

**AGREEMENT FOR SERVICES BETWEEN VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT AND ATLANTIC PIPE SERVICES, LLC
FOR STORM PIPE INSPECTIONS, CLEANING & REPAIRS
RFP #24P-007**

THIS AGREEMENT is made effective this 10th day of April 2024 (hereafter referred to as the "Effective Date", by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **ATLANTIC PIPE SERVICES, LLC** (hereafter referred to as "CONTRACTOR/SUPPLIER"), whose address is 1420 Martin Luther King Jr Blvd, Sanford, Florida 32771.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Storm Pipe Inspection, Cleaning & Repair Services, and wishes to enter into an Agreement with a party capable of providing suitable Storm Pipe Inspection, Cleaning & Repair Services; and

WHEREAS, CONTRACTOR provides Storm Pipe Inspection, Cleaning & Repair Services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. SERVICES BY CONTRACTOR

- 1.1 SUPPLIER, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for Storm Pipe Inspection, Cleaning & Repair Services, Request for Proposals (RFP) #24P-007, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2 All maintenance and repair of equipment shall be the responsibility of the SUPPLIER, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.3 The SUPPLIER shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the SUPPLIER required by this Agreement. SUPPLIER agrees to provide 24 hour a day emergency service, including contacts, phone numbers, etc.
- 1.4 The SUPPLIER shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from SUPPLIER's operations, including site clean-up and policing on a daily basis. The SUPPLIER shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The SUPPLIER shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations.
- 1.5 All SUPPLIER and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.6 SUPPLIER shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the SUPPLIER.
- 1.7 SUPPLIER acknowledges that the public may associate the SUPPLIER as an employee of the DISTRICT while the SUPPLIER performs services on the DISTRICT's property. SUPPLIER agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation. DISTRICT reserves the right to approve dress codes for the SUPPLIER's employees.

- 1.8 SUPPLIER shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, SUPPLIER must only employ individuals who are legally authorized to work in the United States of America. SUPPLIER hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the SUPPLIER to perform work pursuant to this Agreement. To certify participation in the program, SUPPLIER and any subcontractors to the SUPPLIER, is required to sign an E-Verify SUPPLIER/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the SUPPLIER, solely, will be responsible and liable for any violations and or penalties associated with such violation.

2. PAYMENT

- 2.1 In consideration of the services provided by the SUPPLIER pursuant to this Agreement, DISTRICT agrees to pay to SUPPLIER the unit prices submitted by SUPPLIER as a result of SUPPLIER's response to RFP #24P-007 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org Payment by the DISTRICT will made per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 The DISTRICT agrees to pay the SUPPLIER for additional work performed by the SUPPLIER pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the SUPPLIER under the terms of this Agreement.

3. UNUSUAL COSTS

- 3.1 The Contractor may petition the District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.
- 3.2 The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The District may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The District shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the District. Any price redetermination shall be solely based upon the documentation provided and the District reserves the right to rescind any price relief granted should the circumstances change and prices go down.

4. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Contract between DISTRICT and SUPPLIER and which are made part hereof by this reference, consist of the following:

- 4.1 Request for Proposals
- 4.2 Instructions, Terms, and Conditions
- 4.3 Proposal Forms
- 4.4 Wildlife Habitat Management Plan (if applicable)
- 4.5 Proposer's Certification
- 4.6 Insurance Requirements
- 4.7 General Terms and Conditions
- 4.8 Scrutinized Companies
- 4.9 Drug Free Workplace Certificate
- 4.10 Anti-Collusion Statement
- 4.11 Statement of Contractor's Experience, Equipment & Personnel
- 4.12 W-9
- 4.13 E-Verify Contractor/Subcontractor Affidavit

- 4.14 Scope of Work / Specifications
- 4.15 Agreement for Services
- 4.16 Permits / Licenses
- 4.17 All PROPOSAL Addenda Issued Prior to PROPOSAL Opening Date
- 4.18 All Modifications and Change Orders Issued
- 4.19 Notice of Award / Notice to Proceed

5. TERM

The initial term of each Agreement shall be the Effective Date through September 30, 2026, with the option to renew for one (1) two (2) year period. The prices awarded by SUPPLIER shall remain fixed and firm for the initial term of the Agreement. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. At a minimum of six (6) months prior to the end of the initial term, Contractor/Supplier may submit a request in writing to the District to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. No increase shall exceed 5%.

