

NORTH SPRINGS IMPROVEMENT DISTRICT



**BOARD OF SUPERVISORS MEETING
APRIL 16, 2024**

North Springs Improvement District

9700 NW 52 Street Coral Springs, FL 33076
Phone (954) 752-0400 Fax (954) 755-7317

April 09, 2024

Board of Supervisors
North Springs Improvement District

Dear Board of Supervisors:

A meeting of the Board of Supervisors of North Springs Improvement District will be held on Tuesday, April 16, 2024, at 3:00 P.M. at 9700 NW 52nd Street, Coral Springs, Florida. Following is the advance agenda:

1. Roll Call
2. Approval of the following March 06, 2024 Meeting Minutes
3. Audience Comments on Non-Agenda Items and Supervisor's Request
4. Staff Reports
 - A. Manager
 - I. Discussion of Lifetime Fitness
 - II. American Water Works Association's 2024 Most Improved Water Treatment Plant, Class 'A' Award
 - B. Attorney
 - C. Engineer
 - I. Consideration of Quotes for Canal Excavation on Riverside Drive, South of the Sawgrass Expressway
5. Approval of Financials and Check Registers
6. Adjournment

SECOND ORDER OF BUSINESS

Approval of March 06, 2024 Meeting Minutes

**MINUTES OF MEETING
NORTH SPRINGS IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, **March 6, 2024** at 3:00 p.m. in the district office, 9700 N.W. 52nd Street, Coral Springs, Florida.

Present and constituting a quorum were:

Vince Moretti	President
Grace Solomon	Secretary
Anthony Avello	Assistant Secretary

Also present were:

Rod Colon	District Manager
Richard Sarafan	District Counsel
Jane Early	District Engineer
Brenda Richard	District Clerk
Katherine Castro	NSID
Chloe Anzalone	NSID
Donna Holiday	GMS-South Florida, LLC via Zoom
Officer Martin	Coral Springs Police Department

The following is a summary of the discussions and actions taken at the March 6, 2024 regular Board of Supervisor's meeting of the North Springs Improvement District.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Colon called the meeting to order at 3:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the February 7, 2024 Meeting

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the minutes of the February 7, 2024 meeting were approved as presented.

THIRD ORDER OF BUSINESS

**Audience Comments on Non-Agenda Items
and Supervisor’s Requests**

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Manager

**i. Memorandum of Understanding with the City of Parkland Regarding
Building Permits**

On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the Memorandum of Understanding with the City of Parkland regarding building permits was approved.

B. Attorney

Mr. Sarafan stated I’m sure you are all aware of the video of the meeting that occurred regarding the reclaimed water issues with Broward County and the consensus that was reached that until Palm Beach County comes online and starts using its allocation there are certain technical difficulties that would stand in the way of us providing services in our view that would meet the requirements of the Florida Administrative Code with regard to things like chlorination and quality.

C. Engineer

**i. Rescind Award of Contract for North Springs Preserve Storage
Maintenance Facilities to EG General Contractor, Inc. and Award to the
Next Lowest Responsible Bidder, Delcons, Inc.**

On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the award of contract for the North Springs preserve storage maintenance facilities to EG General Contractor, Inc. was rescinded, and the contract was awarded to the next lowest bidder, Delcons, Inc.

ii. Consideration of Task Order No. 0224-1 Booster Pump Station Expansion

On MOTION by Mr. Avello seconded by Mr. Morretti with all in favor task order 0224-1 for expansion of the booster pump station was approved.

FIFTH ORDER OF BUSINESS

Approval of Financials and Check Register

On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the check register was approved.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Avello seconded by Mr. Morretti with all in favor the meeting adjourned at 3:14 p.m.

