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CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 6/26/2025, 2025, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY") with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Johnson-Davis, Inc.** a corporation authorized to do business in the State of Florida ("CONTRACTOR") with its office located at 604 Hillbrath Dr. Lantana, FL 33462

RECITALS

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

WHEREAS, the CITY issued Invitation for Bid# 25-105 for Emergency Utility Repairs for Water, Wastewater and Stormwater ("IFB") with a scope of services as set forth in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, CONTRACTOR submitted a bid in response to the IFB; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid in order for CONTRACTOR to render the emergency utility repair services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the emergency utility repair services hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR, and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any emergency utility repair services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms laid out in IFB including the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (*see* 2 C.F.R. § 200.326 and applicable FEMA guidance) which federal terms are attached hereto as **Exhibit "B"** and incorporated herein; and,

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages 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:

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1. RECITALS AND TERM

1.1 The foregoing recitals are incorporated into this Agreement as true and correct statements of the CITY and CONTRACTOR.

1.2 The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional 1-year renewal options unless earlier terminated in accordance with the terms of this Agreement. The renewal term(s) may be approved by the City Manager.

SCOPE OF WORK

2.1 The emergency utility repair services to be provided by the CONTRACTOR includes all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary to provide repairs to the CITY's water distribution, wastewater collection, and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the CITY on an emergency basis as more specifically described in **Exhibit "A"**. CONTRACTOR represents that it is capable of efficiently repairing water distribution, wastewater collection, and stormwater collection systems for a large CITY area in a timely and cost-effective manner. The CONTRACTOR is also capable of assembling, directing, and managing a work force that can complete the repairs in timely and efficient manner.

2.2 The CONTRACTOR represents that it is experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems, set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days.

2.3 The CONTRACTOR represents to the CITY that the emergency utility repair services to be provided under this Agreement and IFB 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 this Agreement.

2.4 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 emergency utility repair services to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the emergency utility repair services provided for herein in a professional and competent manner.

2.5 The CONTRACTOR agrees that all emergency utility repair services to be performed under this Agreement shall be performed under its supervision and all personnel engaged in performing the emergency utility repair services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.6 The emergency utility repair services shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the emergency utility repair services under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the emergency utility repair services.

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3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the emergency utility repair services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the IFB and Exhibit "A" necessary for and incident to the emergency utility repair services.

5. FEE AND ORDERING MECHANISM

5.1 For the emergency utility repair services to be rendered under this Agreement, the CONTRACTOR shall be entitled to the rates set forth in CONTRACTOR's bid, Schedule of Unit Prices, which is attached hereto as **Exhibit "C"** and incorporated herein. The CONTRACTOR's Schedule of Unit Prices shall remain fixed for the first three (3) years of this Agreement. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's Schedule of Unit Prices, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish new Schedule of Unit Prices for the renewal term(s). The CITY's City Manager may approve changes in the CONTRACTOR's Schedule of Unit Prices based on the recommendation of the CITY's Water Utility Director or designee.

5.2 Should the CITY require additional services, not included in this Agreement, fees and payment for such services will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the emergency utility repair services to be performed under this Agreement may be a Work Order or City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed the amounts expressed on any Work Order or Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of emergency utility repair services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the emergency utility repair services in any subsequent Fiscal Year. If the budget is approved for said services, the CITY will issue a new Work Order or Purchase Order for the required and approved services.

5.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any emergency utility repair services hereunder. When the CITY identifies a need for the CONTRACTOR's emergency utility repair services, the CITY will request a proposal from the CONTRACTOR to provide the services requested. 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 "D"** along with a copy of the CONTRACTOR's proposal and shall be based on the CONTRACTOR's Schedule of Unit Prices attached hereto as **Exhibit "C"**. Upon receipt of the CONTRACTOR's proposed proposal, the CITY shall decide in its sole discretion whether to award the services to the CONTRACTOR. In an event of declared disaster, the Work Order or a Purchase Order may be awarded by the CITY's City Manager. If the Work Order or Purchase Order is approved by the CITY, the CONTRACTOR shall commence the provision of the identified services upon the CITY's approval of the same. The CITY reserves the right to reject any and all proposals submitted by the CONTRACTOR. A CITY-approved Work Order or Purchase Order shall include (by reference) the plans and/or specifications provided by the CITY to the CONTRACTOR.

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6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the emergency utility repair services in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the City-approved Work Order(s) or Purchase Order(s) issued to the CONTRACTOR**, and no additional costs shall be authorized without prior written approval from the CITY.

7. PAYMENT PROCEDURES

7.1 Generally. The CONTRACTOR shall submit invoices on a monthly basis detailing all emergency utility repair services completed and in place in the prior month. The 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

7.2 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 this Agreement. 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.

