

AGREEMENT FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS
(Utilizing the Village Center Community Development District Agreement for Storm Pipe
Inspections, Cleaning & Repairs)

THIS AGREEMENT FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS (“Agreement”) is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida (“CITY”), and **ATLANTIC PIPE SERVICES, LLC**, a Limited Liability Company authorized to do business in the State of Florida, located at 1420 Martin Luther King Jr. Blvd, Sanford, FL 32771 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Water Utility Department is in need of a company to provide storm pipe inspections, cleaning and repairs; and,

WHEREAS, the CITY’s Procurement Policy and Code authorizes the purchases of goods and services through “piggybacking” other governmental competitively procured contracts; and

WHEREAS, on April 10, 2024, the Village Center Community Development District (“District”) competitively awarded the CONTRACTOR a contract for storm pipe inspections, cleaning and repairs based on the Village Center Community Development District RFP #24P-007 valid until September 20, 2026 with option to renew for one (1) additional two (2) year period (“District Contract”); and

WHEREAS, the District authorizes the CONTRACTOR to extend the terms and conditions of the District Contract to other government entities at the discretion of the CONTRACTOR; and

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of District Contract to the CITY; and

WHEREAS, the CITY has reviewed the unit prices from the District Contract, as provided in **Exhibit “A”**, and determined that the unit prices are competitive and will result in the best value to the CITY; and

WHEREAS, the CITY finds entering this Agreement with the CONTRACTOR serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Contract. The District Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The CITY shall have all rights and obligations of the District under the District Contract except as specifically modified herein. The term of this Agreement shall be consistent with the term of the District Contract and valid until September 30, 2026 unless earlier terminated in accordance with the District Contract terms. This Agreement may be extended by the City Manager consistent with extensions of the District Contract.

3. Not to Exceed Amount. While the CONTRACTOR is not guaranteed that the CITY will utilize this Agreement for any services, if the CITY utilizes this Agreement for services, the not to exceed amount for this Agreement shall be One Hundred Fifty Thousand Dollars (**\$150,000.00**).

4. Work Orders. When the CITY identifies a need for the CONTRACTOR's services, the CITY will request a proposal from the CONTRACTOR to provide the services requested at the unit prices set forth in Exhibit "A". The CITY will provide the CONTRACTOR with plans and/or specifications in order for the CONTRACTOR to develop its proposal. The CONTRACTOR's proposal shall be submitted in the format of the sample work order, attached hereto and incorporated herein as Exhibit "B" along with a copy of the CONTRACTOR's proposal. Upon receipt of the CONTRACTOR's proposed work order and proposal, the CITY shall decide in its sole discretion whether to award the work order to the CONTRACTOR. Depending on the lump sum amount of each work order, the work order may be awarded by the City Manager, if within their purchasing authority (currently not to exceed \$50,000), or the City Commission. If the work order is approved by the CITY, the CONTRACTOR shall commence the identified services upon the CITY's approval of the work order for the services and issuance of a notice to proceed. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved work order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR. SCOPE

5. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. This Agreement (including its exhibits and amendments thereto);
- b. The District Contract; and,
- c. The City issued Work Order (including amendments thereto).

6. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed 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. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

7. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held exclusively in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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 THIS AGREEMENT.

- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, 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 or designee, 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 this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of this Agreement, 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 Agreement, 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 Agreement, 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 or designee, 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 AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460

K. 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.

L. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, the Consultant 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 to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. An affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
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 subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;
5. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract 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 this Agreement.

- M. COMPLIANCE WITH SECTION 787.06. By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Storm Pipe Inspections, Cleaning & Repairs as of the day and year first above written.

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: Atlantic Pipe Services, LLC

[Corporate Seal]

By: Allan Cagle
Allan Cagle - President

STATE OF Florida
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 10 day of April 2025, by Allan Cagle, as the President [title] of **Atlantic Pipe Services, LLC**, a Limited Liability Company authorized to do business in the State of Florida, who is ☒ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind [**Atlantic Pipe Services, LLC**] to the same.