Grace Solomon
Secretary

Vince Moretti
President

FOURTH ORDER OF BUSINESS

STAFF REPORTS - C. ENGINEER

- I. Consideration of Quotes for Canal Excavation on Riverside Drive, South of the Sawgrass Expressway



NORTH SPRINGS IMPROVEMENT DISTRICT

To: Board of Supervisors

Re: NSID Canal Dredging

Date: April 8, 2024

We have evaluated the quotes received for the canal dredging and cleanout maintenance located at the North Springs Improvement District at Riverside Drive Canal South of the Sawgrass Expressway, which consists of the following scope:

- Mobilization, dredging/cleanout, demobilization, dust control and seeding
- Furnish all labor, materials, and equipment
- Restore canal to original center elevation.
- Removal of all unsuitable material (clear and grub material) from site

The following quotes were received:

COMPANY	AMOUNT
Val-V Developers, Inc.	\$194,275
East Coast Builders & Developers Corporation	\$210,000
PHI Construction	\$228,000

Staff is recommending Val-V Developers, Inc., provided in the amount of \$194,275.

NORTH SPRINGS IMPROVEMENT DISTRICT



CANAL DREDGING AND CLEANOUT MAINTENANCE SERVICES NORTH SPRINGS IMPROVEMENT DISTRICT RIVERSIDE DRIVE

REQUEST FOR PROPOSALS NO. RFQ#2024-02.2

SUBMITTAL FORM

Name of Company: VAL-V Developers Inc
Contact Person: Valer D. Jisa
Address: 6101 SW 58th Ct, Davie FL 33314
Phone Number: 954-394-6103
Email Address: valvdevelopers00@gmail.com

\$

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LUMP SUM AMMOUNT

Fill in appropriate currency numbers for your quote to NSID. This quote submission does not guarantee that your company will receive any work. NSID has made no promises to you in any way regarding this project. NSID may reject this and any other quotes with or without cause and chose any quote it feels is in the best interest of the District.

By submitting a quote, the firm agrees to all the terms of this RFP and Agreement.

I/We confirm that the Bidder has the capacity, capability, and licenses to fully meet or exceed the requirements and will be available to deliver per RFQ#2024-02.2.

By: Valer D. Jisa, President
Authorized Representative

Print: Valer D. Jisa

Date: 03/12/2024

RFQ submittals shall be received by
Monday, April 8th 2024, at 11:00 a.m.

NORTH SPRINGS IMPROVEMENT DISTRICT

REQUEST FOR QUOTE



CANAL DREDGING AND CLEANOUT MAINTENANCE SERVICES OF DISTRICT PROPERTY

RFQ # 2024-02.2

North Springs Improvement District
Broward County, Florida
9700 NW 52 Street
Coral Springs, FL 33076

You are invited to submit a quote for the Canal Dredging and Cleanout Maintenance Services at the North Springs Improvement District at Riverside Drive Canal South of the Sawgrass Expressway Located in Canal Springs, Florida.

RFQ submittals shall be received by
Monday, April 8th, 2024, at 11:00 A.M.

GENERAL INFORMATION

DISCLOSURE

The District reserves the right to reject any or all quotes, bids, & proposals, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and which, in its judgment, best serves the interests of or represents the best value to the District, and which is not necessarily the lowest proposal, but rather the overall price & reputation of the Contractor.

By submitting a quote, the firm agrees to all the terms of this RFQ and the Canal Dredging and Cleanout Maintenance Agreement, attached hereto as Exhibit "A."

Any exceptions to the Agreement must be stated in the quote. Any quote submission without objection to the Agreement indicates understanding and intention to comply with the Agreement. If there is a term or condition in the Agreement that the applicant intends to negotiate, it must be stated in the quote. The successful candidate will not be entitled to any changes or modifications unless they were first stated in the quote. The North Springs Improvement District reserves the right to reject any quote(s) containing exceptions or modifications to the Agreement.

FAMILIARITY WITH THE LAW:

By submitting a quote, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. The Contractor will adhere to all requirements when performing work in the designated City in which the work is being performed.

Ignorance on the part of the Quoter will in no way relieve it from responsibility to perform the work covered by the quote in compliance with all such laws, ordinances, and regulations.

FAMILIARITY OF THE PROJECT:

Before submitting a quote, the Quoter shall carefully read the specifications, visit the project site, and fully inform itself as to all existing conditions and limitations. Submitting a quote is a certification by the Quoter that the Quoter is familiar with the project.