7.4 Payment to the CONTRACTOR shall be made pursuant Florida's Local Government 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 services are completed by the CONTRACTOR. After fifty percent (50%) of the services being 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 COTRACTOR 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.

7.5 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 services which remain to be completed and the estimated cost to complete each 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 items on the punch-list or until the time set for final completion of the services (if the final completion date provides for more time). The failure of either party to include any corrective services or pending items on the finalized punch-list does not alter the responsibility of the CONTRACTOR to complete all services. The CONTRACTOR's proposed punch-list and modifications by the CITY may be by informal written

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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.

7.6 Final Payment. Upon final completion and acceptance of the services in accordance with issued Work Order or Purchase Order (including all punch-list items) and final inspection by all 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 services under the applicable Work Order or Purchase Order have 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 or Purchase Order price including any amount held as retainage.

7.7 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.

7.8 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 applicable Work Order, Purchase Order, or is Agreement.

7.9 **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.**

8. PUBLIC CONSTRUCTION BOND

8.1 It is anticipated that the emergency utility repair services awarded under this Agreement may require a public construction bond under section 255.05, Florida Statutes. Due to the likelihood of services having to be performed on an emergency basis, the CONTRACTOR must provide the CITY with a public construction bond in amount of $200,000 at the beginning of the hurricane season (no later than June 1 of each year) which is in accordance with section 255.05, Florida Statutes. Said bond shall remain in place until December 1 of each year. The bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the CITY prior to the CONTRACTOR providing any services under this Agreement.

8.2 If the CITY approves a Purchase Order or a Work Order which exceeds $200,000 in total cost, the CONTRACTOR must provide the CITY with an amendment to the bond which covers the amount in excess of $200,000 Said bond amendment must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond amendment must be provided to the CITY prior to the CONTRACTOR providing any services under the Purchase Order or Work Order. The CITY reserves the right to request a separate public construction bond for any Purchase Order or Work Order which is less than $200,000. The cost of the public construction bond(s) as required under this section shall be a direct pass through cost to the CITY without any mark-up by the CONTRACTOR.

8.3 The public construction bond shall be on forms attached hereto as **Exhibit "E"** or substantially similar as approved by the CITY and shall incorporate by reference the terms of this Agreement in its entirety. To be acceptable to the CITY, a Surety Company shall comply with the following provisions:

(a) 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.

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(b) The Surety Company shall have a 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.
(c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
(d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the CONTRACTOR submits its proposal for CITY approval.
(e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
(f) 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:

1. 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.
2. 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.

9. AUDIT BY CITY

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such services performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the emergency utility repair services or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the CONTRACTOR fails to timely perform the emergency utility repair services as agreed to in a City-approved Work Order or Purchase Order or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY

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may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for those emergency utility repair services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

14. INSURANCE

14.1. Prior to commencing the emergency utility repair services under a City-issued Purchase Order or Work Order, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

14.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of $1,000,000 per occurrence ($2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

14.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

14.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

15. WAIVER OF BREACH

15.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, and agents 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,

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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 Agreement. 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 Agreement 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, the 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. The CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. 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.

16.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate this Agreement.

17. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

17.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein and including the Scope of Services attached as **Exhibit "A"**); all applicable federal grant requirements (**Exhibit "B"**); the CONTRACTOR's Schedule of Unit Prices (**Exhibit "C"**); sample Work Order(**Exhibit "D"**); and, bond form (**Exhibit "E"**). If issued, any City-authorized Work Order(s) or Purchase Order(s) shall also become part of this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "A" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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17.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 **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 OR ARISING FROM HIS AGREEMENT.**

21. GOVERNING LAW AND REMEDIES

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

21.2 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.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of the Scope of Work as specified herein.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager/Finance Department/Procurement Division
7 N. Dixie Highway

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Lake Worth Beach, FL 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Johnson-Davis, Inc.
Attn: William Cryer
604 Hillbrath Dr
Lantana, FL 33462

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. DELAYS AND FORCES OF NATURE

25.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's 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 determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may 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, 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 control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. 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.

25.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

27. LIMITATIONS OF LIABILITY

27.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. The foregoing limitation shall not apply to any indemnity obligation or liquidate damages.

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28. PUBLIC ENTITY CRIMES

28.1 CONTRACTOR acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

29. PREPARATION

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

30. PALM BEACH COUNTY INSPECTOR GENERAL

30.1 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.

31. ENFORCEMENT COSTS

31.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

32. PUBLIC RECORDS

32.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the services under this Agreement.

