

# **INVITATION FOR BID**

**IFB #25-105**

## **Emergency Utility Repairs for Water, Wastewater and Stormwater**

**Bid Submission Deadline:**

**April 17, 2025 at 3:00 p.m.**

**Location: Financial Services Office – Procurement  
City of Lake Worth Beach City Hall  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**



## FINANCIAL SERVICES

7 North Dixie Highway  
Lake Worth Beach, FL 33460  
TEL: 561-586-1770

## INVITATION FOR BID IFB #25-105

### Emergency Utility Repairs for Water, Wastewater and Stormwater

The City of Lake Worth Beach is soliciting bids from responsible and experienced entities to provide repairs to the City's water utility infrastructure immediately after a hurricane, other disaster, or as needed by the City on an emergency basis. The objective of the Invitation for Bid ("IFB") and subsequent contracting activity is to secure the services of an experienced contractor(s) who is capable of efficiently repairing water infrastructure systems in a timely and cost-effective manner.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The Bidder 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. The City's complete scope of services is attached as **Exhibit "A"** and incorporated into this IFB.

**This Invitation for Bid (IFB) may be downloaded at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov).** All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting **[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)**.

Time is of the essence and any bid received after **3:00 p.m., April 17, 2025**, whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked with the bid number, title, date, and hour bids are scheduled to be received. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561) 586 – 1770 in advance.** Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated. Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated.

All persons or entities responding to the IFB (hereafter "Bidders") are responsible for ensuring that their bid is received by the City at its' designated office address by the deadline indicated in the IFB. The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in by e-mail, telephone, telegram, facsimile or any other City's address except **as notified below**. The time of receipt shall be determined by the time clock in Financial Services Department.

**All bids must be mailed or delivered to:**  
**City of Lake Worth Beach, City Hall**  
**Financial Services Office - Procurement**  
**7 North Dixie Hwy. 2<sup>nd</sup> floor**  
**Lake Worth Beach, FL 33460**

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater**

PUBLISHED: March 16, 2025 – Palm Beach Post & City Website

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

**SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE**

The City of Lake Worth Beach is soliciting bids from responsible and experienced entities to provide emergency repairs to the City's water, wastewater and stormwater infrastructures in a timely and cost effective manner necessary as a result of a hurricane, other disaster, or as needed by the City on an emergency basis. As such, any subsequent contract executed as a result of this IFB may be funded, in whole or in part, by the Federal Emergency Management Agency ("FEMA"), or other Federal agencies. Bidders therefore agree that any work performed pursuant to this IFB and resulting contract will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. A more detailed scope of work is attached and incorporated into to this IFB as **Exhibit "A"**.

All works shall be constructed in accordance with the City's design specifications and standards and in accordance with this IFB, its exhibits and all issued addendum which are available on the City's website at lakeworthbeachfl.bidsandtenders.net or [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov).

**TENTATIVE BID SCHEDULE**

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the City finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the City's discretion.

**ACTION**

**COMPLETION DATE**

**IFB Publication Date**

**March 16, 2025**

**Final Questions Due**

**March 27, 2025 at 4:00 p.m.**

**Bids Due**

**April 17, 2025 at 3:00 p.m.**

**Contract Start**

**June 1, 2025**

**Bids will be opened at the City Hall Conference Room immediately after the receipt deadline.**

**SECTION 2 – SPECIAL TERMS**

1. **Pre-Bid Conference.** There will be no pre-bid conference for this project.
2. **Time of Completion.** The work to be performed under this project shall commence on the date of Notice to Proceed, approved Work Order or Purchase Order and be fully completed within the time identified in the awarded bid, Work Order or resulting contract.

The resulting contract, Purchase Order will incorporate the following provision regarding liquidated damages:

The City and Contractor recognize that the timeframe for delivery under this Contract is critical and time sensitive. The City will suffer financial loss if the Contractor fails to timely provide delivery. In such event, the total amount of the City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to delivery within the timeframe established in the Contract, the City shall be entitled to assess, as liquidated damages, but not as a penalty, \$500 (Five Hundred Dollars) for each calendar day thereafter until delivery is complete. The Contractor expressly waives and relinquish any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to deliver within the required time period.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth Beach or other governmental entity with jurisdiction over the Project for following permits or licenses, impact, inspection or other fees for this Project under the Contract.

Each Bidder will also be required to maintain all current, valid licenses relevant to the offered supply or service at the time of bid submittal or its bid may be disqualified. Failure to submit all required licensing if/when requested may result in rejection of the bid.

4. **Licenses.** All bidders are required to maintain current, valid licenses relevant to offered supply or service at the time of bid submittal or its bid may be disqualified. Failure to submit all required licensing if/when requested may result in rejection of the bid. Each bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor's license
- State of Florida Division of Corporations

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond.** Payment and Performance Bonds will be required for the work under this IFB in accordance with section 225.05, Florida Statutes.

If awarded the contract, the selected bidder will be required to provide the City with a public construction bond in amount of \$200,000 at the beginning of the hurricane season prior to June 1 of each year in accordance with section 255.05, Florida Statutes. Said bond shall be valid up to December 1 of each year and 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 selected bidder providing any services under the Agreement.

If the City approves a purchase order or a work order which exceeds \$200,000 in total construction cost, the selected bidder must provide the City with a public construction bond for the contracted amount in accordance with section 255.05, Florida Statutes. Said 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 selected bidder providing any services under the work order. The City reserves the right to request a bond for any work order which is less than \$200,000. The cost of the bond shall be a direct pass-through cost to the City without any mark-up by the Contractor.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. 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 selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder 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 or completed operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.

- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

### **SECTION 3 – MINIMUM QUALIFICATIONS**

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the City's sole discretion.

Each Bidder shall have a **minimum of five (5) years' experience** in repair work or underground utility infrastructure projects 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 experience is required.