It shall be the Quoter's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself/herself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the District for the Quoter's failure to do so.

SITE INSPECTIONS:

All interested bidders are strongly encouraged to visit the site location in order to familiarize themselves with all conditions that may affect the time or cost of performance. Contractors are

advised to schedule a site inspection prior to submitting their quote. If you have any questions concerning this RFQ or to schedule a site inspection, please contact Jane Early (District Engineer; NSID) at (561) 723-5076 to schedule an appointment.

PROPOSAL SUBMITTALS:

The Contractor shall submit its quote on the form attached. The Contractor must have similar experience with similar projects, preferably within the last 72 months, with no adverse performance in such completion.

Quotes must be received by **Monday, April 8th, 2024, at 11:00 a.m.** Each submission should only include the lump sum cost proposal submittal form.

Quotes should be mailed or delivered to:

**North Springs Improvement District
Attn: RFQ #2024-02.2; Canal Dredging and Cleanout Maintenance Services
9700 NW 52 Street
Coral Springs, FL 33076**

RESPONSE/PRESENTATION COSTS

The District shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

NOTICE TO PROCEED

The Successful Quoter shall not begin work until the District issues a written Notice to Proceed ("NTP"). Work performed by the Successful Quoter prior to receiving the NTP shall be deemed non-compensable by the District. The Successful Quoter shall not have any recourse against the District for prematurely performing unauthorized work.

INSURANCE REQUIREMENTS

Contractor shall provide, pay for, and maintain, in force at all times during the Term of this Agreement, a comprehensive general liability insurance policy with minimum bodily injury coverage of \$1,000,000 and \$200,000 property damage liability together with Commercial Automobile Liability insurance. Contractor shall also secure and pay for Workers Compensation Insurance in the amount required by Florida Statutes for all employees to the extent required for compliance with the "Workers Compensation Law" (Chapter 440, F. S.) of the State of Florida and any applicable federal laws, and shall keep such insurance in full force at all times during the Term of this Agreement. The District shall be named as an additional insured on all insurance policies the Contractor is required to provide or maintain, except for any applicable Workers Compensation Insurance; and all insurance policies must be from financially sound carriers authorized to do business in Florida and must include a waiver of subrogation in favor of indemnities.

LICENSES

Licenses required for this project shall be obtained at the sole expense of the Contractor.

PERMITS

Contractor shall obtain all necessary permits for the performance of the contract. All fees required for any necessary permits shall be paid by Contractor.

SCOPE OF SERVICES

PROJECT BACKGROUND

The North Springs Improvement District is seeking the services of a qualified professional contractor to provide canal dredging and cleanout maintenance services located on Riverside Drive Canal South of the Sawgrass Expressway, attached hereto as the Aerial Site, Exhibit "B."

Contractor shall refer to original canal cross-section(s) elevations, Exhibit "C."

The chosen Contractor will adhere to the bid specifications outlined within this document and provide canal dredging and cleanout maintenance services.

SCOPE OF PROJECT

The Contractor shall provide all labor, supervision, materials, supplies, tools, equipment, permits, and all other necessary incidentals required to perform the complete canal dredging and cleanout maintenance services in the specified areas listed in these specifications, including but not limited to, canal located on NW 57th Street, canal adjacent located behind The Grand Oasis Community.

Equipment-intensive work such as dredging, cleanout , and material removal shall not commence before 7:00 a.m. and end by 6:00 p.m. on weekdays, per Coral Springs code, unless given prior permission.

Contractor shall notify the District of any dead landscaping that needs to be replaced.

Contractor shall notify the District of any Caprock that is discovered when performing maintenance.

INSPECTION:

All dredging and cleanout maintenance services shall be subject to inspection, examination, and testing by the District and its District Engineer at any and all times. The District Engineer shall have the authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material without charge, therefore, the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the District may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.