(b) 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 tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that said 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 Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

(d) Upon the completion of the 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 services. 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, in a format that is compatible with the information technology systems of the City.

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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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

33. COPYRIGHTS AND/OR PATENT RIGHTS

33.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

34. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

34.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

35. FEDERAL AND STATE TAX

35.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

36. PROTECTION OF PROPERTY

36.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

37. DAMAGE TO PERSONS OR PROPERTY

37.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

38. WARRANTY

38.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for

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the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

39. SCRUTINIZED COMPANIES

39.1 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 CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

39.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, 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 VONTRACTOR, or any of its subconsultants are found to have submitted a false certification; or if CONTRACTOR or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

40. E-VERIFY

40.1 Pursuant to Section 448.095(5) Florida Statutes, the Consultant shall:

(a) 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;

(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, Agreement with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

(c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;

(d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

(e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

(f) Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statues, the Consultant may not be awarded a contract for at least 1 year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

41. SECTION 787.06 COMPLIANCE:

41.1 The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

42. SURVIVABILITY

42.1 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.

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43. **WORK FOR HIRE**

43.1 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 Agreement 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 reasonably 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 scope of services. 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.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for Emergency Utility Repairs for Water, Wastewater and Stormwater on the day and year first above written.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

By: Melissa Ann Coyne, MMC
Melissa Anne Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Christy Goddeau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **Johnson-Davis, Inc.**

By: _____

[Corporate Seal]

Name: WILLIAM CRYER
Title: VICE PRESIDENT

STATE OF Florida)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 20 day of May 2025, by WILLIAM CRYER, as the VICE PRESIDENT [title] of **Johnson-Davis, Inc.** a corporation 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 **Johnson-Davis, Inc.** to the same.

_____
Notary Public Signature

Notary Seal:

LARISA DITU PELKEY
Commission # HH 178111
Expires January 22, 2026
Bonded Thru Budget Notary Services

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Exhibit A
IFB Scope of Services

The City of Lake Worth Beach is expecting the CONTRACTOR to provide repairs to the City's water distribution, wastewater collection and stormwater collection systems immediately after a hurricane, other disaster, or as needed by the City on an emergency basis. The objective of this contracting activity is to secure the services of an experienced contractor(s) who is capable of efficiently repairing aforementioned water systems in a timely and cost-effective manner. The awarded contractor(s) should be experienced and proficient in all phases of construction and repairs of water systems, including but not limited to: furnishing and installing various sizes of pipe for gravity sewer main and force main, water distribution lines and storm sewer mains; and concrete structures for the wastewater and storm water systems. Set up and monitoring of bypass pumping; dewatering systems; and restoration related to landscaping, asphalt and concrete work may also be required as needed. The awarded contractor(s) must be capable of assembling, directing, and managing a work force that can complete the repairs in the assigned number of days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract for emergency services. The awarded contractor(s) shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster management or monitoring services the City may have under contract.

The awarded contractor(s) may be required, at the City's discretion, to be under the direction of an agent of the City.

While intended to cover water, wastewater and stormwater repair needs in any major disaster scenario or other emergency, the primary focus is on the threat of hurricane damage to the City. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

The City envisions the need for multiple contracts to carry out the water utility systems work throughout the City in the event of a major disaster or other emergency. The awarded contractor(s) must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary insurance. The awarded contractor(s) must also have an established management team, an established network of resources to provide the necessary equipment and personnel to complete comprehensive water utility system repairs and demonstrable experience in major disaster recovery projects.

The resulting contract(s) will be activated via purchase order only in the case of an emergency or immediately after an emergency as needed. As such, no compensation will accrue to the contractor(s) unless and until a purchase order is issued either in anticipation of an emergency or immediately after such emergency. Each purchase order will contain a price ceiling (not-to-exceed amount) that the awarded contractor(s) exceeds at its own risk.

The City does not guarantee the Contractor will be activated if awarded a contract. The Contractor awarded a contract by the City will serve as a General Contractor for the purpose of water utility systems repair operations and will be able to use his/her own resources and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the awarded contractors will use both local and non-local subcontractors. Notwithstanding, the contractors must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

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When a major disaster or emergency occurs or is imminent, the City intends to contact the Contractor(s) a repair contract to advise them of the City's intent to utilize the contracts via purchase order.

When a major disaster or emergency occurs or is imminent, the City will initially send out an alert to the awarded contractor(s). This Alert will serve to activate the lines of communication between the awarded contractor(s) representatives and the City. Subsequently, the City will issue the first Purchase Order which will authorize the awarded contractor(s) to send an Operations Manager to the City within twenty-four (24) hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The awarded contractor(s) should anticipate receiving this first Purchase Order twenty-four (24) to seventy-two (72) hours before projected landfall of a hurricane or indication of the damage. Depending on the nature of the emergency, storm and circumstances, the City may activate more than one (1) contractor.