Complete Form B2 – Bidder's Qualifications Form

### **SECTION 4 - INSTRUCTIONS TO BIDDERS**

#### **1. HOW TO SUBMIT A BID**

a. **The original and one (1) electronic copy maximum size of 5 MB file on USB** drive of the bid must be submitted in a sealed envelope, marked on the outside of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth Beach, City Hall  
Financial Services Office - Procurement  
7 North Dixie Highway, 2<sup>nd</sup> Floor  
Lake Worth Beach, FL 33460**

No responsibility shall be attached to the City for the premature opening of, or the failure to open a bid not properly addressed and identified.

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, shall be rejected. The time of receipt shall be determined by the time clock located in the Financial Services office. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561) 586 – 1770 in advance.** Bidders are responsible for ensuring that their bid is stamped by City personnel by the deadline indicated. **The City shall in no way be responsible for delays caused by any occurrence and will not accept any late bids.**

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all exhibits, addendum including all plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Cover Sheet
- B2 Bidder's Minimum Qualifications with Qualification Questionnaire and Appendix 1
- B3 Bid
- B4 Schedule of Unit Prices
- B5 Substitution Sheet
- B6 Schedule of Subcontractors
- B7 Contractor Verification Form
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification
- B11 Campaign Contribution Statement
- B12 Scrutinized Companies Certification
- B13 **Certification Regarding Debarments, Suspension and Other Responsibility Matters**
- B14 **Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
**DEFAULT, TERMINATION, LITIGATION, DEBARMENT list as applicable**  
**Any additional documentation as requested in this solicitation**  
**Bid Bond \$20,000**

**AVOID BID REJECTION:** Bids may be rejected for noncompliance to requirements after review by the Financial Services office. All bids must be submitted on the provided Bid forms and **signed by an officer authorized to bind the Bidder where applicable.**

3. **COMPLETION OF IFB SUBMISSION PACKAGE**

- a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.
- b. **All bids must be submitted on the provided Bid forms.** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.
- c. Bid forms must be neatly written in ink or typed, and must be signed by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid may be cause for rejection of the bid.**

4. **ERRORS/ERASURES/CORRECTIONS**

- a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.
- b. In the event of mathematical extension error(s), the **unit price will prevail** and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.
- c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.
- d. By submitting a bid, the Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to City. Bidder hereby agrees that the material offered will meet all the requirements of the specifications in this solicitation unless deviations have been deemed acceptable by City. Request for exceptions must be submitted during the question and answer period of this Invitation for Bid as per instructions in Paragraph 6 of this document.

5. **BID PRICES.** All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms. Awarded prices shall be valid for the duration of the contract term. Prices must be stated in the units specified in the Schedule of Unit Prices. Bidders may offer an order quantity or a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **SUBSTITUTIONS.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be submitted **during the bidding questions and answers** process on the Substitution Sheet. An explanation must be made for each item in which the exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement may be considered non-responsive. The City will be the sole judge of whether an alternative product is equivalent or superior to the listed product. The City reserves the right to waive immaterial variations in the specifications.

7. **SUBCONTRACTING.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of his/her company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **BID BONDS OR DEPOSITS.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than \$20,000.00. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth Beach. The City reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the City and/or provide the required insurance and/or bonds within ten (10) calendar days of receipt of the contract, the City shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **CERTIFICATION AND LICENSES.** Each Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth Beach prior to contract execution.

10. **NO LOBBYING – CONE OF SILENCE.** In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for bids in response to this IFB. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process.

11. **CONFLICT OF INTEREST AND ETHICS REQUIREMENTS.** This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB. **FAILURE TO INCLUDE THE CAMPAIGN CONTRIBUTION STATEMENT WILL CAUSE YOUR BID TO BE REJECTED.**

12. **PUBLIC ENTITY CRIMES.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

12.1 **SCRUTINIZED COMPANIES**

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

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

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

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

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

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

13. **E-VERIFY**

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 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 stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

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 subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, 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 Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

14. **INQUIRIES AND ADDENDA.** Bidders shall notify the Procurement Division promptly of any error, omission, or inconsistency that may be discovered during examination of the Bid Documents and the proposed work site if applicable. Requests from Bidders for interpretation or clarification of the Bid Documents shall be submitted at **lakeworthbeachfl.bidsandtenders.net** or emailed to the Procurement Division of Financial Services at **purchasing1@lakeworthbeachfl.gov** and shall arrive no later than **March 27, 2025 by 4:00 p.m.**



Oral questions may be presented at a pre-bid conference if one is provided for in the Bid Documents. Interpretations, corrections, material substitution requests or changes, if any, to the Bid Documents shall be made by Addenda. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addenda. Any addenda or other modification to the IFB documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the IFB directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda on the bid form. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum. Questions or requests for clarification directed to any other member of the City staff may be grounds for rejection of the bid as being irregular.

15. **ACCEPTANCE; REJECTION; CANCELLATION.** In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to investigate all bids, references and inspect all facilities of bidders. Any bid received without an authorized signature or after the submittal deadline may be rejected.

Any withdrawal or cancellation of this IFB, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. If a bid is late or unsigned, the City reserves the right to investigate the matter further and make a determination as to the materiality of the matter. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; and/or, 7) bids are in excess of the approved budget for the project.

16. **SELECTION OF BIDDER WITH WHOM TO CONTRACT.** It is the intention of the City to award the contract/s to the qualified, technically compliant, responsive and responsible bidder/s. Bidder/s must meet minimum qualifications to be awarded this bid.

To be considered responsive, bidder's response to a bid shall substantially conform in all material respects to the requirements and criteria set forth in the invitation to bid. This includes such aspects as following bid instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a bid that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible, bidder shall have the capability in all respects to fully perform the requirements identified in this bidding documents. Bidder shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance for a city project or purchase. The term responsibility is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if bidder is responsible by taking into consideration the bidder's past performance on any contract involving similar work and/or services; the bidder's skill and business judgment; the bidder's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the bidder's experience, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

The City is not obligated to accept the lowest bid and is not responsible for bid preparation costs. The City reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which is deemed to be in the best interest of the City.