NEGLECT AND PROPERTY DAMAGE:

Sod material that is damaged or killed due to Contractor's operations, negligence, or chemicals or by any other means shall be replaced at the Contractor's expense.

Any damaged property caused by the Contractor's operations shall be approved by the District prior to being corrected at the Contractor's expense.

GUARANTY AND REPLACEMENT:

In the event services delivered do not meet the specification quality level or do not perform as specified in this proposal, the Contractor will correct the services and items at no additional cost to the District.

All work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected, and the Contractor and his shall be liable for all expenses incurred.

Mobilization:

- Staging area(s) is to be confirmed by NSID.
- Construction schedule to be sent and approved by NSID.
- Coordinate site access and provide necessary haul roads.
- Approval of any and all equipment used throughout services approved by NSID prior to mobilization.
- Approval of any tree removal, and/or trimming needed for service to be performed. (Contractor shall be responsible for removal, trimming or modifying tree(s) to perform scope of work. Contractor shall not be responsible to replace any removal of trees/ foliage that was removed or modified to perform scope of work.)
- Standard clearing and grubbing shall be done within the following areas: all areas to be demucked and filled.

Dredging/ Cleanout:

- Install turbidity screens and provide equipment to control turbidity at all times during the work.
- Dredging and cleanout is to be performed by tracked equipment, not wheeled, unless given prior approval.
- Restore canal to original center elevation.
- If discovered caprock, before reaching elevation of -1, bring to attention of NSID. Assume Caprock is original elevation if found.

- Removal of all unsuitable material (clear and grub material) from site at no additional cost. Burning on site will not be allowed.
- As-Built survey for slopes and depth is to be provided at the Contractor's expense upon completion of excavation.

Demobilization:

- Contractor is removal all material(s) off site at their expense.
- Seeding to be added where all damaged sod was located, at Contractor's expense.
- All equipment must be removed timely from completion of work pending final payment.

Dust Control

The Contractor shall provide the necessary equipment, materials, and labor forces to provide dust control in accordance with the District requirements for the entire length of the Contract. No additional compensation will be allowed for this item.

Seeding

The canal banks shall be seeded from the edge of water elevation of 9.0 to top of bank elevation of 12.2. No additional payment shall be made for seeding and the cost thereof shall be considered incidental to canal maintenance services.

NORTH SPRINGS IMPROVEMENT DISTRICT



CANAL DREDGING AND CLEANOUT MAINTENANCE SERVICES

NORTH SPRINGS IMPROVEMENT DISTRICT RIVERSIDE DRIVE

REQUEST FOR PROPOSALS NO. RFQ#2024-02.2

SUBMITTAL FORM

Name of Company: _____

Contact Person: _____

Address: _____

Phone Number: _____

Email Address: _____

\$	<input type="text"/>	<input type="text"/>	<input type="text"/>	,	<input type="text"/>	<input type="text"/>	<input type="text"/>	.	<input type="text"/>	<input type="text"/>
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LUMP SUM AMMOUNT

Fill in appropriate currency numbers for your quote to NSID. This quote submission does not guarantee that your company will receive any work. NSID has made no promises to you in any way regarding this project. NSID may reject this and any other quotes with or without cause and chose any quote it feels is in the best interest of the District.

By submitting a quote, the firm agrees to all the terms of this RFP and Agreement.

I/We confirm that the Bidder has the capacity, capability, and licenses to fully meet or exceed the requirements and will be available to deliver per RFQ#2024-02.2.

By: _____
Authorized Representative

Print: _____

Date: _____

RFQ submittals shall be received by
Monday, April 8th 2024, at 11:00 a.m.