Specific purchase orders will be issued to selected contractor(s) based on the best interest of the City. The City reserves the right to assign purchase orders to various contractor(s) based on awarded pricing submitted or Contractor's availability. The City does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose awarded contractor(s) based on ranking.

The general concept of water utility systems repairs shall include pipe break repair, pipe collapse repair, sections of pipe replacement, cleaning and lining of existing mains, among other tasks. The City will prescribe the specific schedule to be used after ascertaining the scope and nature of the anticipated or disaster's or emergency's impacts.

The City reserves the right to utilize the contractors awarded for other urgent repair work consistent with this Scope of Work even if the repair work is not an emergency. Said work will be awarded via Purchase Order or a Work Order in the City's sole discretion**.**

Reporting

The awarded contractor(s) shall submit a report to the City's Emergency Management Coordinator or designee by close of business each day of the term of an issued purchase order as requested or as required by FEMA or other grant funding. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, and tasks performed, if appropriate
5. Volumes of repairs handled

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject contractor to non-payment in each instance at the sole discretion of the City.

Performance of Contractor

It is the intent of the awarded contract(s) to ensure that the awarded contractor(s) provides a quality level of service. To this end, all complaints received by the Emergency Management Coordinator or designee and reported to the contractor(s) shall be promptly resolved pursuant to the provisions of the awarded contract(s).

The City's Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Inability to perform repairs due to awarded contractor(s) equipment or operational failures, liquidated damages of $500 per day, for each day repair site must remain attended.
2. Failure to provide audit quality information by 5:00 p.m. of the following day of operation, liquidated damages of $500 per day, for each day of failure to provide audit quality information.

The awarded contractor(s) may be immediately terminated and may not be paid for the following:

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1. Starting repairs of any non-eligible, non-City approved areas.
2. Moving to another designated Work Area without prior City approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA (or other grant provided) and the City.
4. Soliciting work from private citizens or others to be performed in the designated Service Area during the awarded contract term.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected contractor(s) or in specific purchase orders.

END OF SCOPE OF SERVICES

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Exhibit B
Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into this agreement, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Davis-Bacon Act.
(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(3) Additionally, contractors are required to pay wages not less than once a week.
Applicable Davis Bacon wages shall be attached to the applicable Work Order.

Compliance with the Copeland "Anti-Kickback" Act.
(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3)The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment.
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier-covered transaction it enters into.
(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.
(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.
The following access to records requirements applies to this contract:
(1) The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

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the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States**.**

DHS Seal, Logo, and Flags.
The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.
By signing the agreement resulting from this solicitation, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative
Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract

Affirmative Steps. Required Affirmative Steps
If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.
(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
(2) For purposes of this section:
(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

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(B13)

IFB #25-105 - Emergency Utility Repairs for Water, Wastewater and Stormwater

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

This document is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension). As such, Contractor is required to confirm that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

1) By signing this Certification, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.

2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Signature of Contractor's Authorized Official (William Cryer, Vice President)

William Cryer, Vice President
Name and Title of Contractor's Authorized Official

4/22/25
Date

JOHNSON-DAVIS INC. CORPORATE SEAL 1977 FLORIDA

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IFB #25-105 - Emergency Utility Repairs for Water, Wastewater and Stormwater

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Johnson- Davis Incorporated, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.
38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official(William Cryer, Vice President)

William Cryer, Vice President
Name and Title of Contractor's Authorized Official

4/22/25
Date

END OF IFB PACKAGE

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EXHIBIT C
CONTRACTOR's SCHEDULE OF UNIT PRICES

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

GENERAL CONDITIONS

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	$4,000.00
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	$4,000.00
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	$4,000.00
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	$4,000.00
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	$2,000.00
GC-6	Record Drawing (more than 40 LF of Utility Wortk)		LS	$3,000.00
GC-7	Construction Survey		LS	$3,000.00
GC-8	M.O.T. Residential Street		EA	$750.00
GC-9	M.O.T. City Arterial Roadway		EA	$2,000.00
GC-10	M.O.T. DOT Roadway		EA	$4,000.00
GC-11	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE	---
GC-12	Density Tests (actual cost reimbursement by City)		---	---
GC-13	Proctor Tests (actual cost reimbursement by City)		---	---
GC-14	Florida Bearing Value Tests (actual cost reimbursement by City)		---	---
GC-15	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	---
GC-16	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	---
GC-17	Applicable Permits (actual cost reimbursement by City)		---	---
GC-18	Pre-Construction Video		EA	$1,000.00
GC-19	Post-Construction Video		EA	$1,000.00