When the Bid Documents contain additive or deductive alternates, the apparent low Bidder will be determined by the lowest base bid plus additive, or less deductive alternates. The City is not required to award any alternate and may choose all, none, or some of the alternates as it deems in its best interest. If the order of bidders would not be affected, the City has the right to select any alternate or combination of alternates. If the order of bidders would be

affected, award will be based on the base bid plus the additive, or less the deductive alternates, in the order provided on the bid schedule, until the award can be made within the available funds. Award will be subject to the availability of funds, which is determined solely by the City.

Pursuant to section 287.05701, Florida Statutes (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the City may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

17. **POSTING OF AWARD TABULATIONS.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Financial Services office.

18. **CONTRACT.** The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City, and will include, at a minimum, the terms laid out in Appendix "A", which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance. See 2 C.F.R. § 200.326 2, C.F.R. Part 200, Appendix II and applicable FEMA guidance.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The successful bidder 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 monitoring services the CITY may have under contract.

In the event a contract is not executed with the selected bidder, the City reserves the right to select the next lowest, responsive and responsible bidder based on the bid tabulation and to contract with said bidder. It is the intention of the City to award one or more contracts, however the City reserves the right to award contract/s as considered to be in the best interest of the City.

The successful bidder/s shall be awarded a contract for an initial period of three (3) years with possibility of two (2) one (1) year renewals for requested emergency repairs for water, wastewater and stormwater services as provided in this IFB; dependent on annual appropriation of the funds by the City Commission and mutual agreement by the both parties.

Rates shall remain firm for the first three years of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after that term.

19. **PROCUREMENT CODE.** The City's Procurement Code, sections 2-111 to 2-119 of the City's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

20. **COSTS.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. **PROTEST PROCEDURE.** Please see section 2-115 of the City's Procurement Code for the procedure.

22. **CITY IS DOCUMENT GATEKEEPER.** This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Financial Services Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth Beach.

23. **PROPERTY OF THE CITY.** All materials submitted in response to this IFB become the property of the City. The City has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a Bids does not affect this right. No variances to this provision shall be accepted.

24. **DISCLOSURE AND DISCLAIMER.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City

without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this IFB, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **COMPLIANCE.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **OFFICE OF THE INSPECTOR GENERAL.** In accordance with Palm Beach County ordinance number 2011-009, this RFP and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

27. **WARRANTY TERMS.** Successful Bidder shall fully warrant all materials and works against poor and inferior quality or workmanship and provide standard manufacturer's warranty as applicable or as specified in this solicitation.

28. **DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.** Bidders should provide a summary of any of Bidder's defaults, terminations, litigation, suspensions, and/or debarments against or which named the Bidder in the past five (5) years which is related to the goods and/or services sought in this IFB or that Bidder otherwise provides in the regular course of business. Debarments and suspensions should be reported regardless of their relation to the scope of work under this IFB. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. If none, state as such.

29. **COMPLIANCE WITH SECTION 787.06.** By signing the Agreement awarded under this solicitation before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

#### **END OF SECTION 4 - INSTRUCTIONS TO BIDDERS**

## **IFB #25-105**

### **Emergency Utility Repairs for Water, Wastewater and Stormwater**

#### **Exhibit "A"**

##### **DETAILED SCOPE OF WORK**

The City of Lake Worth Beach is seeking bids from qualified and experienced contractors 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 IFB and subsequent 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) to be awarded under this IFB 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 an awarded contractor will be activated if awarded a contract.

In addition to using City forces and equipment, the City intends to award two (but reserves the right to execute more or less than two) repair contracts under this IFB for the purpose of having contractors immediately available and committed to assisting the City prior to or in the aftermath of an emergency. Each contractor

awarded a repair contract 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.

When a major disaster or emergency occurs or is imminent, the City intends to contact the highest ranked contractors awarded a repair contract under this IFB 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
- 6.

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 paid for the following:

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**

## BID PACKAGE COVER SHEET

**Project Title: IFB #25-107 Emergency Utility Repairs for Water, Wastewater and Stormwater**

Bidder Name: .....

Enclose the following documents:

- \_\_\_\_\_ 1. Bid Package Cover Sheet (B1)
- \_\_\_\_\_ 2. Minimum Qualifications (B2)
- \_\_\_\_\_ 3. Bid (B3)
- \_\_\_\_\_ 4. Schedule of Unit Prices & Delivery (B4)
- \_\_\_\_\_ 5. Substitution Sheet (B5) - If none, mark "none".
- \_\_\_\_\_ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- \_\_\_\_\_ 7. Contractor Verification Form (B7)
- \_\_\_\_\_ 8. Reference List (B8)
- \_\_\_\_\_ 9. Affidavit Of Prime Bidder re Non-collusion (B9)
- \_\_\_\_\_ 10. Drug Free Certification (B10)
- \_\_\_\_\_ 11. Campaign Contribution Statement **(must be submitted)** (B11)
- \_\_\_\_\_ 12. Scrutinized Companies Certification (B12)
- \_\_\_\_\_ 13. Addendums Acknowledgment (if any issued)
- \_\_\_\_\_ 14. Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_\_\_ 15. **Certification Regarding Debarments, Suspension and Other Responsibility Matters (B13)**
- \_\_\_\_\_ 16. **Certification for Contracts, Grants, Loans, and Cooperative Agreements (B14)**
- \_\_\_\_\_ 17. Bid Bond
- \_\_\_\_\_ 18. DEFAULT, TERMINATION, LITIGATION, DEBARMENT list as applicable

**Clearly mark the outside corner of the envelope with the IFB number and title, and the date and time for the bid closing deadline.**

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL, and ONE (1) ELECTRONIC COPY on USB Drive**  
**maximum size of 5 Mb of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the Bid forms provided with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.**

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

**Bidder's Minimum Qualifications**

Each Bidder must provide three (3) similar projects or ongoing utility repair services in the last five (5) years to satisfy the minimum qualifications requirements. Each Bidder shall have a minimum of five (5) years' experience in repair work or underground utility infrastructure projects 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 experience is required.