Notary Seal:



ARIANA K. THOMPSON
Commission # HH 199805
Expires November 17, 2025

[Signature]
Notary Public Signature

EXHIBIT "A"
(Unit Price Schedule from DISTRICT – 3 pages)

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs

DIVING, PLUGGING, AND DEWATERING

ITEM #	ITEM DESCRIPTION	SIZE	UNIT	PRICE
1	Plug Set in Structure or Outfall	00 - 24 INCH	EA	\$550.00
2	Plug Set in Structure or Outfall	30 - 54 INCH	EA	\$750.00
3	Plug Set in Structure or Outfall	60 - 72 INCH	EA	\$950.00
4	Plug Rental	15 INCH	WK	\$315.00
5	Plug Rental	18 INCH	WK	\$315.00
6	Plug Rental	24 INCH	WK	\$331.00
7	Plug Rental	30 INCH	WK	\$710.00
8	Plug Rental	36 INCH	WK	\$805.00
9	Plug Rental	42 INCH	WK	\$815.00
10	Plug Rental	48 INCH	WK	\$1,100.00
11	Plug Rental	54 INCH	WK	\$1,150.00
12	Plug Rental	60 INCH	WK	\$2,430.00
13	Plug Rental	66 INCH	WK	\$2,430.00
14	Plug Rental	72 INCH	WK	\$3,500.00
15	Plug Removal in Structure or Outfall	00 - 24 INCH	EA	\$300.00
16	Plug Removal in Structure or Outfall	30 - 54 INCH	EA	\$500.00
17	Plug Removal in Structure or Outfall	60 - 72 INCH	EA	\$700.00
18	Certified Dive Team for Exploratory Dive	N/A	HR	\$185.00
19	Certified Dive Team: Swim Plug Up Pipe to Embankment to Prevent Pipe from Floating	N/A	EA	\$160.00
20	Easement Access for Plug Set, Removal	N/A	EA	\$350.00
21	Underwater Dredging for Plug Set	N/A	HR	\$265.00
22	Pump Delivery to Job Site and Set Up	N/A	EA	\$350.00
23	Dewatering	00 - 24 INCH	LF	\$0.80
24	Dewatering	30 - 36 INCH	LF	\$1.20
25	Dewatering	42 - 48 INCH	LF	\$1.80
26	Dewatering	54 - 60 INCH	LF	\$3.60
27	Easement Access for Pump Set Up and Delivery	N/A	EA	\$450.00

STORM CLEANING AND INSPECTION SERVICES

28	Light cleaning, storm	00 - 24 INCH	LF	\$2.25
29	Light cleaning, storm	30 - 36 INCH	LF	\$2.75
30	Light cleaning, storm	42 - 48 INCH	LF	\$3.65
31	Light cleaning, storm	54 - 60 INCH	LF	\$5.00
32	Light cleaning, storm	66 - 72 INCH	LF	\$9.00
33	Medium cleaning, storm	00 - 24 INCH	LF	\$2.93
34	Medium cleaning, storm	30 - 36 INCH	LF	\$4.80
35	Medium cleaning, storm	42 - 48 INCH	LF	\$8.40
36	Medium cleaning, storm	54 - 60 INCH	LF	\$12.30
37	Medium cleaning, storm	66 - 72 INCH	LF	\$16.25
38	Heavy cleaning, storm	00 - 24 INCH	LF	\$4.88
39	Heavy cleaning, storm	30 - 36 INCH	LF	\$7.80
40	Heavy cleaning, storm	42 - 48 INCH	LF	\$12.60
41	Heavy cleaning, storm	54 - 60 INCH	LF	\$16.80
42	Heavy cleaning, storm	66 - 72 INCH	LF	\$33.75
43	Easement Set Up and Cleaning (additional fee for cleaning)	N/A	LF	\$0.62
44	Structure Cleaning	N/A	EA	\$85.00
45	Transportation Fee for Delivering Debris Removed to Disposal Location	N/A	EA	\$195.00
46	Pump Station/Storm Lift Station Cleaning	N/A	HR	\$285.00
47	CCTV Storm	00 - 30 INCH	LF	\$2.10
48	CCTV Storm	36 - 60 INCH	LF	\$2.75

