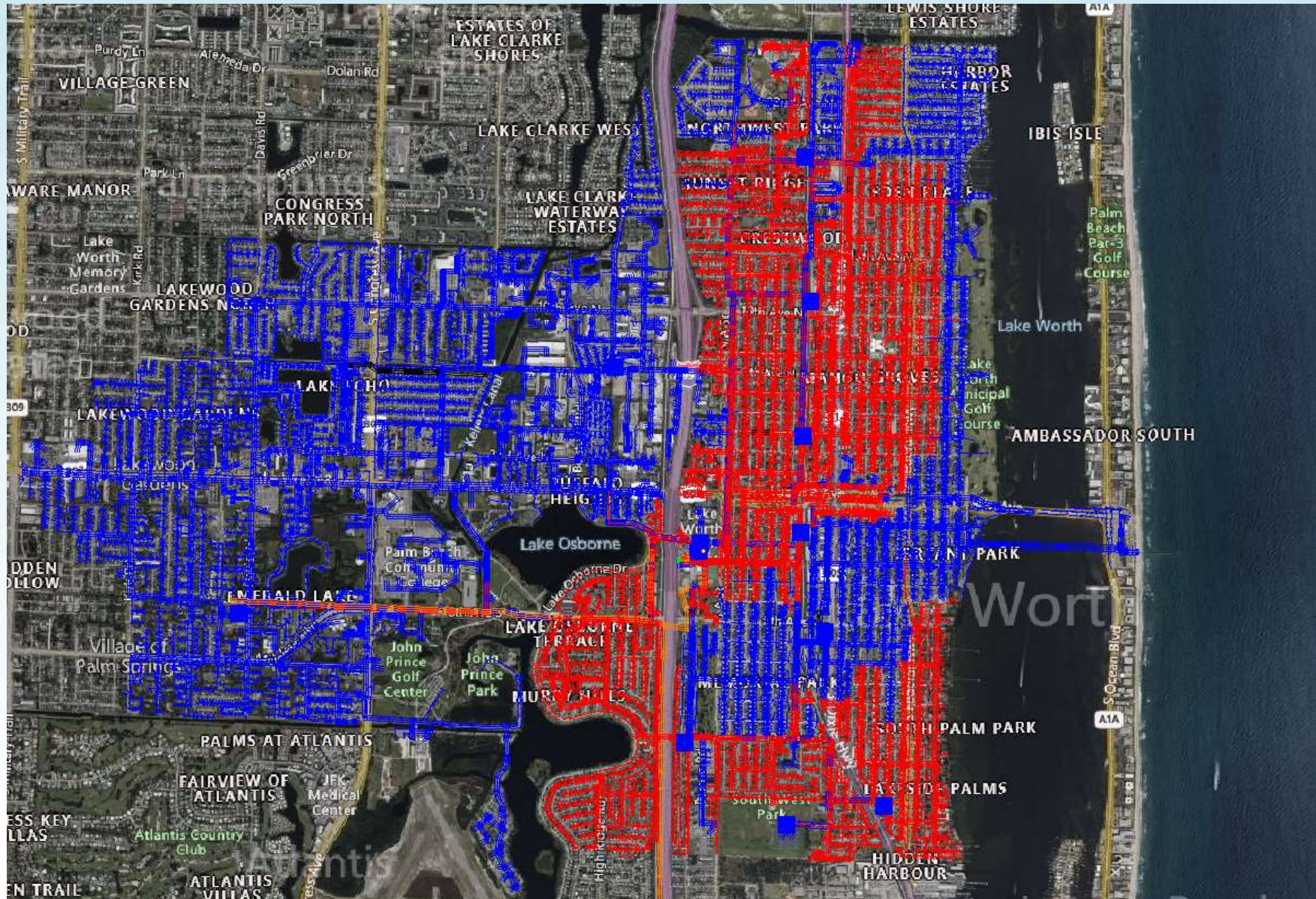
# PRE-SHRIP



4kV

26kV

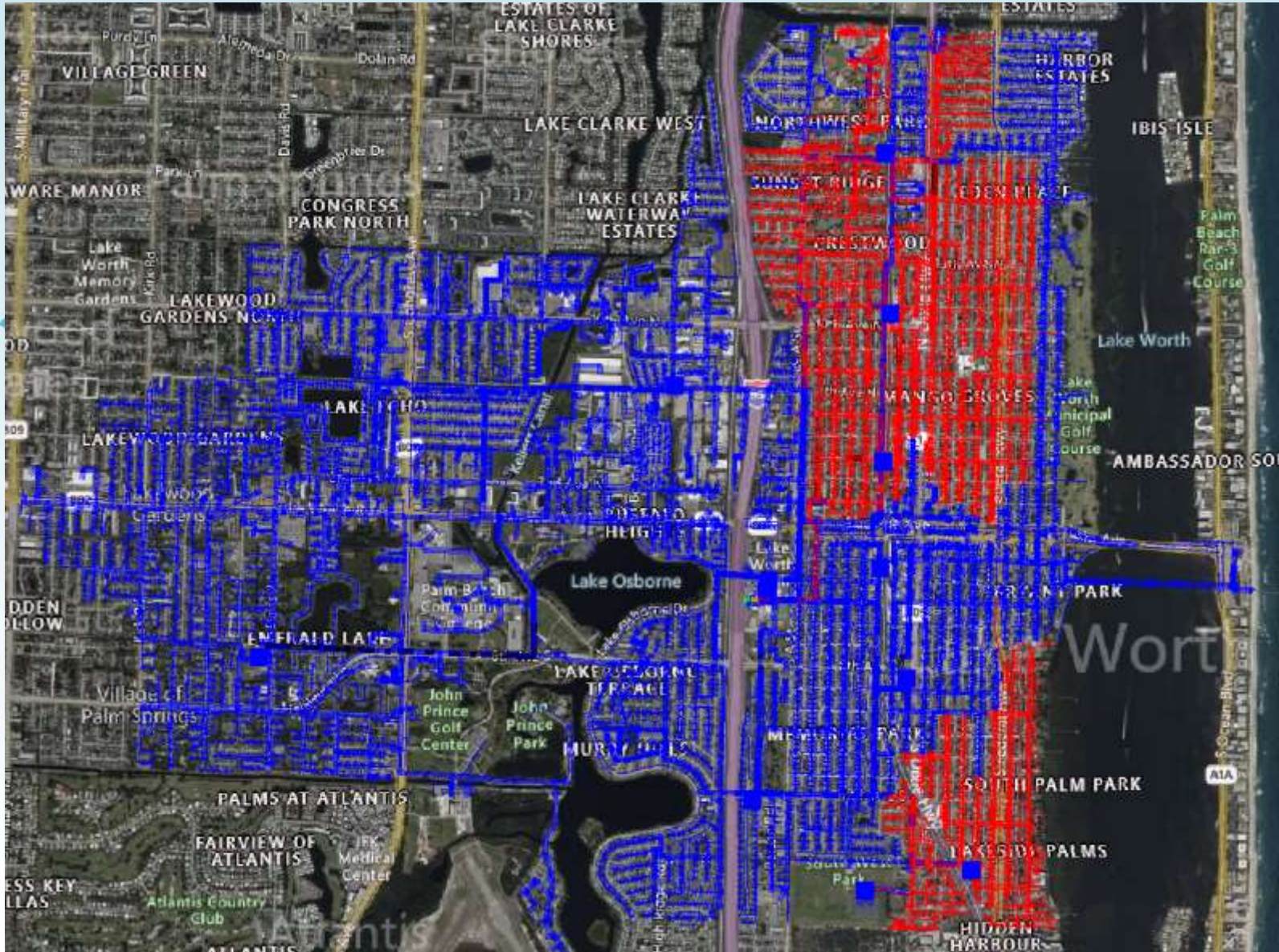
# Post Series 2022 Bond



4kV

26kV

# Post Series 2025 Bond



4kV

26kV

# Historical Look Back

On 01/31/2023 City Commissioners approved the Electric Utility to apply for two highly competitive Department of Energy (DOE) Grid Resilience and Innovation Partnership (GRIP) grants.