6. INSURANCE

- 6.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.
- 6.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.
- 6.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 6.4 **Waiver of Subrogation:** By entering into any contract as a result of this RFP, CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 6.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.
- 6.6 **Certificate(s) shall be dated and show:**
 - 6.6.1 The name of the Insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - 6.6.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - 6.6.3 Subrogation of Waiver clause.
 - 6.6.4 The Village Center Community Development District and any other governmental agencies using this Agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - 6.6.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - 6.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

7. TERMINATION BY THE DISTRICT

- 7.1 The performance of work under this Contract may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that SUPPLIER

is in default of the terms of this Agreement. Any such termination shall be effected by delivery to SUPPLIER a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

7.2 After receipt of a Notice of Termination, and except as otherwise directed, SUPPLIER shall: Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

7.2.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Contract.

7.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

7.2.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts and request the approval or ratification by the DISTRICT to the extent SUPPLIER may require, which approval or ratification shall be final for all purposes of this clause.

7.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

7.3 After receipt of a Notice of Termination, SUPPLIER shall submit to DISTRICT SUPPLIER's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by SUPPLIER to after the receipt of the Notice of Termination and SUPPLIER shall be deemed to waive any right to any further compensation.

7.4 SUPPLIER and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to SUPPLIER by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

7.5 DISTRICT may, for any reason, terminate performance under this Agreement by the SUPPLIER for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by SUPPLIER as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

8. WARRANTY

8.1 The SUPPLIER warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The SUPPLIER's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the SUPPLIER, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed Wallpaper Installation & Removal material shall be under SUPPLIER warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to SUPPLIER by the DISTRICT is issued.

b. All other labor and workmanship shall be under SUPPLIER warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to SUPPLIER by the DISTRICT is issued.

9. SELF HELP BY DISTRICT

9.1 Within twenty-four (24) hours after being notified by DISTRICT in writing of defective or unacceptable work, if the SUPPLIER fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to SUPPLIER, the

reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such twenty-four (24) hour period, and the SUPPLIER immediately begins corrective work, and DISTRICT reasonably determines that the SUPPLIER is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow SUPPLIER to complete correction of the defective or unacceptable work. In addition, if the SUPPLIER, for any reason, fails to perform any portion of the services required by the SUPPLIER pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to SUPPLIER the actual expenditures that are necessary to complete the services not performed.

- 9.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to SUPPLIER for its obligations herein.
- 9.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the SUPPLIER in default in accordance with applicable provisions of the Agreement.
- 9.4 The accumulation of two (2) 24-hour notices within a six (6) month period may result in termination of the Agreement as determined by the DISTRICT.

9.5 SATISFACTORY PERFORMANCE

9.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, SUPPLIER agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

9.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. SUPPLIER performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

9.5.3 Any damage to DISTRICT property by the SUPPLIER shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the SUPPLIER responsible for said area and cost of repairs.

10. ASSIGNMENT

- 10.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

11. NOTICE OF SALE OR MERGER

- 11.1 SUPPLIER may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event SUPPLIER intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of SUPPLIER under this Agreement, or to a third party that is not approved by DISTRICT, then SUPPLIER shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from SUPPLIER for its breach of contract, in addition to any other remedy provided for in this Agreement.

12. BREACH OF CONTRACT

- 12.1 The failure of SUPPLIER to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by SUPPLIER. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the SUPPLIER from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

13. OTHER MATTERS

- 13.1 SUPPLIER shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 13.2 SUPPLIER shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, the SUPPLIER acknowledges that the DISTRICT shall have no responsibility for making any disclosures to SUPPLIER's employees or agents.
- 13.3 The obligations of the SUPPLIERS under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 13.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.
- 13.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the District or Circuit Court for Sumter County, Florida, and SUPPLIER does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 13.6 SUPPLIER does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 13.7 SUPPLIER shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further SUPPLIER shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 13.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. The SUPPLIER recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 13.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to the Agreement. Cost increases or decreases will be based on the unit prices proposed by the SUPPLIER as provided for in Exhibit "A" to the Agreement.
- 13.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 13.11 Time is of the essence in the performance of this Contract. The SUPPLIER specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be done according to specifications, subject only to delays caused through no fault of the SUPPLIER.
- 13.12 Award of this project shall impose no obligation on the District to utilize the successful proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The District specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the District's best interest.