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Schedule of Unit Prices

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WASTEWATER

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	$60.00
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	$130.00
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	$65.00
F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	$120.00
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	$80.00
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	$140.00
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	$100.00
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	$160.00
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	$140.00
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	$175.00
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	$210.00
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	$260.00
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	$270.00
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	$300.00
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	$320.00
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	$350.00
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	$340.00
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	$380.00
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	$450.00
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	$600.00
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	$600.00
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	$800.00
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	$1,000.00
GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	$75.00
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	$100.00
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$140.00
F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	$140.00
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	$150.00
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	$90.00
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	$125.00
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$175.00
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	$160.00
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	$175.00
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	$110.00
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	$150.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
F-36	Furnish & Install 12-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$190.00
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	$175.00
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	$205.00
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	$150.00
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	$210.00
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$250.00
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$300.00
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$350.00
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	$220.00
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	$275.00
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$300.00
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$340.00
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$400.00
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	$320.00
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	$375.00
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$450.00
F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$375.00
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$425.00
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	$400.00
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	$475.00
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$550.00
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$400.00
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$460.00
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	$450.00
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	$500.00
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	$575.00
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$600.00
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$675.00
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	$600.00
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	$700.00
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	$750.00
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	$650.00
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	$725.00
	Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation			
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	$2,500.00
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	$3,000.00

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F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	$4,500.00
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	$5,000.00
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	$3,500.00
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	$4,000.00
	Furnish & Install Gate Valve & Valve Box			
F-75	4" Gate Valve & Valve Box		EA	$2.500.00
F-76	6" Gate Valve & Valve Box		EA	$2,900.00
F-77	6" Plug Valve & Valve box		EA	$3,000.00
F-78	8" Plug Valve & Valve box		EA	$3,500.00
F-79	10" Plug Valve & Valve box		EA	$5,000.00
F-80	12" Plug Valve & Valve box		EA	$6,000.00
F-81	16" Plug Valve & Valve box		EA	$13,000.00
F-82	20" Plug Valve & Valve box		EA	$21,000.00
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$5,000.00
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$5,500.00
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	$6,500.00
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$6,800.00
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	$7,000.00
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	$8,200.00
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	$6,500.00
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$8,000.00
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$9,500.00
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$10,500.00
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	$7,000.00
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$9,000.00
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$10,500.00
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$12,500.00
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$14,000.00
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$9,500.00
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$14,000.00
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$15,000.00
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$20,000.00
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$22,500.00
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$10,500.00
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$12,500.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
F-105	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$17,000.00
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$21,500.00
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$23,500.00
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	$29,000.00
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$11,500.00
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$15,000.00
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$18,000.00
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$22,000.00
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$26,000.00
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	$38,000.00
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	$40,000.00
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	$54,000.00
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	$70,000.00
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	$14,500.00
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	$4,500.00
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	$15,000.00
	Furnish & Install Line Stop inclusive of all appurtenances for a complete installation			
F-121	4" Insertion Line Stop		EA	$8,000.00
F-122	6" Insertion Line Stop		EA	$10,000.00
F-123	8" Insertion Line Stop		EA	$12,000.00
F-124	10" Insertion Line Stop		EA	$16,000.00
F-125	12" Insertion Line Stop		EA	$18,000.00
F-126	16" Insertion Line Stop		EA	$24,000.00
F-127	18" Insertion Line Stop		EA	$30,000.00
F-128	20" Insertion Line Stop		EA	$35,000.00
F-129	24" Insertion Line Stop		EA	$42,000.00
F-130	30" Insertion Line Stop		EA	$54,000.00
F-131	36" Insertion Line Stop		EA	$72,000.00
	Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench work and Ring and Cover including City approved coatings (inside and out) at a depth of:			
F-132	0' - 4' FT Deep		EA	$7,500.00
F-133	4' - 6' FT Deep		EA	$9,000.00
F-134	6' - 8' FT Deep		EA	$11,000.00
F-135	8' - 10' FT Deep		EA	$12,000.00
F-136	10' - 12' FT Deep		EA	$13,500.00
F-137	12' - 14' FT Deep		EA	$16,000.00
F-138	14' - 16' FT Deep		EA	$17,500.00
F-139	16' - 20' FT Deep		EA	$20,000.00

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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
	MISCELLANEOUS			
F-140	Core drill exist manhole (Any size)		EA	$1,500.00
F-141	SANITARY CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup		HR	$650.00