- Topic Area 2 - Smart Grid Grant requiring 1:1 cost share
  - LWB awarded **\$23,462,167!**
- Topic Area 1 - Grid Resilience Grant which requires 1/3 cost share from the City
  - LWB was not selected but is still in the running for this grant award
  - Application was resubmitted - DOE expected decision (~12/2024)





# Applications align with City Values and Goals

The grant applications align closely to the City Values and Goals

- Reduce dependence on fossil fuels
  - Increase the Grid system capability to accept future solar additions at the landfill
- Reduce vulnerability to cyber attacks by adding fiber optic communications
- Create contracts for at least ten local, minority, small, women or veteran businesses
- Reduce electrical outage impacts in Disadvantaged Communities by 50%
- Increase the use of Smart Grid technology



# Topic Area 2 Award

In November 2023, the DOE announced the City of Lake Worth Beach was awarded a Smart Grid grant (Topic Area 2) in the amount of \$23,462,467 which supports five highly critical projects.

The funding for these five projects is not directly included in either Series 2020 or Series 2022 Bond funding, however, these projects were being contemplated for future funding and elements of these projects are underway today.

The intention of the Topic Area 2 grant application was to request funding to complete these projects in their entirety.

- Deploy Sectionalizing devices to create a Mesh Grid
- Deploy Fiber Optic Connections to remote sub-stations
- Install Solar Interconnection and Battery Storage
- Replace Failing Advanced Metering Infrastructure
- Install Meter Data Management System



# Topic Area 2 Cost Share Requirements

Topic Area 2 requires a 1:1 Cost Share between the DOE and the City  
Cost Share by Budget Period (Project Year)

Organization	Budget Period 1	Budget Period 2	Budget Period 3	Budget Period 4	Budget Period 5	Total Project Cost Share
City of Lake Worth Beach	\$10,331,509	\$3,513,786	\$3,420,387	\$3,374,873	\$2,821,912	\$23,462,167
DOE Grid Deployment Office	\$10,331,509	\$3,513,786	\$3,420,387	\$3,374,873	\$2,821,912	\$23,462,167

Total Project Cost: **\$46,924,334**



# Budgetary

The DOE Grant cycle does not align with the City budgetary cycle or fiscal year.

## DOE Dates

- DOE Submittal date: February 2023 – **no guarantee of award**
- DOE Award Announcement: November 2023

## City Dates

- FY2024 Budget final approval: September 2023
- City Budget spans October 1 to September 30

Hence the FY2024 Budget could not include the 1:1 cost share



# Identify 1<sup>st</sup> Project Year Cost Share

Since the DOE award cycle did not align to the City budget cycle, there was a need to identify the source of funds necessary for the 1<sup>st</sup> Project Year cost share of \$10,331,509

- EU Staff performed a technical review of the Series 2022 Bond funded projects to determine which, if any, projects could be deferred to create the cost share
- EU Staff was successful in identifying projects which could be deferred, hence the source of funds for the 1<sup>st</sup> Project Year cost share has been identified using Series 2022 Bond funds
- The funds for the remainder of the Cost Share (\$13,130,958) are suggested to be included in a Series 2025 Bond

## Cost Share

\$10,331,509 Project Year 1 (cost share has been identified using Series 2022 Bond funds)

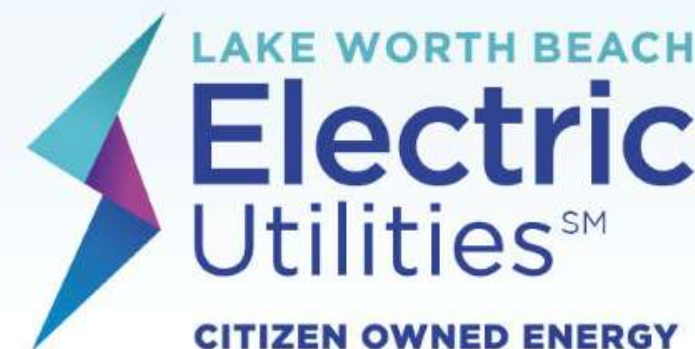
\$ 3,513,786 Project Year 2

\$ 3,420,387 Project Year 3

\$ 3,374,873 Project Year 4

\$ 2,821,912 Project Year 5

**\$23,462,167 Total**



# Series 2020 & Series 2022 Bond Status

Status of Bond Fund Usage as of May 24, 2024

Series	Column 1 Total Bond Proceeds	Column 2 Total Encumbered	Column 3 Unposted FY23 Capitalization	Column 4 Grant Cost Share (1st year only)	Column 5 * Remaining Balance	Column 6 Percent Expended
2020 Bond	\$ 44,731,000	\$ 43,191,917	\$ 1,539,083	\$ 0.00	\$ 0.00	100%
2022 Bond	\$ 40,460,375	\$ 14,142,167	\$ 1,124,119	\$ 10,331,509	\$ 14,862,580	63.3%
<b>Totals</b>	<b>\$ 85,191,375</b>	<b>\$ 57,334,084</b>	<b>\$ 2,663,202</b>	<b>\$ 10,331,509</b>	<b>\$ 14,862,580</b>	<b>82.5%</b>

\* Funds which are not yet encumbered but needed to ensure completion of Critical Projects



# Results of the Technical Project Review

Can be deferred	Estimated \$	Cannot be deferred as they have critical impacts on electric system reliability	Estimated \$
12 <sup>th</sup> Ave S Substation (Design)	\$ 1,000,000	Canal 26kV new Substation and Circuits Hardening	\$ 5,714,000
12 <sup>th</sup> Ave S Substation (Circuits Design)	\$ 555,000	6 <sup>th</sup> Ave S Substation Relocation Construction	\$ 3,700,000
Aging Underground Cable Replacement	\$ 500,000	6 <sup>th</sup> Ave S Distribution Feeders Conversion	\$10,136,000
Main Yard Capacitator Banks	\$ 500,000	Intracoastal Waterway Lagoon Crossing	\$ 3,000,000
1E05 Phase 1	\$ 3,000,000	French Ave, 1W13, OH to UG Conversion	\$ 1,325,000
1E05 Phase 2	\$ 1,479,690	I-95 at 7 <sup>th</sup> Ave N crossing - OH to UG conversion	\$ 458,019
1E05 Phase 3 - Engineering	\$ 250,000	New 1W18 Circuit Design	\$ 2,500,000
6 <sup>th</sup> Ave S Distribution Circuits	\$ 3,046,819	Line Truck Replacements	\$ 580,500
<b>Can be deferred Total</b>	<b>\$ 10,331,509</b>	Cultural Plaza, 1900 Renovation, EV Chargers	\$ 2,046,375
		Engineering Support Services	\$ 160,000
		NERC CIP, Security Cameras	\$ 33,972
		Dissolved Gas Analyzers, System Reclosers	\$ 475,000
		<b>Total which cannot be deferred</b>	<b>\$ 30,128,866 **</b>
<b>** Column 2 + Column 3 + Column 5 from slide 12</b>		<b>Can be deferred Total</b>	<b>\$ 10,331,509</b>
		<b>Grand Total</b>	<b>\$ 40,460,375</b>

# Anticipated Series 2025 Bond Request

The following funds are being included in the Series 2025 Bond request

Topic Area 2, 1:1 Cost Share	\$ 13,130,958
SHRIP Round 3	\$ 41,000,000
<b>Subtotal</b>	<b>\$ 54,130,958</b>
Capital Improvement Projects	\$ 4,118,234
<b>Total</b>	<b>\$ 58,249,192</b>