EXHIBIT A

49	CCTV Storm	66 - 72 INCH	LF	\$3.50
50	Easement Set Up and Inspection (Additional Fee to CCTV)	N/A	LF	\$0.30
51	Structure Inspection	N/A	EA	\$65.00
PRESSURE GROUT MAINLINE				
52	Pressure grout - Storm, 5 or less per callout	00 - 24 INCH	EA	\$1,280.00
53	Pressure grout - Storm, 5 or less per callout	30- 48 INCH	EA	\$1,980.00
54	Pressure grout - Storm, 5 or less per callout	54 - 72 INCH	EA	\$2,650.00
55	Pressure grout - Storm, 5 or more per callout	00 - 24 INCH	EA	\$880.00
56	Pressure grout - Storm, 5 or more per callout	30 - 48 INCH	EA	\$1,250.00
57	Pressure grout - Storm, 5 or more per callout	54 - 72 INCH	EA	\$2,200.00
REPAIR BANDS				
58	Mechanical Repair Sleeve - Storm	15 INCH	EA	\$3,200.00
59	Mechanical Repair Sleeve - Storm	18 INCH	EA	\$3,400.00
60	Mechanical Repair Sleeve - Storm	24 INCH	EA	\$3,700.00
61	Mechanical Repair Sleeve - Storm	30 INCH	EA	\$4,200.00
62	Mechanical Repair Sleeve - Storm	36 INCH	EA	\$4,785.00
63	Mechanical Repair Sleeve - Storm	42 INCH	EA	\$5,475.00
64	Mechanical Repair Sleeve - Storm	48 INCH	EA	\$6,150.00
65	Internal Seal - Storm	18 INCH	EA	\$1,800.00
66	Internal Seal - Storm	24 INCH	EA	\$1,800.00
67	Internal Seal - Storm	30 INCH	EA	\$1,925.00
68	Internal Seal - Storm	36 INCH	EA	\$2,100.00
69	Internal Seal - Storm	42 INCH	EA	\$2,250.00
70	Internal Seal - Storm	48 INCH	EA	\$2,325.00
71	Internal Seal - Storm	54 INCH	EA	\$2,410.00
72	Internal Seal - Storm	60 INCH	EA	\$2,600.00
73	Internal Seal - Storm	66 INCH	EA	\$2,900.00
74	Internal Seal - Storm	72 INCH	EA	\$3,200.00
CIPP SECTIONAL LINER				
75	Sectional Liner - Storm	15 INCH	LF	\$1,380.00
76	Sectional Liner - Storm	18 INCH	LF	\$1,480.00
77	Sectional Liner - Storm	24 INCH	LF	\$1,480.00
78	Sectional Liner - Storm	30 INCH	LF	\$1,500.00
79	Sectional Liner - Storm	36 INCH	LF	\$1,900.00
80	Sectional Liner - Storm	42 INCH	LF	\$2,100.00
81	Sectional Liner - Storm	48 INCH	LF	\$2,400.00
CIPP MANHOLE TO MANHOLE LINING				
82	CIPP Manhole to Manhole Lining - Diameter: 7.5mm	15 INCH	LF	\$100.64
83	15" CIPP Thickness Variance: 1.5mm	15 INCH	LF	\$4.26
84	CIPP Manhole to Manhole Lining - Diameter: 9mm	18 INCH	LF	\$146.81
85	18" CIPP Thickness Variance: 1.5mm	18 INCH	LF	\$4.55
86	CIPP Manhole to Manhole Lining - Diameter: 10.5mm	24 INCH	LF	\$205.03
87	24" CIPP Thickness Variance: 1.5mm	24 INCH	LF	\$6.45
88	CIPP Manhole to Manhole Lining - Diameter: 13.5mm	30 INCH	LF	\$313.85
89	30" CIPP Thickness Variance: 1.5mm	30 INCH	LF	\$7.88
90	CIPP Manhole to Manhole Lining - Diameter: 15mm	36 INCH	LF	\$361.63
91	36" CIPP Thickness Variance: 1.5mm	36 INCH	LF	\$9.14
92	CIPP Manhole to Manhole Lining - Diameter: 19mm	42 INCH	LF	\$471.57
93	42" CIPP Thickness Variance: 1.5mm	42 INCH	LF	\$12.35
94	CIPP Manhole to Manhole Lining - Diameter: 22.5mm	48 INCH	LF	\$495.30
95	48" CIPP Thickness Variance: 1.5mm	48 INCH	LF	\$18.13
96	CIPP Manhole to Manhole Lining - Diameter: 25.5 mm	54 INCH	LF	\$622.05
97	54" CIPP Thickness Variance: 1.5mm	54 INCH	LF	\$18.38