The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

**\*\*Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: \_\_\_\_\_

**PROJECT**            **(FIRST PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

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***Describe the project elements (type of repair work or underground utility infrastructure projects, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

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Description of any Change Orders: \_\_\_\_\_

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Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_



Project End Date: \_\_\_\_\_

Owner/Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PROJECT (SECOND PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Describe the project elements (type of repair work or underground utility infrastructure projects, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name: Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PROJECT**            **(THIRD PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Describe the project elements (type of repair work or underground utility infrastructure projects, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of any Change Orders: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Owner/Contact Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Note:** Bidders may use additional sheets with the same format to list other projects/supply as proof of prior experience (for no more than five projects in total).

**BID**

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

**Bid of:** \_\_\_\_\_  
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated in this bid.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. Bidder has carefully and to his/her full satisfaction examined the IFB, the attached Specifications and all required forms, and Bidder has read all addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance and Payment Bond (if applicable), and Certificate(s) of Insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the City, as such documents are required to commence the work.
5. Bidder understands that the contract time starts on the date of Notice to Proceed or issuance of the Purchase Order.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a **Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution**, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500 per calendar day.
9. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in this IFB or in the resulting Contract.
10. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.
11. The City reserves the right to select and include one or more alternates in the Project and work.
12. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth Beach.

*Name*

*Address*

\_\_\_\_\_  
\_\_\_\_\_

13. The following employee(s) of the City of Lake Worth, either directly or indirectly owns, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

*Name*

*Address*

14. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

15. Bidder acknowledges that ADDENDA NO(S). \_\_\_\_\_ have been RECEIVED and has included their provisions in their Bid.

16. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

17. Bidder acknowledges that the Bid may be rejected if all Bid Forms and additional documentation requested are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

18. Bidder acknowledges that prices will remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms and remain valid for the contract term.

Name of Firm: \_\_\_\_\_

HQ Address: \_\_\_\_\_ City: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Sales Office: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

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

**SCHEDULE OF UNIT PRICES**  
**(16 PAGES)**

In order to evaluate the bid submissions, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The bid will be awarded to the responsive and responsible bidder who provided the majority of the lowest cost items.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Schedule of Unit Prices**

**GENERAL CONDITIONS**

<b>ITEM</b>	<b>DESCRIPTION OF BID ITEM</b>		<b>UNIT</b>	<b>PRICE</b>
GC-1	Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	
GC-2	Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	
GC-3	NON-Emergency Mobilization/Demobilization Costs for Rear Easement repairs		LS	
GC-4	NON-Emergency Mobilization/Demobilization Costs for Utility Right of Way repairs		LS	
GC-5	Record Drawing (less than 40 LF of Utility Work)		LS	
GC-6	Record Drawing (more than 40 LF of Utility Work)		LS	
GC-7	Construction Survey		LS	
GC-8	M.O.T. Residential Street		EA	
GC-9	M.O.T. City Arterial Roadway		EA	
GC-10	M.O.T. DOT Roadway		EA	
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	
GC-19	Post-Construction Video		EA	

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

**WASTEWATER**

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
<b>WASTEWATER FORCEMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation</b>				
F-1	Furnish & Install 4-Inch C-900 DR-18 PVC Sewer Main		LF	
F-2	Furnish & Install 4-Inch Class 350 DIP Sewer Main		LF	
F-3	Furnish & Install 6-Inch C-900 DR-18 PVC Sewer Main		LF	
F-4	Furnish & Install 6-Inch Class 350 DIP Sewer Main		LF	
F-5	Furnish & Install 8-Inch C-900 DR-18 PVC Sewer Main		LF	
F-6	Furnish & Install 8-Inch Class 350 DIP Sewer Main		LF	
F-7	Furnish & Install 10-Inch C-900 DR-18 PVC Sewer Main		LF	
F-8	Furnish & Install 10-Inch Class 350 DIP Sewer Main		LF	
F-9	Furnish & Install 12-Inch C-900 DR-18 PVC Sewer Main		LF	
F-10	Furnish & Install 12-Inch Class 350 DIP Sewer Main		LF	
F-11	Furnish & Install 16-Inch C-905 DR-18 PVC Sewer Main		LF	
F-12	Furnish & Install 16-Inch Class 350 DIP Sewer Main		LF	
F-13	Furnish & Install 18-Inch C-905 DR-18 PVC Sewer Main		LF	
F-14	Furnish & Install 18-Inch Class 350 DIP Sewer Main		LF	
F-15	Furnish & Install 20-Inch C-905 DR-18 PVC Sewer Main		LF	
F-16	Furnish & Install 20-Inch Class 350 DIP Sewer Main		LF	
F-17	Furnish & Install 24-Inch C-905 DR-18 PVC Sewer Main		LF	
F-18	Furnish & Install 24-Inch Class 350 DIP Sewer Main		LF	
F-19	Furnish & Install 30-Inch C-905 DR-21 PVC Sewer Main		LF	
F-20	Furnish & Install 30-Inch Class 350 DIP Sewer Main		LF	
F-21	Furnish & Install 36-Inch C-905 DR-21 PVC Sewer Main		LF	
F-22	Furnish & Install 36-Inch Class 350 DIP Sewer Main		LF	
F-23	Furnish & Install 42-Inch Class 350 DIP Sewer Main		LF	
<b>GRAVITY SANITARY SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
F-24	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	
F-25	Furnish & Install 8-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	
F-26	Furnish & Install 8-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-27	Furnish & Install 8-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	
F-28	Furnish & Install 8-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	
F-29	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	
F-30	Furnish & Install 10-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	
F-31	Furnish & Install 10-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-32	Furnish & Install 10-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	
F-33	Furnish & Install 10-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	
F-34	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	
F-35	Furnish & Install 12-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	