# Series 2025 Bond Request SHRIP Projects

#	Project Title	Rounded for Request
1	E03 OH/UG Replacement/Hardening/Capacity Increase	\$ 800,000.00
2	E05 OH/UG Replacement/Hardening/Capacity Increase	\$ 4,500,000.00
3	E09 OH/UG Replacement/Hardening/Capacity Increase	\$ 1,700,000.00
4	5002 Harden / Capacity Increase	\$ 1,000,000.00
5	5003 Harden / Capacity Increase	\$ 800,000.00
6	W12 Hardening/Capacity Increase	\$ 3,400,000.00
7	4A3N11 to 0703 Conversion / Hardening	\$ 2,800,000.00
8	4A3N12 to 0703 Conversion / Hardening	\$ 1,800,000.00
9	4A3N13 to 0702 Conversion / Hardening	\$ 3,700,000.00
10	12th Ave S Substation - Metal-Clad	\$ 7,100,000.00
11	4R1201 Conversion / Hardening	\$ 2,800,000.00
12	4R1202/1200 Hardening	\$ 1,300,000.00
13	4R1203 Conversion / Hardening	\$ 2,300,000.00
14	4R1204 Conversion / Hardening	\$ 2,900,000.00
15	Hypoluxo CT/PT Combo Installation	\$ 600,000.00
16	Hypoluxo Referesh (Wire Trap, SS, etc.)	\$ 200,000.00
17	Automatic Substation Cap Main Yd for East Bus	\$ 800,000.00
18	Automatic Substation Cap Main Yd for West Bus	\$ 800,000.00
19	TPTL3 - Transformer Purchase	\$ 1,400,000.00
20	Turbonet Replacement (Vehicle Tracking and Radio Records)	\$ 300,000.00
		\$ 41,000,000.00



# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** May 28, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Work Order #5 with Hooper Corp. to provide construction services for the Feeder Exits from the Canal new 26kV Substation

**SUMMARY:**

This Work Order authorizes Hooper Corp. ("Hooper"), to complete construction services for the Canal 26kV Substation Feeder Exits in the amount not to exceed \$432,939.58. This project has been identified as an element of the City's Electric Utility System Hardening and Reliability Improvement Program (SHRIP) and for which bonds were sold in 2020 and 2022.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach issued IFB 23-116 to identify qualified contractors to perform construction services. Four (4) qualified contractors were selected, and which are technically qualified and responsible bidders to perform SHRIP construction projects.

Proposals were received on April 30th from Hooper Corp. and Wilco Electrical LLC while LE Myers Co. and Michels Underground Cable, Inc. provided letters declining to provide proposals. See Bid Tab spreadsheet.

Hooper was the lowest cost, responsive bidder and provides the best value for the City. Work Order No. # 5 is for Hooper Corp. to complete the planned Canal 26kV new Substation Feeder Exits to cross under Davis Road and connect to the existing overhead distribution lines following the LWDD L-11 canal to the east.

The City will provide feeder conductors, pad-mount transformer, switches and related connection and mounting accessory materials which Hooper will install and assemble. If approved, Work Order #5 will be issued to Hooper in accordance with IFB# 23-116 for the City's Electric Utility SHRIP Program in the amount not to exceed \$432,939.58, this includes the contingency of \$43,293.95.

**MOTION:**

Move to approve/disapprove Work Order #5 with Hooper Corp. to provide construction services for the Feeder Exits from the Canal new 26kV Substation at a cost not to exceed \$432,939.58.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Work Order #5  
Hooper Proposal

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	\$432,939.58	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Electric Utility
Division	Distribution
GL Description	Improve Other than Build/ Infrastructure
GL Account Number	421-6034-531.63-15
Project Number	SH2235
Requested Funds	\$432,939.58
Remaining Balance	\$57,404.45
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	2022 Bond

**CONTRACT FOR SYSTEM HARDENING AND RELIABILITY IMPROVEMENTS  
WORK ORDER NO. 5**

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: Canal Substation Feeder Exits (the “Project”). The Project is more specifically described in the plans prepared by Hooper Corp, dated May 8<sup>th</sup> 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 **\$432,939.58**. The Work Order Price includes **\$43,293.95**, as a contingency for unforeseen changes and potential additional changes requested by the City (“Contingency”). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City’s Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor. The attached proposal identifies all costs and expenses included in the Work Order.

The City will supply materials as described in **Exhibit “2”**.

**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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order 5 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: \_\_\_\_\_

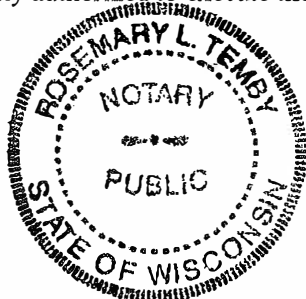
Print Name: Bruce Cram

Title: Vice President

STATE OF Wisconsin )  
COUNTY OF Dne )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or • online notarization on this 9th day of May 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.

Notary Seal:



\_\_\_\_\_  
Notary Public Signature  
My Commission Expires 02/01/2027



May 8, 2024

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

Reference: Proposal for Canal Substation Feeder Exits

Ashley,

Hooper pricing for the Canal Substation Feeder Exits is \$432,939.58. I have included our pricing breakdown and clarifications,

If you have any questions feel free to give me a call.

Thanks,

Gary Shortridge  
Hooper Corporation  
Regional Manager



# Hooper Corporation - Revised 5/06/2024

ITEM	UOM	QTY	EXTENDED PRICE
Mob/Demob Hooper		1	\$ 21,951.61
Mob/Demob (Subcontractor)		1	\$ 2,750.00
Location 2 - Location 3 Connect 8-6" Duct (Subcontractor??)		20	\$ 11,863.80
Location 2 - Location 3 Concrete Encase 8-6" Duct (Subcontractor??)		20	\$ 4,554.60
Location 3 - Location 3.3 Install and Concrete Encase 6 - 6" Conduit (Subcontra		15	\$ 8,374.35
			\$ -
Location 3 - Install Manhole - 10' x 10' x 8' - 4 Way (Less material)		1	\$ 12,625.78
Location 3 - Install Manhole - Grounding		1	\$ 1,463.45
Location 3 - Install Rackiing		1	\$ 2,867.16
Location 3 - Install 26kV Splices, Feeders - 60-01,60-02, 60-03, 60-04		12	\$ 13,171.20
			\$ -
			\$ -
			\$ -
Bore Location 3.3 to 7.6 to 8.3 to 8.6 to 9 Install 2-6" (Subcontractor)		326	\$ 11,475.20
Location 8 install 2-90 degree bends (8 - 22.5 Bends)		8	\$ 2,671.44
Location 9 - Install 55/H6 Ductile Iron Pole		1	\$ 3,109.83
Location 9 - Install Crossarm Deadend		1	\$ 457.32
Location 9 - Install Crossarm Tangent		1	\$ 457.32
Location 9 - Install Primary Deadend 3 permanent, 3 Temporary		6	\$ 3,292.68
Location 9 - Anchor		1	\$ 365.85
Location 9 - Down Guy		1	\$ 365.85
Location 9 - Install 900amp disconnects		3	\$ 1,097.55
Location 9 - Install LA's		3	\$ 548.79
Location 9 - Termination Bracket		1	\$ 137.19
Location 9 - 26kV Terminations 1000kcmil Jumpers		6	\$ 2,743.92
Location 9 - Install 5" Riser		1	\$ 1,829.30
Location 9 - Install Ground		1	\$ 365.85
			\$ -
Trench (Bore) Location 3.3 to 6 2-8" (Subcontractor)		85	\$ 2,992.00
			\$ -
Bore Location 3.3 to 3.5 to 4 Install 2-6" (Subcontractor)		213	\$ 7,497.60
Location 4 - Install 50/H5 Ductile Iron Pole		1	\$ 2,743.93
Location 4 - Install Crossarm Deadend		1	\$ 457.32
Location 4 - Install Primary Deadend 3 permanant		3	\$ 1,646.34
			\$ -
Location 4 - Install 900amp disconnects		3	\$ 1,097.55
Location 4 - Install LA's		3	\$ 182.93
Location 4 - Termination Bracket		1	\$ 411.57
Location 4 - 26kV Terminations 1000kcmil Jumpers		3	\$ 2,743.89
Location 4 - Install 5" Riser		3	\$ 1,371.96
Location 4 - Install Ground		1	\$ 1,829.30
			\$ 365.85