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WATERMAIN				
ITEM	**DESCRIPTION OF BID ITEM**		**UNIT**	**PRICE**
WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological				
W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	$60.00
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	$100.00
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	$65.00
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	$95.00
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	$80.00
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	$115.00
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	$100.00
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	$130.00
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	$140.00
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	$150.00
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	$210.00
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	$230.00
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	$300.00
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	$320.00
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	$320.00
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	$340.00
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	$340.00
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	$360.00
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	$450.00
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	$580.00
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	$600.00
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	$780.00
	Furnish & Install Gate Valve & Valve Box			
W-23	4" Gate Valve & Valve Box		EA	$2,500.00
W-24	6" Gate Valve & Valve Box		EA	$2,900.00
W-25	8" Gate Valve & Valve Box		EA	$3,500.00
W-26	10" Gate Valve & Valve Box		EA	$4,600.00
W-27	12" Gate Valve & Valve Box		EA	$6,000.00
W-28	16" Gate Valve & Valve Box		EA	$14,000.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
	Furnish & Install Butterfly Valve & Valve Box			
W-29	14" Butterfly Valve & Valve Box		EA	$7,000.00
W-30	16" Butterfly Valve & Valve Box		EA	$8,000.00
W-31	18" Butterfly Valve & Valve Box		EA	$12,500.00
W-32	20" Butterfly Valve & Valve Box		EA	$13,500.00
W-33	24" Butterfly Valve & Valve Box		EA	$19,500.00
W-34	30" Butterfly Valve & Valve Box		EA	$32,000.00
W-35	36" Butterfly Valve & Valve Box		EA	$43,000.00
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$5,000.00
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$5,500.00
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	$6,500.00
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	$6,800.00
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	$7,000.00
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	$8,200.00
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	$6,500.00
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$8,000.00
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$9,500.00
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$10,500.00
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	$7,000.00
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$9,000.00
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$10,500.00
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$12,500.00
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$14,000.00
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$9,500.00
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$14,000.00
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$15,000.00
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$20,000.00
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$22,500.00
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$12,500.00
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$17,000.00
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$21,500.00
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$23,500.00
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$29,000.00
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	$11,500.00
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$15,000.00
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$18,000.00
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$22,000.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
W-65	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$22,000.00
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$26,000.00
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	$38,000.00
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$12,500.00
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$16,500.00
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$18,000.00
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$26,000.00
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$36,000.00
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box		EA	$42,000.00
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$13,500.00
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$17,500.00
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$20,000.00
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$22,000.00
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$42,500.00
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box		EA	$46,000.00
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box		EA	$15,000.00
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box		EA	$19,000.00
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box		EA	$22,000.00
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box		EA	$24,000.00
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box		EA	$27,500.00
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box		EA	$45,000.00
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	$54,000.00
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	$70,000.00
	Furnish & Install Line Stop includes all appurtenances for a complete installation			
W-88	4" Insertion Line Stop		EA	$8,00.00
W-89	6" Insertion Line Stop		EA	$10,000.00
W-90	8" Insertion Line Stop		EA	$12,000.00
W-91	10" Insertion Line Stop		EA	$16,000.00
W-92	12" Insertion Line Stop		EA	$18,000.00
W-93	16" Insertion Line Stop		EA	$24,000.00
W-94	18" Insertion Line Stop		EA	$30,000.00
W-95	20" Insertion Line Stop		EA	$35,000.00
W-96	36" Insertion Line Stop		EA	$72,000.00
	Fire Hydrants, Sample Points, ARVs			
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.		EA	$10,000.00
W-98	Remove & Replace Fire Hydrant Assembly		EA	$11,000.00
W-99	Bollards for Fire Hydrant		LS	$800.00
W-100	Sample Points w/double strap saddle & corp stop		EA	$1,500.00

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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
W-101	Sample Points on Fire Hydrants		EA	$1,000.00
W-102	2" Blowoff piping with box		EA	$2,000.00
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	$12,000.00
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	$13,000.00
	Water Services			
W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	$2,000.00
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	$2,500.00
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	$3,500.00
W-108	Additional services on short service meter bank		EA	$1,000.00
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	$2,500.00
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	$3,200.00
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	$4,500.00
W-112	Additional services on long service meter bank		EA	$1,000.00
	Abandonment			
W-113	Cut existing watermain and connect proposed watermain		EA	$5,000.00
W-114	Cut and plug existing watermain to be abandoned		EA	$2,500.00
W-115	Abandon & grout fill existing 4-6" watermain		LF	$20.00
W-116	Remove & dispose existing watermain		LF	$20.00
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	---
	Miscellaneous			
W-118	WATER CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup		HR	$650.00