**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	
F-37	Furnish & Install 12-Inch Class 350 DIP Sewer Main	4' - 8' Deep	LF	
F-38	Furnish & Install 12-Inch Class 350 DIP Sewer Main	8' - 12' Deep	LF	
F-39	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	4' - 8' Deep	LF	
F-40	Furnish & Install 15-Inch SDR-26 PVC Sewer Main	8' - 12' Deep	LF	
F-41	Furnish & Install 15-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-42	Furnish & Install 15-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-43	Furnish & Install 15-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
F-44	Furnish & Install 18-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	
F-45	Furnish & Install 18-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	
F-46	Furnish & Install 18-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-47	Furnish & Install 18-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-48	Furnish & Install 18-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
F-49	Furnish & Install 21-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	
F-50	Furnish & Install 21-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	
F-51	Furnish & Install 21-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-52	Furnish & Install 20-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-53	Furnish & Install 20-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
F-54	Furnish & Install 24-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	
F-55	Furnish & Install 24-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	
F-56	Furnish & Install 24-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-57	Furnish & Install 24-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-58	Furnish & Install 24-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
F-59	Furnish & Install 30-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	
F-60	Furnish & Install 30-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	
F-61	Furnish & Install 30-Inch DR-18 PVC Sewer Main	12' + Deep	LF	
F-62	Furnish & Install 30-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-63	Furnish & Install 30-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
F-64	Furnish & Install 36-Inch PS 115 PVC Sewer Main	4' - 8' Deep	LF	
F-65	Furnish & Install 36-Inch PS 115 PVC Sewer Main	8' - 12' Deep	LF	
F-66	Furnish & Install 36-Inch DR-21 PVC Sewer Main	12' + Deep	LF	
F-67	Furnish & Install 36-Inch Class 250 DIP Sewer Main	4' - 8' Deep	LF	
F-68	Furnish & Install 36-Inch Class 250 DIP Sewer Main	8' - 12' Deep	LF	
<b>Sanitary Sewer Lateral Clean-Out including cut-in wye and all appurtenances for complete installation</b>				
F-69	Sanitary Sewer 6" Lateral & Clean-out (single)	<7' depth to main	EA	
F-70	Sanitary Sewer 6" Lateral & Clean-out (double)	<7' depth to main	EA	



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

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
F-71	Sanitary Sewer 6" Lateral & Clean-out (single)	>7' depth to main	EA	
F-72	Sanitary Sewer 6" Lateral & Clean-out (double)	>7' depth to main	EA	
F-73	Sanitary Sewer 8" Lateral & Clean-out (single)		EA	
F-74	Sanitary Sewer 8" Lateral & Clean-out (double)		EA	
	<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>			
F-75	4" Gate Valve & Valve Box		EA	
F-76	6" Gate Valve & Valve Box		EA	
F-77	6" Plug Valve & Valve box		EA	
F-78	8" Plug Valve & Valve box		EA	
F-79	10" Plug Valve & Valve box		EA	
F-80	12" Plug Valve & Valve box		EA	
F-81	16" Plug Valve & Valve box		EA	
F-82	20" Plug Valve & Valve box		EA	
	<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>			
F-83	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
F-84	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
F-85	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-86	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
F-87	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-88	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	
F-89	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	
F-90	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-91	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
F-92	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
F-93	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	
F-94	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-95	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
F-96	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
F-97	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
F-98	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-99	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
F-100	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
F-101	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
F-102	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
F-103	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-104	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	

**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	
F-106	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
F-107	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
F-108	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	
F-109	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
F-110	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
F-111	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
F-112	20" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
F-113	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
F-114	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	
F-115	36" x 18" Tapping Sleeve w/Valve & Valve Box		EA	
F-116	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	
F-117	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	
F-118	Wastewater Force Main 2" Air Release Valve w/Manhole		EA	
F-119	Wastewater Force Main 2" or 3" Air/Vacuum Valve		EA	
F-120	Wastewater Force Main 2"x1", 2"x2", 2"x3" Combination Air Valve w/Manhole		EA	
	<b>Furnish &amp; Install Line Stop inclusive of all appurtenances for a complete installation</b>			
F-121	4" Insertion Line Stop		EA	
F-122	6" Insertion Line Stop		EA	
F-123	8" Insertion Line Stop		EA	
F-124	10" Insertion Line Stop		EA	
F-125	12" Insertion Line Stop		EA	
F-126	16" Insertion Line Stop		EA	
F-127	18" Insertion Line Stop		EA	
F-128	20" Insertion Line Stop		EA	
F-129	24" Insertion Line Stop		EA	
F-130	30" Insertion Line Stop		EA	
F-131	36" Insertion Line Stop		EA	
	<b>Furnish &amp; 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:</b>			
F-132	0' - 4' FT Deep		EA	
F-133	4' - 6' FT Deep		EA	
F-134	6' - 8' FT Deep		EA	
F-135	8' - 10' FT Deep		EA	
F-136	10' - 12' FT Deep		EA	
F-137	12' - 14' FT Deep		EA	
F-138	14' - 16' FT Deep		EA	
F-139	16' - 20' FT Deep		EA	

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

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
	<b>MISCELLANEOUS</b>			
F-140	Core drill exist manhole (Any size)		EA	
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	

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

<b>WATERMAIN</b>				
<b>ITEM</b>	<b>DESCRIPTION OF BID ITEM</b>		<b>UNIT</b>	<b>PRICE</b>
<b>WATERMAIN- includes all fittings, appurtenances, restraints and restoration for a complete installation. Includes testing: density, pressure and bacteriological</b>				
W-1	Furnish & Install 4-Inch C-900 DR-18 PVC Water Main		LF	
W-2	Furnish & Install 4-Inch Class 350 DIP Water Main		LF	
W-3	Furnish & Install 6-Inch C-900 DR-18 PVC Water Main		LF	
W-4	Furnish & Install 6-Inch Class 350 DIP Water Main		LF	
W-5	Furnish & Install 8-Inch C-900 DR-18 PVC Water Main		LF	
W-6	Furnish & Install 8-Inch Class 350 DIP Water Main		LF	
W-7	Furnish & Install 10-Inch C-900 DR-18 PVC Water Main		LF	
W-8	Furnish & Install 10-Inch Class 350 DIP Water Main		LF	
W-9	Furnish & Install 12-Inch C-900 DR-18 PVC Water Main		LF	
W-10	Furnish & Install 12-Inch Class 350 DIP Water Main		LF	
W-11	Furnish & Install 16-Inch C-905 DR-18 PVC Water Main		LF	
W-12	Furnish & Install 16-Inch Class 250 DIP Water Main		LF	
W-13	Furnish & Install 18-Inch C-905 DR-18 PVC Water Main		LF	
W-14	Furnish & Install 18-Inch Class 250 DIP Water Main		LF	
W-15	Furnish & Install 20-Inch C-905 DR-18 PVC Water Main		LF	
W-16	Furnish & Install 20-Inch Class 250 DIP Water Main		LF	
W-17	Furnish & Install 24-Inch C-905 DR-18 PVC Water Main		LF	
W-18	Furnish & Install 24-Inch Class 200 DIP Water Main		LF	
W-19	Furnish & Install 30-Inch C-905 DR-21 PVC Water Main		LF	
W-20	Furnish & Install 30-Inch Class 200 DIP Water Main		LF	
W-21	Furnish & Install 36-Inch C-905 DR-21 PVC Water Main		LF	
W-22	Furnish & Install 36-Inch Class 200 DIP Water Main		LF	
	<b>Furnish &amp; Install Gate Valve &amp; Valve Box</b>			
W-23	4" Gate Valve & Valve Box		EA	
W-24	6" Gate Valve & Valve Box		EA	
W-25	8" Gate Valve & Valve Box		EA	
W-26	10" Gate Valve & Valve Box		EA	
W-27	12" Gate Valve & Valve Box		EA	
W-28	16" Gate Valve & Valve Box		EA	