14. SUPPLIER'S REPRESENTATIONS

- 14.1 SUPPLIER makes the following representations:
- 14.2 SUPPLIER has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- 14.3 SUPPLIER declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that SUPPLIER has satisfied itself relative to the work to be performed.
- 14.4 SUPPLIER has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 14.5 SUPPLIER has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 14.6 SUPPLIER declares that submission of a bid for the work constitutes an incontrovertible representation that the SUPPLIER has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 14.7 Equal Opportunity: SUPPLIER assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- 14.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a SUPPLIER, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted Respondent list.
- 14.9 Public Records Act/Chapter 119 Requirements: SUPPLIER /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this Agreement is one for which services are provided by doing the following:
- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - Meet all requirements for retaining public records and transfers to the DISTRICT, at no cost, all public records in possession of the SUPPLIER upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the DISTRICT in a format that is compatible with the current information technology systems of the DISTRICT.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@DISTRICTgov.org**

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**, attested by the clerk of said DISTRICT, and **ATLANTIC PIPE SERVICES, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

ATLANTIC PIPE SERVICES, LLC

By: Kelly Flores

Print Name

Print Title

Date

Attest

By: Allan Cagle

Print Name

Print Title

Date

Attest

REVISED RFP #24P-007 Storm Pipe Inspections, Cleaning, and Repairs**DIVING, PLUGGING, AND DEWATERING**

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

STORM CLEANING AND INSPECTION SERVICES

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

EXHIBIT A

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

EXHIBIT A

98	CIPP Manhole to Manhole Lining - Diameter: 28 5mm	60 INCH	LF	\$791.29
99	60" CIPP Thickness Variance: 1 5mm	60 INCH	LF	\$18.32
100	CIPP Manhole to Manhole Lining - Diameter: 31.5mm	66 INCH	LF	\$888.69
101	66" CIPP Thickness Variance: 1.5mm	66 INCH	LF	\$20.10
102	CIPP Manhole to Manhole Lining - Diameter: 33 mm	72 INCH	LF	\$1,044.65
103	72" CIPP Thickness Variance: 1.5mm	72 INCH	LF	\$21.85
CONCRETE SPINCASTING				
104	Concrete Spin cast - Storm	15 INCH	LF	\$90.00
105	Concrete Spin cast - Storm	18 INCH	LF	\$108.00
106	Concrete Spin cast - Storm	24 INCH	LF	\$144.00
107	Concrete Spin cast - Storm	30 INCH	LF	\$180.00
108	Concrete Spin cast - Storm	36 INCH	LF	\$216.00
109	Concrete Spin cast - Storm	42 INCH	LF	\$252.00
110	Concrete Spin cast - Storm	48 INCH	LF	\$288.00
111	Concrete Spin cast - Storm	54 INCH	LF	\$324.00
112	Concrete Spin cast - Storm	60 INCH	LF	\$360.00
113	Concrete Spin cast - Storm	66 INCH	LF	\$396.00
114	Concrete Spin cast - Storm	72 INCH	LF	\$432.00
INJECTION GROUTING AND STRUCTURE REPAIR				
115	Drill Injection Hole for Soil Stabilization	N/A	EA	\$1,500.00
116	Set Up Charge for Soil Stabilization	N/A	EA	\$750.00
117	Hydrophobic Polyurethane Grout for Soil Stabilization	N/A	Per Gallon	\$465.00
118	Storm Structure Sealing Set Up Fee	N/A	EA	\$550.00
119	Storm Structure Injection Grout for Sealing	N/A	Per Gallon	\$143.75
MOT/TRAFFIC CONTROL				
120	MOT City or County ROW	N/A	DAY	\$450.00
ADDITIONAL SERVICES				
121	Nuisance Alligator Removal When Required for Plugging / Dewatering	N/A	EA	\$1,650.00
122	Weekly rental Quilt Pack pump (with maintenance)*	4 INCH	EA	\$919.00
123	Weekly rental Quilt Pack pump rental (with maintenance)*	6 INCH	EA	\$1,026.09
124	Weekly rental 4" discharge hose (100ft)	4 INCH	EA	\$101.12
125	Weekly rental 4" intake hoses (50ft)	4 INCH	EA	\$166.12
126	Weekly rental 6" discharge hose (100ft)	6 INCH	EA	\$101.93
127	Weekly rental 6" intake hoses (50ft)	6 INCH	EA	\$205.43
128	Weekly rental Basket Screen	4 INCH	EA	\$9.03
129	Weekly rental Basket Screen	6 INCH	EA	\$18.06
130	Weekly rental 90 Degree elbow	4 INCH	EA	\$36.11
131	Weekly rental 90 Degree elbow	6 INCH	EA	\$50.56

NOTE(S):

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

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

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

EXHIBIT A

ALAN COLE -
Authorized Agent Name (Print)

Allan Cole
Signature

2/7/24
Date

PRESIDENT

Name of Proposer's Firm:

ATLANTIC PIPE SERVICES, LLC

This document must be completed and returned with your Submittal

EXHIBIT A