EXHIBIT A

98	CIPP Manhole to Manhole Lining - Diameter: 28.5mm	80 INCH	LF	\$791.29
99	80" CIPP Thickness Variance: 1.5mm	60 INCH	LF	\$18.32
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	\$888.69
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	\$20.10
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	\$1,044.65
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	\$21.85
CONCRETE SPINCASTING				
104	Concrete Spin cast - Storm	15 INCH	LF	\$90.00
105	Concrete Spin cast - Storm	18 INCH	LF	\$108.00
106	Concrete Spin cast - Storm	24 INCH	LF	\$144.00
107	Concrete Spin cast - Storm	30 INCH	LF	\$180.00
108	Concrete Spin cast - Storm	36 INCH	LF	\$216.00
109	Concrete Spin cast - Storm	42 INCH	LF	\$252.00
110	Concrete Spin cast - Storm	48 INCH	LF	\$288.00
111	Concrete Spin cast - Storm	54 INCH	LF	\$324.00
112	Concrete Spin cast - Storm	60 INCH	LF	\$360.00
113	Concrete Spin cast - Storm	66 INCH	LF	\$396.00
114	Concrete Spin cast - Storm	72 INCH	LF	\$432.00
INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	\$1,600.00
116	Set Up Charge for Soil Stabilization	N/A	EA	\$750.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	\$465.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	\$550.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	\$143.75
MOT/TRAFFIC CONTROL				
120	MOT City or County ROW	N/A	DAY	\$450.00
ADDITIONAL SERVICES				
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	\$1,650.00
122	Weekly rental Quilt Pack pump (with maintenance)*	4 INCH	EA	\$919.00
123	Weekly rental Quilt Pack pump rental (with maintenance)*	6 INCH	EA	\$1,026.09
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	\$101.12
125	Weekly rental 4" intake hoses (50ft)	4 INCH	EA	\$166.12
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	\$101.93
127	Weekly rental 6" intake hoses (50ft)	6 INCH	EA	\$205.43
128	Weekly rental Basket Screen	4 INCH	EA	\$9.03
129	Weekly rental Basket Screen	6 INCH	EA	\$18.06
130	Weekly rental 90 Degree elbow	4 INCH	EA	\$36.11
131	Weekly rental 90 Degree elbow	6 INCH	EA	\$50.56

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

"The undersigned, as Proposer, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Proposer agrees, if this proposal is accepted, to contract with the Villages Community Development Districts in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the RFP and Agreement Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Proposer agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this RFP."

EXHIBIT A

EXHIBIT "B"
SAMPLE WORK ORDER
AGREEMENT FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS

WORK ORDER NO. _____

THIS WORK ORDER for Infrastructure Maintenance and Repair Work ("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 **ATLANTIC PIPE SERVICES, LLC**, a Limited Liability Company 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 Sewer Rehabilitation Services project generally described as: _____ (the "Project"). The Project is more specifically described in the plans prepared by _____, dated _____, 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 _____ **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 _____ **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 _____ dollars (\$ _____) 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 \$ _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City:

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the City is: _____, phone: _____; email: _____.

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 Compliance with section 787.06, Florida Statutes.

By signing this Work Order before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

10.0 Authorization

This Work Order is issued pursuant to the Sewer Rehabilitation Services Contract for between the City of Lake Worth Beach and the Contractor, dated _____, ("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
No. as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor / Or Jamie Brown, Interim City Manager

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: **ATLANTIC PIPE SERVICES, LLC**

By: DO NOT SIGN - SAMPLE ONLY

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The Foregoing Affidavit of Contractor regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of physical presence or online notarization on this ____ day of _____, 2025, by _____, as the _____ [title] of _____, A _____, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

Notary Public Signature

Notary Seal:
My Commission expires: _____