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STORM WATER				
ITEM	**DESCRIPTION OF BID ITEM**		**UNIT**	**PRICE**
GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	$100.00
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	$130.00
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	$100.00
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	$130.00
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	$100.00
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	$130.00
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	$160.00
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	$180.00
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	$170.00
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	$190.00
S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	$170.00
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	$190.00
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	$170.00
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	$190.00
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	$185.00
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	$220.00
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	$185.00
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	$220.00
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	$185.00
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	$220.00
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	$225.00
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	$260.00
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	$225.00
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	$260.00
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	$300.00
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	$280.00
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	$350.00
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	$280.00
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	$350.00
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	$375.00
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	$350.00
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	$400.00
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	$350.00
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	$400.00
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	$450.00

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Phone: (561) 588-1170
Fax: (561) 585-3252

IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	$400.00
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	$475.00
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	$525.00
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	$600.00
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	$525.00
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	$575.00
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	$625.00
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	$800.00
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	$600.00
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	$725.00
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	$800.00
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	$900.00
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	$725.00
S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	$800.00
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	$950.00
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	$1,000.00
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	$800.00
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	$900.00
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	$1,100.00
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	$1,250.00
	Furnish & Install new Standard Precast Concrete 48" diameter Manhole Structure to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:			
S-56	0' - 4' FT Deep		EA	$6,500.00
S-57	4' - 6' FT Deep		EA	$7,500.00
S-58	6' - 8' FT Deep		EA	$8,500.00
S-59	8' - 10' FT Deep		EA	$10,500.00
S-60	10' - 12' FT Deep		EA	$12,000.00
S-61	12' - 14' FT Deep		EA	$14,000.00
S-62	14' - 16' FT Deep		EA	$17,500.00
S-63	16' - 20' FT Deep		EA	$20,000.00
	Outfall Check Valves - includes pipe cleaning and installation for complete system			
S-64	15" WAPRO Check Valve		EA	$8,000.00
S-65	18" WAPRO Check Valve		EA	$9,000.00
S-66	24" WAPRO Check Valve		EA	$12,500.00
S-67	36" WAPRO Check Valve		EA	$21,000.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
S-68	42" WAPRO Check Valve		EA	$36,000.00
S-69	48" WAPRO Check Valve		EA	$48,000.00
S-70	54" WAPRO Check Valve		EA	$72,000.00
S-71	60" WAPRO Check Valve		EA	$88,000.00
S-72	66" WAPRO Check Valve		EA	$98,000.00
S-73	72" WAPRO Check Valve		EA	$122,000.00
	MISCELLANEOUS			
S-74	STORM CREW A - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair up to 36" diameter. Material costs shall be included with invoice with maximum 15% markup		HR	$650.00
S-75	STORM CREW B - Includes a foreman, 3 experienced workers, layout, excavating, installing and backfilling equipment necessary for concrete, PVC, HDPE or metal pipe laying or repair 36" to 72" diameter. Material costs shall be included with invoice with maximum 15% markup		HR	$750.00
S-76	Clean Existing Storm Drainage		LF	$20.00
S-77	Connect to Existing Structure		EA	$3,000.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

RESTORATION

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
R-1	Removal and disposal of 6" thick concrete		SF	$10.00
R-2	Furnish & Install 4" Concrete without wire		SF	$18.00
R-3	Furnish & Install 6" Concrete without wire		SF	$24.00
R-4	Furnish & Install ADA compliant detectable surface		EA	$500.00
R-5	Furnish & Install FDOT Type "D" Curb - by hand		LF	$100.00
R-6	Furnish & Install FDOT Type "D" Curb - by machine		LF	$90.00
R-7	Furnish & Install FDOT Type "F" Curb - by hand		LF	$100.00
R-8	Furnish & Install FDOT Type "F" Curb - by machine		LF	$90.00
R-9	Furnish & Install FDOT Valley Gutter - by hand		LF	$100.00
R-10	Furnish & Install FDOT Valley Gutter - by machine		LF	$90.00
R-11	Furnish & Install Bahia Sod - up to 1000 SF		SF	$2.50
R-12	Furnish & Install Bahia Sod - over 1000 SF		SF	$2.00
R-13	Furnish & Install Floratam Sod - up to 1000 SF		SF	$4.00
R-14	Furnish & Install Floratam Sod - over 1000 SF		SF	$3.50
R-15	Furnish & Install FDOT seed & mulch mix		SY	$10.00
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix		HR	$150.00
R-17	Removal and Disposal of Existing Asphalt Pavement		SY	$10.00
R-18	Mill Existing Pavement (3/4" - 1" avg)		SY	$60.00
R-19	Furnish and Install Asphalt Overlay, Type S-III (3/4" - 1" avg)		SY	$90.00
R-20	Furnish and Install 1-1/2" Type S-I Asphalt First Course		SY	$78.00
R-21	Furnish and Install 1" Type S-III Surface Course		SY	$60.00
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/PBC Right of Way		SY	$80.00
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/PBC Right of Way		SY	$110.00
R-24	FDOT Flowable Fill (Excavatable)		CY	$600.00
R-25	Leak Repairs (structures) - Grouting		GAL	$250.00
R-26	Ground Stabilization Grouting		CY	$750.00
R-27	6" Limerock/ Crushed Concrete Base, primed		SY	$60.00
R-28	8" Limerock/ Crushed Concrete Base, primed		SY	$70.00
R-29	12" Compacted Subgrade, 98% T-180		SY	$20.00
R-30	Adjust manhole ring and cover to grade		EA	$750.00
R-31	Adjust valve box to grade		EA	$500.00
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)		SF	$50.00