EXHIBIT "A"

CANAL DREDGING AND CLEANOUT MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT by and between North Springs Improvement District, an Independent Special District and public corporation of the State of Florida as created and existing in accordance with Chapter 2005-341, Laws of Florida, as amended and recodified from time to time, ("District"), and _____, a _____, located at _____ ("Contractor") is made as of the last date of execution by any party to this Agreement;

WHEREAS, the District requires Canal Dredging and Cleanout Maintenance Services on approximately 292 LF. on the Riverside Drive Canal South of Sawgrass Expressway, attached hereto as the Aerial Site, Exhibit "B," and solicited proposals for the provision of such services in 2024 pursuant to RFQ #2024-02.2 (the "RFQ"); and

WHEREAS, various proposals were received and evaluated and, at the meeting of the District Supervisors on April 17th, 2024, approval was given to contract for the provision of such canal dredging and cleanout services with the Contractor for a lump sum amount;

NOW THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth and for \$10 and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Maintenance. Throughout the term of this Agreement, Contractor shall provide to the District canal dredging and cleanout services, upon the District property described hereinafter, in accordance with the RFQ, including as set forth below.

a. District Property. Services shall be provided for the East Riverside Drive and NW 57th Street, depicted in the RFQ, Exhibit "B" hereto;

Services to be Provided by Contractor. The Canal Dredging and Cleanout Maintenance Services on the Riverside Drive Canal South of Sawgrass Expressway, required to be provided by the Contractor, shall consist of: the following is a list of services that must be completed by the Contractor 26 times annually or as requested, to the areas, attached hereto as the Aerial Site, Exhibit "B," unless otherwise stated within the RFP.

i. Mobilization:

- Staging area(s) is to be confirmed by NSID.
- Construction schedule to be sent and approved by NSID.
- Coordinate site access and provide necessary haul roads.
- Approval of any and all equipment used throughout services approved by NSID prior to mobilization.
- Approval of any tree removal, and/or trimming needed for service to be performed. (Contractor shall be responsible for removal, trimming or modifying tree(s) to perform scope of work. Contractor shall not be responsible to replace any removal of trees/ foliage that was removed or modified to perform scope of work.)
- Standard clearing and grubbing shall be done within the following areas: all areas to be demucked and filled.

ii. Dredging/ Cleanout:

- Install turbidity screens and provide equipment to control turbidity at all times during the work.
- Dredging and cleanout is to be performed by tracked equipment, not wheeled, unless given prior approval.
- Restore canal to original center elevation.
- If discovered caprock, before reaching elevation of -1, bring to attention of NSID. Assume Caprock is original elevation if found.
- Removal of all unsuitable material (clear and grub material) from site at no additional cost. Burning on site will not be allowed.
- As-Built survey for slopes and depth is to be provided at the Contractor's expense upon completion of excavation.

iii. Demobilization:

- Contractor is removal all material(s) off site at their expense.
- Seeding to be added where all damaged sod was located, at Contractor's expense.
- All equipment must be removed timely from completion of work pending final payment.

Dust Control

The Contractor shall provide the necessary equipment, materials, and labor forces to provide dust control in accordance with the District requirements for the entire length of the Contract. No additional compensation will be allowed for this item.

Seeding

The canal banks shall be seeded from the edge of water elevation of 9.0 to top of bank elevation of 12.2. No additional payment shall be made for seeding and the cost thereof shall be considered incidental to canal maintenance services.

If, within the guarantee period, defects are noticed by the District which require repairs or changes in connection with the guaranteed work, those repairs or changes being, in the opinion of the District, rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the District, and without expense to the owner:

- (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
- (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
- (3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected, and the Contractor and his shall be liable for all expenses incurred.

The terms and provisions of the RFQ are incorporated herein by reference, and in the event of any conflict, the provisions of this Agreement shall control.

2. Compensation. As compensation for the Contractor's full and faithful performance of all of the above referenced canal dredging and cleanout services, the District agrees to pay a total fixed fee not to exceed the total amount of \$_____. Prior to final payment and release of retainage the as built cross section(s) shall be approved by the District. If the canal slopes and depths are not acceptable, payment shall not be made until all slopes have been corrected.

3. Delays. The Contractor shall make a good faith effort to adhere to the contracted schedule. In the event the Contractor is unable to maintain the contracted schedule (i.e. poor weather conditions), and Contractor does not inform the District, the amount of \$100.00 per day for the failure to perform may be deducted from Contractor's fee.