Location 4 - Top Existing pole	1	\$	182.93
		\$	-
Bore Location 11 to 11.3 to 11.6 to 12 Install 2-6" (Subcontractor)	249	\$	8,764.80
Location 12 - Install 50/H5 Ductile Iron Pole	1	\$	2,743.93
Location 12 - Install Crossarm Deadend	1	\$	457.32
Location 12 - Anchor	1	\$	365.85
Location 12 - Down Guy	1	\$	365.85
Location 12 - Install Primary Deadend 3 permanent 3 temp	6	\$	3,292.68
Location 12 - Install 900amp disconnects	3	\$	1,097.55
Location 12 - Install LA's	3	\$	548.79
Location 12 - Termination Bracket	1	\$	365.85
Location 12 - 26kV Terminations 1000kcmil	6	\$	5,487.78
Jumpers	6	\$	2,743.92
Location 12 - Install 5" Riser	2	\$	3,658.60
Location 12 - Install Ground	1	\$	365.85
		\$	-
Install Open Trench 42" minimum	195	\$	3,562.65
Location 15 to 16 Install 2-6" conduit	185	\$	15,895.20
Location 15 to 17 Install 2-6" conduit	195	\$	16,754.40
		\$	-
Location 19 install 4-40 degree bends (16 - 22.5 Bends)	16	\$	5,342.88
Location 19 - 20 install 2-6" PVC Open trench	30	\$	7,066.50
Location 20 install 1-5" Uguard	1	\$	1,829.30
Location 19 to 21 Install 2-6" PVC Open Trench	40	\$	9,422.00
Location 21 Stub 2 - 6" Conduits for FDR 60-08	15	\$	14,755.95
		\$	-
Cable Setups	11	\$	40,244.71
Install 3 - 1000 MCM AL 26kV Location 1 - 3 6001	175	\$	11,201.75
Install 3 - 1000 MCM AL 26kV Location 3 - 4	223	\$	8,159.57
Install 3 - 1000 MCM AL 26kV Location 3 - 5 6003	155	\$	9,921.55
Install 3 - 1000 MCM AL 26kV Location 3 - 6	94	\$	6,016.94
Install 3 - 1000 MCM AL 26kV Location 3 - 7 6004	145	\$	9,281.45
Install 3 - 1000 MCM AL 26kV Location 3 - 9 6004	326	\$	8,951.96
Install 3 - 1000 MCM AL 26kV Location 10 - 12 Express Feeder	371	\$	10,187.66
Install 3 - 1000 MCM AL 26kV Location 10 - 12 Express Feeder	371	\$	10,187.66
Install 3 - 1000 MCM AL 26kV Location 13 - 17 6005	400	\$	10,984.00
Install 3 - 1000 MCM AL 26kV Location 14 - 16 6006	<b>415</b>	\$	11,395.90
Install 3 - 1000 MCM AL 26kV Location 18 - 20 6007	195	\$	12,481.95
		\$	-
Tie Feeder Cables at Location - 1,5,7, 10, 13, 14 & 18 (21 terminations)	21	\$	19,207.23
		\$	-
MOT (Subcontractor)	<b>1</b>	\$	1,897.50
Bore Material (Sub-Contractor)	1	\$	9,570.00
Manhole Material (Budget)	1	\$	11,575.00
Restoration (Sub-Contractor)	1	\$	1,210.00
GPR (Sub-Contractor)	1	\$	770.00

**TOTAL                    \$    432,939.58**



April 29, 2024

### **CLARIFICATIONS**

Hooper's proposal is based on documents received on April 17, 2024.

- CLWB -UG – Canal Substations – Distribution Design. pdf
- 10 x 10 x 9 Octagon MH. pdf
- IFB Canal Feeder UG Storm Hardening and Voltage Conversion Rev1.docx

The 10' x 10' x 8' Octagon manhole in the document was unavailable from Oldcastle Infrastructure. Hooper has contacted other suppliers to find comparable manholes. Our pricing for the 4 way manhole is from Precast Specialties. M&S 162-234-003.

We are assuming CLWB has all utility permits in place for crossing under Davis Road and working in Canal ROW. Hooper will obtain any MOT permits that may be required.

CLWB shall supply location for Storm Drain from location 15 to location 16 if it has be installed prior to installation of trench and conduit.

All capped conduits previously installed will be marked so no delays due to locating the conduits.

Hooper has not assumed any conflicts with other utilities. Once One Call has marked utilities Hooper will address any potential conflicts with CLWB.

**Exhibit "2"**

The City of Lake Worth Beach will supply the following overhead construction material:

Description	Quantity
Utility Poles, Framing, and Hardware	As Required per Construction Prints
Primary Overhead Wire Conductor	As Required per Construction Prints
Connector, Clamp, and Bird-Wire	As Required per Construction Prints
5" U-Guard for Riser Pole	As Required per Construction Prints
900 Amp In-Line Switch w/ Bracket	As Required per Construction Prints
3 Phase Overhead Bracket for Cable Termination	As Required per Construction Prints
Transformer, Multi-tap, and Hardware	As Required per Construction Prints
Riser Cable Termination Kit	As Required per Construction Prints
Secondary Service Wire	As Required per Construction Prints
Grounding Components for Transformer and Lighting Arrestor	As Required per Construction Prints
Guying wire and Anchor	As Required per Construction Prints

**2A.2 UNDERGROUND FACILITIES**

City of Lake Worth Beach will supply the following construction material:

Description	Quantity
Underground 28kV Cable AL	As Required per Construction Prints
Splice Kit for Underground Cable	As Required per Construction Prints
Feeder Hand-Holes 5'x9' "	As Required per Construction Prints
Pad Mount Switch, Automatic Transfer Switch and Hardware	As Required per Construction Prints
Pad-mount Transformer, Pad, Multi-Tap, and Hardware	As Required per Construction Prints
Transformer Pad	As Required per Construction Prints