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IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater
Schedule of Unit Prices

CURED-IN-PLACE PIPE LINING*

*Cured-in-place lining prices shall be inclusive of pre-video, cleaning, post-video and anything else for a complete installation in gravity sanitary or storm sewer

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
L-1	Furnish and install 6"-12" diameter CIPP sectional liner, up to 6-ft in length		EA	$3,000.00
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	$100.00
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	$6,500.00
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	$140.00
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	$10,000.00
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	$160.00
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	$65.00
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	$70.00
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	$75.00
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	$80.00
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	$85.00
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	$90.00
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	$95.00
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	$105.00
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	$115.00
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	$140.00
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	$150.00
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	$160.00
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	$180.00
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	$190.00
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	$200.00
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	$215.00
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	$225.00
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	$230.00
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	$275.00
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	$285.00
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	$295.00
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	$370.00
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	$380.00
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	$390.00
L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	$475.00
L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	$485.00
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	$495.00

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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
	BY-PASS PUMP SET UP WITH BY-PASS PUMPING			
BP-1	Bypass 4" Pump Including setup and monitoring		DAY	$1,750.00
BP-2	Bypass 6" Pump Including setup and monitoring		DAY	$2,250.00
BP-3	Bypass 8" Pump Including setup and monitoring		DAY	$2,750.00
BP-4	Bypass 10" Pump Including setup and monitoring		DAY	$3,600.00
	WELL POINT SYSTEM AND DE-WATERING			
WP-1	Well Point system up to 50 points complete with pump and jetting equipment, and Monitoring		DAY	$3,000.00
WP-2	Well Point system with more than 50 points complete with pump and jetting equipment, and Monitoring		DAY	$3,500.00
	IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL			
BF-1	Removal & Disposal of unsuitable in-situ material/soil		CY	$75.00
BF-2	Imported Backfill & Compaction		CY	$60.00

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EXHIBIT D

SAMPLE WORK ORDER

CONTRACTOR AGREEMENT
(EMERGENCY UTILITY REPAIRS FOR WATER, WASTEWATER AND STORMWATER)
WORK ORDER NO._____

THIS WORK ORDER for Emergency Utility Repairs for Water, Wastewater and Stormwater ("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 **Johnson-Davis, Inc**. a Florida corporation ("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 Emergency Utility Repairs for Water, Wastewater and Stormwater 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 ____ hundred dollars ($_____.00) for each day that expires after the time specified in this Work Order.

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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 CONTRACTOR expressly acknowledges and agrees that the total cost to complete the emergency utility repair services in accordance with this Agreement is not to exceed the amount(s) set forth in this Work Order, and no additional costs shall be authorized without prior written approval from the CITY.

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

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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 SECTION 787.06 COMPLIANCE: The Contractor, by signing this Work Order as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes

10.0 Authorization

This Work Order is issued pursuant to the Emergency Utility Repairs for Water, Wastewater and Stormwater Contract for between the City of Lake Worth Beach and the Contractor, dated _____, 2025 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have made and executed this **Work Order #___** as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Anne Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **Johnson-Davis, Inc.**

By: ____(DO NOT SIGN – SAMPLE)

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this ____ day of _____ 202_, by _____, as the _____ [title] of **Johnson-Davis, Inc**. a corporation 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 **[Johnson-Davis, Inc.]** to the same.

_____
Notary Public Signature

Notary Seal:

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EXHIBIT E
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) 586-1654

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 payment s 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

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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, including but not limited to the Contract Price, 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 _____, 202_.

_____	_____
Witness	Principal
	_____
	Title
	(Corporate Seal)
_____	_____
Witness	Surety
	_____
	Attorney-in-Fact
	(Attach Power of Attorney)
	_____
	Print Name
	(Corporate Seal)