4. Term. Unless terminated sooner in accordance with the terms of this Agreement, the Term of this Agreement shall be for a period of sixty (60) days substantial, ninety (90) days final, from the Date of Commencement.

5. Independent Contractor. Contractor has control over the means and methods by which it performs the services set forth in this Agreement. Contractor, its employees and agents, shall be deemed independent contractors and not agents nor employees of the District, and shall not attain any rights or benefits generally afforded District employees; furthermore Contractor, its employees and agents, shall not be deemed entitled to any benefits under the District's Workers Compensation, Insurance benefits or similar laws.

6. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and the District's agents, officers and employees from and against any and all claims, suits, damages, liabilities or causes of action, arising out of, related to, or in any way connected with this Agreement or the landscaping services provided hereunder (including the performance or non-performance of any of the provisions of this Agreement required of the Contractor), including but not limited to all claims for personal injury, loss of life or damage to property and from and against any orders, judgments or decrees which may be entered, and from and against all costs, attorney's fees and expenses incurred in connection with the defense of any such claims and investigation thereof, regardless of any negligence of the District or District's agents, officers or employees. The provisions of this paragraph shall survive any termination or expiration of the Term of this Agreement.

7. Insurance. Contractor shall provide, pay for and maintain in force at all times during the Term of this Agreement, a comprehensive general liability insurance policy with minimum bodily injury coverage of \$1,000,000 and \$200,000 property damage liability together with Commercial Automobile Liability insurance. Contractor shall also secure and pay for Workers Compensation Insurance in the amount required by Florida Statutes for all employees to the extent required for compliance with the "Workers Compensation Law" (Chapter 440, F. S.) of the State of Florida and any applicable federal laws, and shall keep such insurance in full force at all times during the Term of this Agreement, Exhibit "D." District shall be named as an additional insured on all insurance policies the Contractor is required to provide or maintain, except for any applicable Workers Compensation Insurance; and all insurance policies must be from financially sound carriers authorized to do business in Florida and must include a waiver of subrogation in favor of indemnities.

8. Standards. All work performed by the Contractor under this Agreement shall be performed in accordance with the standard of first-class landscaping and maintenance operations in the community where the services are provided.

9. Default by Contractor. In the event (i) Contractor fails to expeditiously and fully perform its services in accordance with the provisions of this Agreement, or (ii) Contractor or any employee or agent of Contractor shall file or record a lien against any property of the District, or (iii) Contractor is declared to be bankrupt or insolvent, or an assignment for the benefit of creditors is made by Contractor, or Contractor shall file a voluntary petition in bankruptcy or insolvency or a receiver shall be appointed

for Contractor and such appointment, bankruptcy or insolvency proceedings, petition, declaration or assignment is not set aside within 30 days, or (iv) any representation of a material fact made by Contractor to the District shall prove to be knowingly false or misleading, in any material respect, or (v) Contractor fails in the observance or performance of any covenant, Agreement or condition contained in this Agreement required to be kept, performed were observed by Contractor, or (vi) Contractor violates any laws, ordinances, rules, regulations or orders of any Public Authority having jurisdiction, then District may declare Contractor to be in default hereunder and exercise any remedies available to it under this Agreement or under the law.

10. Termination by Owner Due to Contractor's Default. If Contractor is in default under the provisions of this Agreement, the District may, without prejudice to any right or remedy, and after giving Contractor 15 days written notice to cure such default, terminate the Agreement and Contractor shall thereupon cease performance of any work under this Agreement and shall not be entitled to any further payment (other than payment for the value of work already performed to the extent such payment has not, at that time, yet been made).

11. Termination Without Cause. Either party may terminate this Agreement, for any reason, upon thirty (30) days written notice to the other party.

12. No Assignment/No Subcontractors. In as much as this contract is the product of competitive bidding, and the District has relied upon the experience, qualifications and history of the Contractor, this Agreement shall not be assignable without the written consent of the District, which consent may be withheld for any reason whatsoever, and Contractor agrees not to delegate any portion of the work or services required to be provided under this Agreement to any subcontractors unless prior permission is granted. Contractor must provide all qualifications and supporting documents of subcontractor(s) at the Districts request.