Threaded Lifting System, Waved Tail Anchor, 3/4" , (Coil Thread)	2
MULTI-STRENGTH BASKET GRIP 2.00" - 2.49" CABLE OD, (Pulling Basket & Eye)	3
Polywater J Cable Pulling Lubricant	10
Poly Twine – Polypropylene Twine, 5500 ft Used to Pull Cable Rope Through Conduit in Prep for Final Cable Pull	1
Cable Pulling Rope	1
Standard Non-Mounted Cable End Band, 1-5/8 to 2-1/4 in Woven Cable, Cable Pulling Clamps	6
XL Inflatable Blow Birdie, 5"-6" Ducts, 0.07 lbs	1
Red Line Dart for 8" Ducts	1
Conduit Measuring Tape/Polyester pull tape 3,000 ft	1
Connector, Terminal Lug, 2-Hole, Bolted, #336 - #556 AL, for Substations	3
Cold Shrink QT-III 3/C Termination Kit, Tape/Wire/Unshield, 5-25/28 Kv	3
Ground Stud Connector, Tin Plated Cast Copper	3
CLAMP, HOTLINE, Aluminum, #2 to #568 AL, for tapping LA's directly to Alum lines,	3
BRACKET, FIBERGLASS, 3-Phase,STANDOFF,POTHEAD, for mounting FS Sw's & LA's	1
Bolt, Machine, 5/8" x 14", galv, with square nut	2
WASHER, Square, Curved, galv, 3" SQUARE, for 5/8" bolts	2
5/8" Spring Lockwasher (1)	2
Locknut, Square Concave, 5/8", galv "MF" Style	2
Ground Rod Coupling, 5/8", Bronze, Threaded	1
Ground Rod Clamp, 5/8", Bronze, Rod to #8 - #1/0 Cu	3
Ground Rod, 5/8" X 10', Copper-Clad, Threaded End Only	2
3M Cold Shrink QS-III Splice Kit 5468A-1000-AL, CN and JCN Cable, 35 kV, 1000 kcmil, Insul. O.D. Range 1.24-2.06 in, 1/case	12
Wire, #2 Cu Hard Drawn, 7-Strand, XLPE, 500' Spool <b>(Insulated Jumpers to System Neutral)</b>	120 ft
Compression Grounding C-TAP Connector, 6 AWG(Sol) - 2 AWG(Str)	24
Tape, Vinyl, Red, 3/4" x 66', Electric	1
Riser, U-Guard, 5in x 10-ft Long, sch.40 molded pvc, for primary & sec risers	2
Riser, ADAPTER BOOT for CABLE GUARD, 2in - 5in SIZE, POLYETHYLENE	1
Riser, BACK PLATE for CABLE GUARD, 5in x 10ft, POLYETHYLENE	1
Screw, 410 STAINLESS TAPCON, For Corrosive Enviornments, Phillips 3/16" x 2-3/4"	24
Washer, Belleville, 1/2", Stainless Steel, 301SS	24
Wire #4 1/C 2.4KV, MV-90 Insulated Jumper Cu Birdwire, 501' Spools	30 ft
Cold Shrink Termination w/ GND Braid, Cable Insulation OD = 1.340" - 2.190", 25/28kV Cable (500 - 1500)	3
3M Cold Shrink QS-III Splice Kit 5468A-1000-AL, CN and JCN Cable, 35 kV, 1000 kcmil, Insul. O.D. Range 1.24-2.06 in, 1/case	3

Wire, #2 Cu Hard Drawn, 7-Strand, XLPE, 500' Spool <b>(Insulated Jumpers to System Neutral)</b>	30 ft
Ground Rod Coupling, 5/8", Bronze, Threaded	1
Ground Rod Clamp, 5/8", Bronze, Rod to #8 - #1/0 Cu	3
Ground Rod, 5/8" X 10', Copper-Clad, Threaded End Only	2
Figure 8 Compression Ground Rod Connector	1
Compression Grounding C-TAP Connector, 6 AWG(Sol) - 2 AWG(Str)	6
Tape, Vinyl, Red, 3/4" x 66', Electric	1
Riser, U-Guard, 5in x 10-ft Long, sch.40 molded pvc, for primary & sec risers	2
Riser, ADAPTER BOOT for CABLE GUARD, 2in - 5in SIZE, POLYETHYLENE	1
Riser, BACK PLATE for CABLE GUARD, 5in x 10ft, POLYETHYLENE	1
Screw, 410 STAINLESS TAPCON, For Corrosive Enviornments, Phillips 3/16" x 2-3/4"	24
Washer, Belleville, 1/2", Stainless Steel, 301SS	24
Wire #4 1/C 2.4KV, MV-90 Insulated Jumper Cu Birdwire, 501' Spools	30 ft
Cold Shrink Termination w/ GND Braid, Cable Insulation OD = 1.340" - 2.190", 25/28kV Cable (500 - 1500)	3
Riser, U-Guard, 5in x 10-ft Long, sch.40 molded pvc, for primary & sec risers	2
Riser, ADAPTER BOOT for CABLE GUARD, 2in - 5in SIZE, POLYETHYLENE	1
Riser, BACK PLATE for CABLE GUARD, 5in x 10ft, POLYETHYLENE	1
Duct Seal Compound, 5 lbs	1
6 in x 90 deg x 48 in Bend Radius PVC Schedule 40 Elbow, Plain	1
Screw, 410 STAINLESS TAPCON, For Corrosive Enviornments, Phillips 3/16" x 2-3/4"	24
Washer, Belleville, 1/2", Stainless Steel, 301SS	24
Wire #4 1/C 2.4KV, MV-90 Insulated Jumper Cu Birdwire, 501' Spools	30 ft
Cold Shrink Termination w/ GND Braid, Cable Insulation OD = 1.340" - 2.190", 25/28kV Cable (500 - 1500)	3
3M Cold Shrink QS-III Splice Kit 5468A-1000-AL, CN and JCN Cable, 35 kV, 1000 kcmil, Insul. O.D. Range 1.24-2.06 in, 1/case	3
Wire, #2 Cu Hard Drawn, 7-Strand, XLPE, 500' Spool <b>(Insulated Jumpers to System Neutral)</b>	30 ft
Ground Rod Coupling, 5/8", Bronze, Threaded	1
Ground Rod Clamp, 5/8", Bronze, Rod to #8 - #1/0 Cu	3
Ground Rod, 5/8" X 10', Copper-Clad, Threaded End Only	2
Figure 8 Compression Ground Rod Connector	1
Compression Grounding C-TAP Connector, 6 AWG(Sol) - 2 AWG(Str)	6
Tape, Vinyl, Red, 3/4" x 66', Electric	1
3M Cold Shrink QS-III Splice Kit 5468A-1000-AL, CN and JCN Cable, 35 kV, 1000 kcmil, Insul. O.D. Range 1.24-2.06 in, 1/case	3

Wire, #2 Cu Hard Drawn, 7-Strand, XLPE, 500' Spool <b>(Insulated Jumpers to System Neutral)</b>	30 ft
Ground Rod Coupling, 5/8", Bronze, Threaded	1
Ground Rod Clamp, 5/8", Bronze, Rod to #8 - #1/0 Cu	3
Ground Rod, 5/8" X 10', Copper-Clad, Threaded End Only	2
Figure 8 Compression Ground Rod Connector	1
Compression Grounding C-TAP Connector, 6 AWG(Sol) - 2 AWG(Str)	6
Tape, Vinyl, Red, 3/4" x 66', Electric	1
Riser, U-Guard, 5in x 10-ft Long, sch.40 molded pvc, for primary & sec risers	2
Riser, ADAPTER BOOT for CABLE GUARD, 2in - 5in SIZE, POLYETHYLENE	1
Riser, BACK PLATE for CABLE GUARD, 5in x 10ft, POLYETHYLENE	1
Duct Seal Compound, 5 lbs	1
6 in x 90 deg x 48 in Bend Radius PVC Schedule 40 Elbow, Plain	1
Screw, 410 STAINLESS TAPCON, For Corrosive Enviornments, Phillips 3/16" x 2-3/4"	24
Washer, Belleville, 1/2", Stainless Steel, 301SS	24
Wire #4 1/C 2.4KV, MV-90 Insulated Jumper Cu Birdwire, 501' Spools	30 ft
Cold Shrink Termination w/ GND Braid, Cable Insulation OD = 1.340" - 2.190", 25/28kV Cable (500 - 1500)	3
1000MCM, 1-C, 280MIL, 28kV, 1/3 N, 100%TR-XLPE Insulation, 1.732 Insulation OD, LLDPE Jacket, AL	675 ft
	975 ft
	1110 ft
	585 ft
	525 ft
	465 ft
	285 ft
	495 ft
	435 ft
	1200 ft
1245 ft	



Contractor	Bid (Y/N)	In Scope (Y/N)	Cost	% over Rank 1	Rank	Comments
RestoreItAll	N	N	\$ -	n/a	5	No Quote
Hooper	Y	Y	\$ 432,939.58	0%	1	Quote via email
L.E. Myers	N	n/a	\$ -	n/a	4	No Bid - Email provided
Michels	N	n/a	\$ -	n/a	3	No Bid - Letter declining to bid provided
Wilco	Y	Y	\$ 502,860.00	16%	2	Quote via email

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** May 28, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Contract with Hooper Corporation of Wisconsin to provide substation demolition construction services for the removal of the City's facilities at the 610 S H St. Substation

**SUMMARY:**

This Construction Contract engages Hooper Corporation of Wisconsin ("Hooper"), to complete construction services for the demolition of the 6th Ave., S existing substation in the amount not to exceed \$217,961.