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

ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
	<b>Furnish &amp; Install Butterfly Valve &amp; Valve Box</b>			
W-29	14" Butterfly Valve & Valve Box		EA	
W-30	16" Butterfly Valve & Valve Box		EA	
W-31	18" Butterfly Valve & Valve Box		EA	
W-32	20" Butterfly Valve & Valve Box		EA	
W-33	24" Butterfly Valve & Valve Box		EA	
W-34	30" Butterfly Valve & Valve Box		EA	
W-35	36" Butterfly Valve & Valve Box		EA	
	<b>Furnish &amp; Install Tapping Sleeve with Valve &amp; Valve Box</b>			
W-36	4"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
W-37	6"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
W-38	6"x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-39	8"x 4" Tapping Sleeve w/Valve & Valve Box		EA	
W-40	8"x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-41	8"x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-42	10" x 4" Tapping Sleeve w/Valve & Valve Box		EA	
W-43	10" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-44	10" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-45	10" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-46	12" x 4" Tapping Sleeve w/Valve & Valve Box		EA	
W-47	12" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-48	12" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-49	12" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-50	12" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-51	16" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-52	16" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-53	16" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-54	16" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-55	16" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-56	18" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-57	18" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-58	18" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-59	18" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-60	18" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-61	18" x 18" Tapping Sleeve w/Valve & Valve Box		EA	
W-62	20" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-63	20" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-64	20" x 10" Tapping Sleeve w/Valve & Valve Box		EA	

**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	
W-66	20" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-67	20" x 20" Tapping Sleeve w/Valve & Valve Box		EA	
W-68	24" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-69	24" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-70	24" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-71	24" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-72	24" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-73	24" x 20" Tapping Sleeve w/Valve & Valve Box		EA	
W-74	30" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-75	30" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-76	30" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-77	30" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-78	30" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-79	30" x 20" Tapping Sleeve w/Valve & Valve Box		EA	
W-80	36" x 6" Tapping Sleeve w/Valve & Valve Box		EA	
W-81	36" x 8" Tapping Sleeve w/Valve & Valve Box		EA	
W-82	36" x 10" Tapping Sleeve w/Valve & Valve Box		EA	
W-83	36" x 12" Tapping Sleeve w/Valve & Valve Box		EA	
W-84	36" x 16" Tapping Sleeve w/Valve & Valve Box		EA	
W-85	36" x 20" Tapping Sleeve w/Valve & Valve Box		EA	
W-86	36" x 24" Tapping Sleeve w/Valve & Valve Box		EA	
W-87	36" x 30" Tapping Sleeve w/Valve & Valve Box		EA	
	<b>Furnish &amp; Install Line Stop includes all appurtenances for a complete installation</b>			
W-88	4" Insertion Line Stop		EA	
W-89	6" Insertion Line Stop		EA	
W-90	8" Insertion Line Stop		EA	
W-91	10" Insertion Line Stop		EA	
W-92	12" Insertion Line Stop		EA	
W-93	16" Insertion Line Stop		EA	
W-94	18" Insertion Line Stop		EA	
W-95	20" Insertion Line Stop		EA	
W-96	36" Insertion Line Stop		EA	
	<b>Fire Hydrants, Sample Points, ARVs</b>			
W-97	Fire Hydrant Assembly w/ 6" Gate Valve, restraints, etc.		EA	
W-98	Remove & Replace Fire Hydrant Assembly		EA	
W-99	Bollards for Fire Hydrant		LS	
W-100	Sample Points w/double strap saddle & corp stop		EA	

**IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater**  
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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
W-101	Sample Points on Fire Hydrants		EA	
W-102	2" Blowoff piping with box		EA	
W-103	Water Main 1" Combination Air Release Valve w/Manhole (pipes 4"-16")		EA	
W-104	Water Main 2" Combination Air Release Valve w/Manhole (pipes larger than 16")		EA	
	<b>Water Services</b>			
W-105	Short Single service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	
W-106	Short Double Service (1-2" Poly) (up to 10' long) includes meter box and all appurtenances except meter		EA	
W-107	Short Service for Meter Bank (2" Poly) (up to 10' long) (includes up to 3 services)		EA	
W-108	Additional services on short service meter bank		EA	
W-109	Long Single Service (1-2" poly w/3" casings) (up to 50' Long)		EA	
W-110	Long Double Service (1-2" poly w/3" casings) (up to 50' Long)		EA	
W-111	Long Service for Meter Bank (2" Poly) (up to 50' long) (includes up to 3 services)		EA	
W-112	Additional services on long service meter bank		EA	
	<b>Abandonment</b>			
W-113	Cut existing watermain and connect proposed watermain		EA	
W-114	Cut and plug existing watermain to be abandoned		EA	
W-115	Abandon & grout fill existing 4-6" watermain		LF	
W-116	Remove & dispose existing watermain		LF	
W-117	Remove & Dispose AC Water Main (actual cost reimbursement by City)		--	---
	<b>Miscellaneous</b>			
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	

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

<b>STORM WATER</b>				
<b>ITEM</b>	<b>DESCRIPTION OF BID ITEM</b>		<b>UNIT</b>	<b>PRICE</b>
<b>GRAVITY STORM SEWER - includes all fittings, appurtenances, dewatering and restoration for a complete installation</b>				
S-1	Furnish & Install 12-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-2	Furnish & Install 12-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-3	Furnish & Install 12-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-4	Furnish & Install 12-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-5	Furnish & Install 12-Inch HDPE Sewer Main	0' - 6' Deep	LF	
S-6	Furnish & Install 12-Inch HDPE Sewer Main	6' - 8' Deep	LF	
S-7	Furnish & Install 15-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-8	Furnish & Install 15-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-9	Furnish & Install 18-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-10	Furnish & Install 18-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-11	Furnish & Install 18-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-12	Furnish & Install 18-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-13	Furnish & Install 18-Inch HDPE Sewer Main	0' - 6' Deep	LF	
S-14	Furnish & Install 18-Inch HDPE Sewer Main	6' - 8' Deep	LF	
S-15	Furnish & Install 24-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-16	Furnish & Install 24-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-17	Furnish & Install 24-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-18	Furnish & Install 24-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-19	Furnish & Install 24-Inch HDPE Sewer Main	0' - 6' Deep	LF	
S-20	Furnish & Install 24-Inch HDPE Sewer Main	6' - 8' Deep	LF	
S-21	Furnish & Install 30-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-22	Furnish & Install 30-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-23	Furnish & Install 30-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-24	Furnish & Install 30-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-25	Furnish & Install 30-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-26	Furnish & Install 36-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-27	Furnish & Install 36-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-28	Furnish & Install 36-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-29	Furnish & Install 36-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-30	Furnish & Install 36-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-31	Furnish & Install 42-Inch PVC Sewer Main	0' - 6' Deep	LF	
S-32	Furnish & Install 42-Inch PVC Sewer Main	6' - 8' Deep	LF	
S-33	Furnish & Install 42-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-34	Furnish & Install 42-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-35	Furnish & Install 42-Inch RCP Sewer Main	8' - 10' Deep	LF	



**IFB #25-105 Emergency Utility Repairs for Water, Wastewater and Stormwater**  
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ITEM	DESCRIPTION OF BID ITEM		UNIT	PRICE
S-36	Furnish & Install 48-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-37	Furnish & Install 48-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-38	Furnish & Install 48-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-39	Furnish & Install 48-Inch RCP Sewer Main	10' - 12' Deep	LF	
S-40	Furnish & Install 54-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-41	Furnish & Install 54-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-42	Furnish & Install 54-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-43	Furnish & Install 54-Inch RCP Sewer Main	10' - 15' Deep	LF	
S-44	Furnish & Install 60-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-45	Furnish & Install 60-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-46	Furnish & Install 60-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-47	Furnish & Install 60-Inch RCP Sewer Main	10' - 15' Deep	LF	
S-48	Furnish & Install 66-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-49	Furnish & Install 66-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-50	Furnish & Install 66-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-51	Furnish & Install 66-Inch RCP Sewer Main	10' - 15' Deep	LF	
S-52	Furnish & Install 72-Inch RCP Sewer Main	0' - 6' Deep	LF	
S-53	Furnish & Install 72-Inch RCP Sewer Main	6' - 8' Deep	LF	
S-54	Furnish & Install 72-Inch RCP Sewer Main	8' - 10' Deep	LF	
S-55	Furnish & Install 72-Inch RCP Sewer Main	10' - 15' Deep	LF	
	<b>Furnish &amp; 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:</b>			
S-56	0' - 4' FT Deep		EA	
S-57	4' - 6' FT Deep		EA	
S-58	6' - 8' FT Deep		EA	
S-59	8' - 10' FT Deep		EA	
S-60	10' - 12' FT Deep		EA	
S-61	12' - 14' FT Deep		EA	
S-62	14' - 16' FT Deep		EA	
S-63	16' - 20' FT Deep		EA	
	<b>Outfall Check Valves - includes pipe cleaning and installation for complete system</b>			
S-64	15" WAPRO Check Valve		EA	
S-65	18" WAPRO Check Valve		EA	
S-66	24" WAPRO Check Valve		EA	
S-67	36" WAPRO Check Valve		EA	

**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	
S-69	48" WAPRO Check Valve		EA	
S-70	54" WAPRO Check Valve		EA	
S-71	60" WAPRO Check Valve		EA	
S-72	66" WAPRO Check Valve		EA	
S-73	72" WAPRO Check Valve		EA	
	<b>MISCELLANEOUS</b>			
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	
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	
S-76	Clean Existing Storm Drainage		LF	
S-77	Connect to Existing Structure		EA	