**BACKGROUND AND JUSTIFICATION:**

The Construction Contract with Hooper Corporation of Wisconsin is to perform the demolition of the existing 6th Ave. S substation to be vacated by the Electric Utility at 610 S H Street in the amount not to exceed \$217,961, including a contingency of \$20,000. This project removes the Electric Utilities' facilities, structures, equipment, foundations, and perimeter fencing from the property.

This work is to comply with the City's obligations per the Property Exchange Agreement with Dixie Capital where a new updated substation will be constructed at 706 S H Street and 710 S H Street location.

The City of Lake Worth Beach issued IFB #24-109 for qualified contractors to perform the demolition work. Three (3) qualified contractors provided bids for the demolition work.

Responsive bids for this substation demolition project were received May 7th. Hooper Corporation of Wisconsin was the lowest cost, responsive bidder and provides the best value for the City.

**MOTION:**

Move to approve/disapprove the Contract with Hooper Corporation of Wisconsin to provide substation demolition construction services for the removal of the City's facilities at the 610 S H St. Substation at a cost not to exceed \$217,961.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Contract  
Bid Tab

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$217,961	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
Employee Positions	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	Expenditure
Department	Electric Utility
Division	Distribution
GL Description	Improve Other than Build/ Infrastructure
GL Account Number	421-6034-531.63-15
Project Number	SH2211
Requested Funds	\$217,961
Remaining Balance	\$294,979
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	2022 Bond

**CONSTRUCTION CONTRACT  
(SUBSTATION DEMOLITION PROJECT (610 S. H Street))**

**THIS CONSTRUCTION CONTRACT** (“Contract”) is dated on the \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **HOOPER CORPORATION OF WISCONSIN**, a Wisconsin corporation located at 6450 Pederson Crossing Blvd., DeForest, WI 53532, which is authorized to do business in the State of Florida (“Contractor”).

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued on an Invitation for Bid (IFB# 24-109) for the Substation Demolition Project (6 S. H Street) (“IFB”), which IFB is incorporated into this Contract by reference; and

**WHEREAS**, the City received three (3) responsive bids to the IFB; and

**WHEREAS**, Contractor was found to be the lowest, responsive and responsible bidder and was recommended for the award; and

**WHEREAS**, the City desires to accept the Contractor’s bid in order for Contractor to meticulously remove a 4kV electrical substation, located at 610 S. H Street, Lake Worth Beach, Florida, including all structures, equipment, foundations, perimeter fencing, and associated components, pursuant to the terms and conditions of this Contract and IFB; and

**WHEREAS**, the Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

**WHEREAS**, the City finds entering this Contract with the Contractor as described herein serves a valid public purpose.

**NOW THEREFORE**, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**ARTICLE 1. RECITALS AND WORK.**

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the Contract Documents, as defined below and as set forth and according to the specifications provided in IFB and Schedule of Unit Prices in **Exhibit “B”**. The Work is generally described as Substation Demolition Project 610 S. H Street (“Project”).

**ARTICLE 2. CONTRACT TIME.**

2.1 The Work will be substantially completed within **60 calendar days** from the date of the Notice to Proceed. Final completion of the Work that includes final improvements of the Project shall be within **90 calendar days** from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

**2.3 LIQUIDATED DAMAGES. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. 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 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 paragraph 2.1.**

2.4 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the Contractor or its subcontractors (if authorized) and without the Contractor's or subcontractor's fault or negligence. Upon the Contractor's written request, the City shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as reasonably determined by the City, the time of completion shall be extended for any reasonable time that the City may reasonably decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, by an approved written change in the scope from the original Contract Documents, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's reasonable control, or by delay authorized by the City pending negotiation or by any cause which the City shall reasonably decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. The Contractor must provide the City with written notice of any delay claims and no extension of time shall be made for any delay occurring more than five (5) days before a claim is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. With the exception of an approved written change in the scope from the original Contract Documents, the Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the Work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the work. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Further, in the City's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the City.

### **ARTICLE 3. CONTRACT PRICE.**

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed Two Hundred Seventeen Thousand Nine Hundred Sixty-One Dollars (\$217,961.00), which shall be payable in accordance with Article 4 of this Contract. The

Contract Price includes **Twenty Thousand Dollars (\$20,000.00)** as a contingency for unforeseen changes and potential additional changes requested by the City (“Contingency”). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City’s Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

#### **ARTICLE 4. PAYMENT PROCEDURES.**

4.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor’s invoices shall be submitted to:

City of Lake Worth Beach  
Attn: Financial Services Department/Procurement Division  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

The City’s Contract Administrator will review each invoice submitted by the Contractor. If approved by the City’s Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City’s receipt and identify the action necessary to correct the invoice or a deficiency.

4.2 Payment to the Contractor shall be made pursuant Florida’s Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2023), except as provided herein. Specifically, the City will withhold five percent (5%) of each payment to the Contractor as retainage until fifty percent (50%) of the Work is completed by the Contractor. After fifty percent (50%) of the Work is completed, upon written request from the Contractor, the City’s Contract Administrator may agree in writing with the Contractor to release a portion of the retainage not to exceed fifty percent (50%) of the total retainage amount. Within twenty (20) business days of the finalization of the punch-list described below and upon receipt of a payment request from the Contractor, the City will pay the Contractor all retainage held less an amount equal to 150% of the estimated cost to complete the items on the punch-list. Upon completion of all items on the finalized punch-list, the Contractor may submit a request for release of all retainage.

4.3 In accordance with section 218.735(7), Florida Statutes (2023), as soon as possible, **but no later than ten (10) business days prior to reaching substantial completion**, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request. The Contractor’s proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor’s proposed punch-list, the City will have five (5) business days to review, make modifications, or agree to the proposed punch-list and estimated cost. If the City does not make any modifications to the Contractor’s proposed punch-list within five (5) business days of receipt, the proposed punch-list will be deemed accepted by the City. The City’s Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties **no later than five (5) days after the City’s review and deliver the same to the Contractor**. Once the punch-list is finalized and delivered to the Contractor, the Contractor shall have thirty (30) days to complete all Work on the punch-list or until the time set for final completion of the Work (if the final completion date provides for more time). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all Work and the Project. The Contractor’s proposed punch-list and

modifications by the City may be by informal written notice (e.g., email, fax, or hand-delivery); however, proof of delivery shall be kept by the party providing the informal written notice to the other party.

4.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the City), the Contractor shall submit a “final invoice” to the City. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work under the applicable work order has been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the City shall pay the remainder of the work order price including any amount held as retainage.

4.5 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute made in writing, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a written claim or demand by the City.

4.6 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

**4.7 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

## **ARTICLE 5. INDEMNITY, INSURANCE AND BOND**

5.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor’s liability hereunder shall include all attorney’s fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor’s expense. The City shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before

entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5.2 Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Contractor, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Agreement.