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

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

**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	
L-2	Furnish and install 6"-12" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	
L-3	Furnish and install 15"-18" diameter CIPP sectional liner, up to 6-ft in length		EA	
L-4	Furnish and install 15"-18" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	
L-5	Furnish and install 21" diameter CIPP sectional liner, up to 6-ft in length		EA	
L-6	Furnish and install 21" diameter CIPP sectional liner, beyond 6-ft in length, all depths		LF	
L-7	Furnish and install 8" diameter CIPP liner	0-8' depth	LF	
L-8	Furnish and install 8" diameter CIPP liner	8-12' depth	LF	
L-9	Furnish and install 8" diameter CIPP liner	12'+ depth	LF	
L-10	Furnish and install 10" diameter CIPP liner	0-8' depth	LF	
L-11	Furnish and install 10" diameter CIPP liner	8-12' depth	LF	
L-12	Furnish and install 10" diameter CIPP liner	12'+ depth	LF	
L-13	Furnish and install 12" diameter CIPP liner	0-8' depth	LF	
L-14	Furnish and install 12" diameter CIPP liner	8-12' depth	LF	
L-15	Furnish and install 12" diameter CIPP liner	12'+ depth	LF	
L-16	Furnish and install 15" diameter CIPP liner	0-8' depth	LF	
L-17	Furnish and install 15" diameter CIPP liner	8-12' depth	LF	
L-18	Furnish and install 15" diameter CIPP liner	12'+ depth	LF	
L-19	Furnish and install 18" diameter CIPP liner	0-8' depth	LF	
L-20	Furnish and install 18" diameter CIPP liner	8-12' depth	LF	
L-21	Furnish and install 18" diameter CIPP liner	12'+ depth	LF	
L-22	Furnish and install 20-21" diameter CIPP liner	0-8' depth	LF	
L-23	Furnish and install 20-21" diameter CIPP liner	8-12' depth	LF	
L-24	Furnish and install 20-21" diameter CIPP liner	12'+ depth	LF	
L-25	Furnish and install 24" diameter CIPP liner	0-8' depth	LF	
L-26	Furnish and install 24" diameter CIPP liner	8-12' depth	LF	
L-27	Furnish and install 24" diameter CIPP liner	12'+ depth	LF	
L-28	Furnish and install 30" diameter CIPP liner	0-8' depth	LF	
L-29	Furnish and install 30" diameter CIPP liner	8-12' depth	LF	
L-30	Furnish and install 30" diameter CIPP liner	12'+ depth	LF	
L-31	Furnish and install 36" diameter CIPP liner	0-8' depth	LF	
L-32	Furnish and install 36" diameter CIPP liner	8-12' depth	LF	
L-33	Furnish and install 36" diameter CIPP liner	12'+ depth	LF	

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

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

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

### Additional Price List

Bidders may at their own discretion provide pricing for additional goods or services offered if available. The additional price list shall not be taken into consideration in award process but may be considered in the case bidder is awarded the contract and additional items may be required by the City.

## Additional

[illegible]

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

## SUBSTITUTION SHEET

This form must be completed if a Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, delivery schedule, or phasing plan.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.000	1.000	SQ. YD.	1.000	1.000
2.000	2.000	SQ. YD.	2.000	2.000
3.000	3.000	SQ. YD.	3.000	3.000
4.000	4.000	SQ. YD.	4.000	4.000
5.000	5.000	SQ. YD.	5.000	5.000
6.000	6.000	SQ. YD.	6.000	6.000
7.000	7.000	SQ. YD.	7.000	7.000
8.000	8.000	SQ. YD.	8.000	8.000
9.000	9.000	SQ. YD.	9.000	9.000
10.000	10.000	SQ. YD.	10.000	10.000
11.000	11.000	SQ. YD.	11.000	11.000
12.000	12.000	SQ. YD.	12.000	12.000
13.000	13.000	SQ. YD.	13.000	13.000
14.000	14.000	SQ. YD.	14.000	14.000
15.000	15.000	SQ. YD.	15.000	15.000
16.000	16.000	SQ. YD.	16.000	16.000
17.000	17.000	SQ. YD.	17.000	17.000
18.000	18.000	SQ. YD.	18.000	18.000
19.000	19.000	SQ. YD.	19.000	19.000
20.000	20.000	SQ. YD.	20.000	20.000
21.000	21.000	SQ. YD.	21.000	21.000
22.000	22.000	SQ. YD.	22.000	22.000
23.000	23.000	SQ. YD.	23.000	23.000
24.000	24.000	SQ. YD.	24.000	24.000
25.000	25.000	SQ. YD.	25.000	

## PROPOSED SUBSTITUTION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

**SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

			Percentage of subcontract work
1.	_____ (company name)	_____ (type of work)	% _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
2.	_____ (company name)	_____ (type of work)	% _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	
3.	_____ (company name)	_____ (type of work)	% _____
	_____ (address)	_____ (tel. #)	
	_____ (zip code)	_____ (federal I.D. #)	

**Total dollar amount to be awarded to sub-contractors (this page)**      \$ \_\_\_\_\_

\*\* The Bidder shall submit for the City's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: \_\_\_\_\_

Note:      The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the City for approval prior to that sub-contractor performing any work.



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

**CONTRACTOR VERIFICATION FORM**

**PRIME BIDDER:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

Fax: (       ) \_\_\_\_\_

Email: \_\_\_\_\_

**CONTRACTOR OF RECORD:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

Email: \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH COPY)

County License # \_\_\_\_\_ (ATTACH COPY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the Licensee a full-time employee of Prime Bidder?

\_\_\_\_ Yes

\_\_\_\_ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?

\_\_\_\_ Yes

\_\_\_\_ No

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***

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

**LIST OF REFERENCES**

**Bidders shall not use City of Lake Worth Beach employees as their references.**

The reference person must have been informed that they are being used as a reference so that the City may check references.

1. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

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

**AFFIDAVIT OF PRIME BIDDER**  
**Re Non-collusion and Public Entity Crime**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name)

1. I am the \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has  
(Title) (Name of Company)  
submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth Beach, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth Beach. \_\_\_\_\_ (if none, write "None").
6. The following employees of the City of Lake Worth Beach, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: \_\_\_\_\_ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Title) \_\_\_\_\_

STATE OF \_\_\_\_\_  
(COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public Signature  
Notary Seal:

(B10)

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

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
*Bidders Authorized Signature*

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

Date: \_\_\_\_\_

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

**CAMPAIGN CONTRIBUTION STATEMENT**

This IFB is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.

**Vendor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[ ] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
2. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
3. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
4. \_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

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

Print Name of Business: \_\_\_\_\_

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

[ ☐ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[ ☐ ] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$\_\_\_\_\_ to my campaign.

**Signature:** \_\_\_\_\_

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2025.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

(B12)

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

**SCRUTINIZED COMPANIES CERTIFICATION FORM**

By execution below, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector and Terrorism Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

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

\_\_\_\_\_  
Notary Public Signature

Notary Seal:

My Commission expires: \_\_\_\_\_

## Appendix "A"

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

#### Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into any subsequent contract resulting from this IFB, 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:

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.

#### **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."

#### **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.

(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 and 2 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 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.

(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.

**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.

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**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, \_\_\_\_\_, 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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**END OF IFB PACKAGE**