5.3 The Contractor shall provide a public construction bond in accordance with the provisions of section 255.05, Florida Statutes. The bond shall conform with the bond form attached hereto as **Exhibit "A"** or be in such substantially similar form as approved by the City. The bond shall be in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Contractor must provide the City with a fully executed and recorded copy (in the Official Records of Palm Beach County) of the bond prior to commencing any Work. To be acceptable to the City as the Owner, a Surety Company shall comply with the following provisions:



1. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
5. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
6. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
  - a. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
  - b. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## **ARTICLE 6. TERMINATION.**

6.1 **TERMINATION BY CITY:** The City (through its City Manager or designee) may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;
3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;
5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the Work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

**6.2 TERMINATION BY THE CITY FOR CONVENIENCE:** The City may, at any time, terminate the Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

## **ARTICLE 7. CONTRACT DOCUMENTS.**

**7.1 Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of the terms and conditions set forth in this Contract, the IFB including all Project plans/drawings and issued addenda; the bid submitted by the Contractor; and any duly executed and City issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto, and the Contractor's bid clarifications. If, during the performance of the Work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority: Change Orders, Work Directive Changes, Field Orders and Amendments approved and executed by the parties  
Second Priority: Terms and conditions of this Contract  
Third Priority: The IFB, addenda issued with the IFB, and Project plans  
Fourth Priority: Contractor's bid and clarifications.

7.2 Contract Administrator. Whenever the term "Contract Administrator" is used herein, it is intended to mean the City Manager or designee, for the City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

## **ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.**

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

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("Site"), conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to any technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.
5. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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 Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent 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 will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

8. 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

9. Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Contract Administrator is acceptable to Contractor.

10. Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

8.2 The Project and Work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the Work provided under the Contract Documents shall be in accordance with accepted and established trade practices and procedures recognized in the

Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with the Contract Documents.

8.4 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under the Contract Documents. The Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

8.5 The Work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new purchase order for the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

## **ARTICLE 9. MISCELLANEOUS.**

9.1 *Assignment.* Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 *Successors and assigns.* City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.3 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.4 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.5 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.6 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.7 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.8 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.9 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The City shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.10 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 *Public Records Law.* As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion

of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR [CITYCLERK@LAKEWORTHBEACHFL.GOV](mailto:CITYCLERK@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.12 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.13 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the City that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.14 *Assignment of warranties.* Contractor shall assign to City all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to City.

9.15 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.16 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.17 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.18 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *Scrutinized Companies.*

1. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.



5. The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.20 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and, to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.27 *Work for Hire*: All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and

deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

9.28 *Continuing Obligations*: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.29 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and to the Contractor as follows:

\  
Hooper Corporation of Wisconsin  
Attn: Damon Arsenauld, Director Transmission & Distribution  
6450 Pederson Crossing Blvd.  
DeForest, WI 53532

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty*: All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property*: The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent

property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total Work to be accomplished by subcontractors is listed in the Contractor's bid (if any) and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

10. *E-Verify*: Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a Agreement for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City and Contractor have caused this Contract for Substation Demolition Project (610 S. H St) to be executed the day and year shown below.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Gendahayo, Financial Services Director



CONTRACTOR:

**HOOPER CORPORATION OF WISCONSIN**

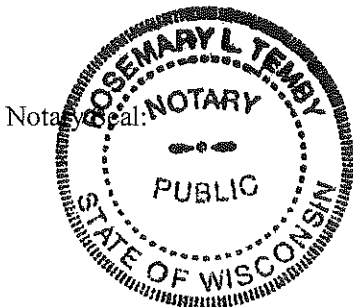
By: B C

Print Name: Bruce Cran

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 9th day of May 2024, by Bruce Cran, as the Vice President [title] of **Hooper Corporation of Wisconsin**, a Wisconsin 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 L. Tandy  
Notary Public Signature  
My Commission Expires: 2/1/2027

**Exhibit "A"**  
**CITY OF LAKE WORTH BEACH**  
**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

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

**CONTRACTOR:**

Name:  
Principal Business Address:

Telephone Number:

**SURETY:**

Name:  
Principal Business Address

Telephone Number:

**OWNER:**

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

**CONTRACT:**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled "\_\_\_\_\_" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:
  - a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and
  - b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and
  - c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_

Print Name

(Corporate Seal)

**Exhibit "B"**  
**(Schedule of Unit Prices)**

**(B4)**

IFB#24-109 Substation Demolition Project (610 S. H St.)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work and as listed below. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable).

**PRICING**

	Labor & Equipment	Material	Total
Mobilization	\$2,878.00	\$0.00	\$2,878.00
DEMO Structures	\$35,085.00	\$0.00	\$35,085.00
DEMO Foundations / Concrete	\$22,765.00	\$5,298.00	\$28,062.00
DEMO Bus Work	\$8,704.00	\$0.00	\$8,704.00
DEMO Station Equipment	\$11,856.00	\$0.00	\$11,856.00
DEMO Conduit and Cables	\$21,694.00	\$0.00	\$21,694.00
DEMO Grounding	\$5,356.00	\$0.00	\$5,356.00
DEMO Fence	\$23,434.00	\$5,885.00	\$29,319.00
Site Work	\$27,643.00	\$7,062.00	\$34,705.00
Testing	\$17,423.00	\$0.00	\$17,423.00
Demobilization	\$2,878.00	\$0.00	\$2,878.00
<b>TOTAL OFFER:</b>			<del>\$197,960.00</del>

\$197,961.00

Work completion time: 40 days.

Corrected Bid

Name of Bidder: Hooper Corporation

Address: 6450 Pederson Crossing Blvd., City DeForest ST WI Zip 53532

Phone: ( 954 ) 787-9785 Email: odelgado@hoopercorpo.com

Print Name: Damo. rArsenault Title: Director Transmission & Distribution

SIGNATURE:  Date: May 6, 2024



**City of Lake Worth Beach**

**Compliance Checklist & Bid Tab**

**IFB#24-109 Substation Demolition Project (610 S H St.)**

<b>Bidder:</b>	<b>Hooper Corporation</b>	<b>L.E.Myers Co.</b>	<b>Powerserve Technologies, Inc.</b>
Bid Package Cover Sheet B1	submitted	submitted	submitted
Bidder's Minimum Qualifications B2	submitted	submitted	submitted
Bid B3	submitted	submitted	submitted
Schedule of Unit Prices B4	submitted	submitted	submitted
Substitution Sheet B5	submitted	submitted	submitted
Schedule of Subcontractors B6	submitted	submitted	submitted
Contractor Verification Form B7	submitted	submitted	submitted
List of References B8	submitted	submitted	submitted
Non-Collusion and Public Entity Crimes Affidavit B9	submitted	submitted	submitted
Drug Free Workplace Certification B10	submitted	submitted	submitted
Campaign Contribution Statement B11	submitted	submitted	submitted
Scrutinized Companies Certification B12	submitted	submitted	submitted
Veteran Business Enterprise, Small Business and Local Business Preference Form B13	n/a	n/a	n/a
Bid Bond	submitted	submitted	submitted
Completion Time:	40 days	25 days	90 days
Compliance :	In Compliance	In Compliance	In Compliance





City of Lake Worth Beach

Bid Tabulation

IFB #24-109 Substation Demolition Project (610 S H St.)

PRICING	Hooper Corporation			L.E.Myers Co.			Powerserve Technologies, Inc.		
	LABOR & EQUIPMENT	MATERIAL	TOTAL	LABOR & EQUIPMENT	MATERIAL	TOTAL	LABOR & EQUIPMENT	MATERIAL	TOTAL
Mobilization	\$2,878.00	\$0.00	\$2,878.00	\$13,967.73	\$0.00	\$13,967.73	\$5,000.00	\$0.00	\$5,000.00
DEMO Structures	\$35,085.00	\$0.00	\$35,085.00	\$13,880.43	\$43.28	\$13,923.71	\$30,000.00	\$0.00	\$30,000.00
DEMO Foundations / Concrete	\$22,765.00	\$5,298.00	\$28,063.00	\$51,645.69	\$6,058.95	\$57,704.64	\$50,000.00	\$0.00	\$50,000.00
DEMO Bus Work	\$8,704.00	\$0.00	\$8,704.00	\$10,824.99	\$0.00	\$10,824.99	\$20,000.00	\$0.00	\$20,000.00
DEMO Station Equipment	\$11,856.00	\$0.00	\$11,856.00	\$9,777.41	\$0.00	\$9,777.41	\$35,000.00	\$0.00	\$35,000.00
DEMO Conduit and Cables	\$21,694.00	\$0.00	\$21,694.00	\$42,828.56	\$865.56	\$43,694.12	\$35,000.00	\$0.00	\$35,000.00
DEMO Grounding	\$5,356.00	\$0.00	\$5,356.00	\$13,967.73	\$0.00	\$13,967.73	\$15,000.00	\$0.00	\$15,000.00
DEMO Fence	\$23,434.00	\$5,885.00	\$29,319.00	\$17,503.32	\$865.56	\$18,368.88	\$30,000.00	\$0.00	\$30,000.00
Site Work	\$27,643.00	\$7,062.00	\$34,705.00	\$22,784.86	\$8,346.51	\$31,131.37	\$60,000.00	\$40,000.00	\$100,000.00
Testing	\$17,423.00	\$0.00	\$17,423.00	\$16,185.87	\$0.00	\$16,185.87	\$25,000.00	\$0.00	\$25,000.00
Demobilization	\$2,878.00	\$0.00	\$2,878.00	\$13,967.73	\$0.00	\$13,967.73	\$5,000.00	\$0.00	\$5,000.00
<b>TOTAL OFFER:</b>	<b>\$197,961.00</b>			<b>\$243,514.18</b>			<b>\$350,000.00</b>		
Comments:	corrected bid (calculation error)			corrected bid (calculation error)					

# STAFF REPORT UTILITY MEETING

**AGENDA DATE:** May 28, 2024

**DEPARTMENT:** Electric Utility

**TITLE:**

Purchase Order to IRBY Utilities for the procurement of three (3) GE Reactors for the new 6<sup>th</sup> Ave. S substation

**SUMMARY:**

This Purchase Order authorizes the purchase of Three (3) GE Reactors from Irby Utilities in the amount not to exceed \$71,374.00 which is a component for the new 6<sup>th</sup> Ave., S substation.

**BACKGROUND AND JUSTIFICATION:**

Irby Utilities is the Sole Source provider of the GE Air Core Reactors available from GE Grid Solutions for use in electric utility facilities. The City's procurement code, section 2-112 (e), authorizes a single source procurement without competition if the single source is the only practical source or in the best interest of the City.

GE Current Limiting Reactors reduce short-circuit currents so that circuit breakers with lower circuit breaking capacity may be used to provide improved protection for distributed circuits.

The City's Electric Utilities engineers have specified and installed these same GE Reactors in the newer 7<sup>th</sup> Ave., N switching station and continue to specify this same brand based on consistency in substation design, familiarity and serviceability which is in the best interest of the City.

The Electric Utility is requesting Authorization to Procure 3 x GE1200 Ampere Current Limiting Reactors for a total cost of \$71,374.00, freight included, for installation in the new 6<sup>th</sup> Ave., S substation.

**MOTION:**

Move to approve/disapprove a Purchase Order to IRBY Utilities for the procurement of 3 GE Reactors for the new 6<sup>th</sup> Ave. S substation at a cost not to exceed \$71,374.00 including freight charges.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
GE Sole Source Letter  
Quote

**FISCAL IMPACT ANALYSIS**

Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Inflows/Revenues</b>					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
<b>Outflows/Expenditures</b>					
Appropriated (Budgeted)	\$71,374.00	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
<b>Net Fiscal Impact</b>					
<i>(If not budgeted)</i>	0	0	0	0	0
<b>No. of Addn'l Full-Time</b>					
<b>Employee Positions</b>	0	0	0	0	0

<b>Contract Award - Existing Appropriation (Budgeted)</b>	
	<b>Expenditure</b>
<b>Department</b>	Electric Utility
<b>Division</b>	Distribution
<b>GL Description</b>	Improve Other than Build/ Infrastructure
<b>GL Account Number</b>	421-6034-531.63-15
<b>Project Number</b>	SH2211
<b>Requested Funds</b>	\$71,374.00
<b>Remaining Balance</b>	\$223,605
<b>Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)</b>	2022 Bond



15/MAR/2024

**Sole Source letter for City of Lake Worth, FL**

City of Lake Worth Electric Utilities  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

Renewables  
GE Grid Solutions LLC

To whom it may concern,

This is to notify you that IRBY is the sole source provider of GE Air Core Reactors & Line traps products for your account.

All requests for quotes, purchase orders submittals and order processing will be submitted through Irby with the following parameters:

- E-mail for quotes and PO's is Frank Chetalo, [franke@electricsalesinc.com](mailto:franke@electricsalesinc.com) and [Michael.Altis@ge.com](mailto:Michael.Altis@ge.com)
- Purchase orders must include complete GE part numbers or proposal numbers.
- Orders will be acknowledged back within 48 hours of the receipt of a complete PO
- All Reactors/Line traps orders will include freight to site, FOB Dest, freight allowed.

We appreciate the opportunity to serve and do business with City of Lake Worth. Feel free to contact me with any questions or concerns.

Sincerely,

Andre Lanza  
Sales Specialist  
706-550-3177  
[andre.lanza@ge.com](mailto:andre.lanza@ge.com)

Instrument Transformers LLC  
1907 Calumet St  
Clearwater, FL 33765  
[www.gegridsolutions.com](http://www.gegridsolutions.com)

**QUOTATION - GE # BX240304, Rev.0**



**Customer:** Irby  
**Project Name:** City of Lake Worth, FL

**Quote date:** 15-Apr-24  
**Quote Validity:** 15-May-24

GE Grid Solutions LLC  
 4200 Wildwood Parkway  
 Atlanta, GA 30339 USA

Dear valued customer,

On behalf of the GE Grid Solutions team, we appreciate the opportunity. Please find our pricing information below:

24 kV Current Limiting Reactors			FIRM	FIRM	
Item	Qty	Type	Unit Price (\$)	Total Price (\$)	Delivery time(*)
1	3	XSLR 1.326mH / 1200 A	\$23,158.00	\$69,474.00	20
Total	3	FOB Destination, freight allowed.....		\$69,474.00	

(\*) Weeks after receipt of order and once the PO has been technically and commercially accepted.

Lead time is estimative and will be confirmed at purchase order stage - If a better lead time is needed, please let us know.

Drawings already approved/Identical.

We reserve the right to charge engineering hours for project revision/modification out of the scope of this order/project.

**Warranty:**

GE Grid Solutions standard warranty is 18 months from notification of readiness to ship or 12 months from operation whichever comes first.

GE Grid Solutions can provide an extended warranty for up to an additional 48 months for an additional 1% per year.

**Incoterm/Transportation:**

Regular truck delivery included - Flatbed adder:

\$ 1,900. Shipping Origin: GE Itajuba, Brazil

**Destination:** Lake Worth Beach, FL

**Delays and Storage fees:**

The manufacturing process starts after drawings approval. Once started, the order cannot be moved out for a future delivery date. If your company cannot receive it on the negotiated date, please inform a new delivery address and notify us at least 30 days before shipping the product.

**Cancellation Schedule:**

In case of cancellation, a payment will be due as per below:

Milestones	% of PO Value
From PO to 20% of quoted lead time	15%
Between 20% to 30% of quoted lead time	40%
Between 30% to 40% of quoted lead time	50%
Between 40% to 50% of quoted lead time	60%
Between 50% to 70% of quoted lead time	80%
After 70% of quoted lead time	100%

Thank you for considering GE Grid Solutions as your trusted supplier of air core reactors/line traps.

We look forward to a successful partnership with you.

Sincerely,

*Andre Lanza*

André Lanza - Lead Sales Specialist, NAM  
 andre.lanza@ge.com  
 706-550-3177