13. Compliance with Laws. Contractor agrees that in connection with its performance under this Agreement, it shall, at all times, comply with all applicable laws, ordinances and codes of all applicable governmental authorities.

14. Governing Law/Venue. This Agreement shall be interpreted and enforced in accordance with Florida Law, not including its conflict of law provisions. The exclusive venue for any litigation arising out of or relating to this Agreement shall be in Broward County, Florida.

15. Notice. All notices which may be given pursuant to this Agreement shall be in writing and shall be deemed to have been given if delivered by personal service, or be email with a confirmed transmission, or by Certified Mail Return Receipt Requested addressed to the Parties at their respective addresses indicated below or as the same be changed in writing from time to time ("Notice"). Such Notice shall be deemed given on the day on which personally served or properly transmitted via email with confirmation sent; or if solely by mail, on the fifth day after being posted or the actual date of receipt, whichever is earlier.

As to the District:

Rod Colon
District Manager
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
rodcol@nsidfl.gov

With a copy to:

Brenda Richard
District Clerk
North Springs Improvement District
9700 NW 52nd Street
Coral Springs, FL 33076
brendas@nsidfl.gov

and

With a copy to:

Richard Sarafan
District Counsel
Venable LLP
100 SE 2nd Street, 44th Floor
Miami, FL 33131
rsarafan@venable.com

As to the Contractor:

16. Miscellaneous.

a. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

b. No modification, amendment, or alteration of the terms and conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

c. This Agreement sets forth the full and complete understanding of the parties regarding the subject of this Agreement as of the effective date, and supersedes any and all negotiations, agreements, and representations related thereto made or dated prior to this Agreement except as otherwise set forth herein.

d. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

e. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in breach or violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including fees and expenses charged for representation at both the trial and appellate levels.

g. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS TO TRIAL BY JURY.

h. There are no intended third party beneficiaries under this Agreement.

i. Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Florida Statutes Section 112.311. Contractor further represents that no person having a conflict of interest shall be employed by Contractor to perform any function under this Agreement.

j. Contractor shall promptly notify the District in writing of all such conflicts of interest or any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of the work that the Contractor may undertake and shall request an opinion of the District as to whether the association, interest or circumstance would, in the opinion of the District, constitute a conflict of interest if entered into by the Contractor. The District agrees to notify the Contractor of its opinion by Certified Mail within thirty (30) days of receipt of notification by the Contractor if, in the opinion of the District, the prospective business association, interest or circumstance shall be deemed a conflict of interest with respect to services provided to the District by the Contractor under the terms of this Agreement. This Agreement does not prohibit the Contractor from performing services for any other special purpose taxing District, and such retention of the Contractor shall not constitute a conflict of interest under this Agreement.

k. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee or independent Contractor working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, individual, or firm other than a bona fide employee or independent Contractor working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

l. Contractor warrants and represents that all its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.

m. Contractor hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

17. Public Records. Contractor, pursuant to and in accordance with Section 119.0701, Florida Statutes, and to the extent Contractor might be deemed or determined to be an "Agency" as defined in F.S. 119.011(2), shall comply with the public records laws of the State of Florida, and specifically shall:

a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement should be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties pursuant to Sections 119.10 and 119.0701(4), Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**DISTRICT CLERK'S OFFICE
9700 NW 52ND STREET
CORAL SPRINGS, FL 33076
TELEPHONE: (954) 796-6603
EMAIL: BRENDAS@NSIDFL.GOV**

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all which taken together shall constitute one in the same Agreement. For purposes of execution scanned, emailed, or electronic signatures shall be deemed the equivalent of originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year shown next to their signatures.

NORTH SPRINGS IMPROVEMENT DISTRICT,

By: _____
Vince Moretti, President

Date: _____

Attest: _____
Grace Solomon, Secretary

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

EXHIBIT "B" SITE AERIAL(S)

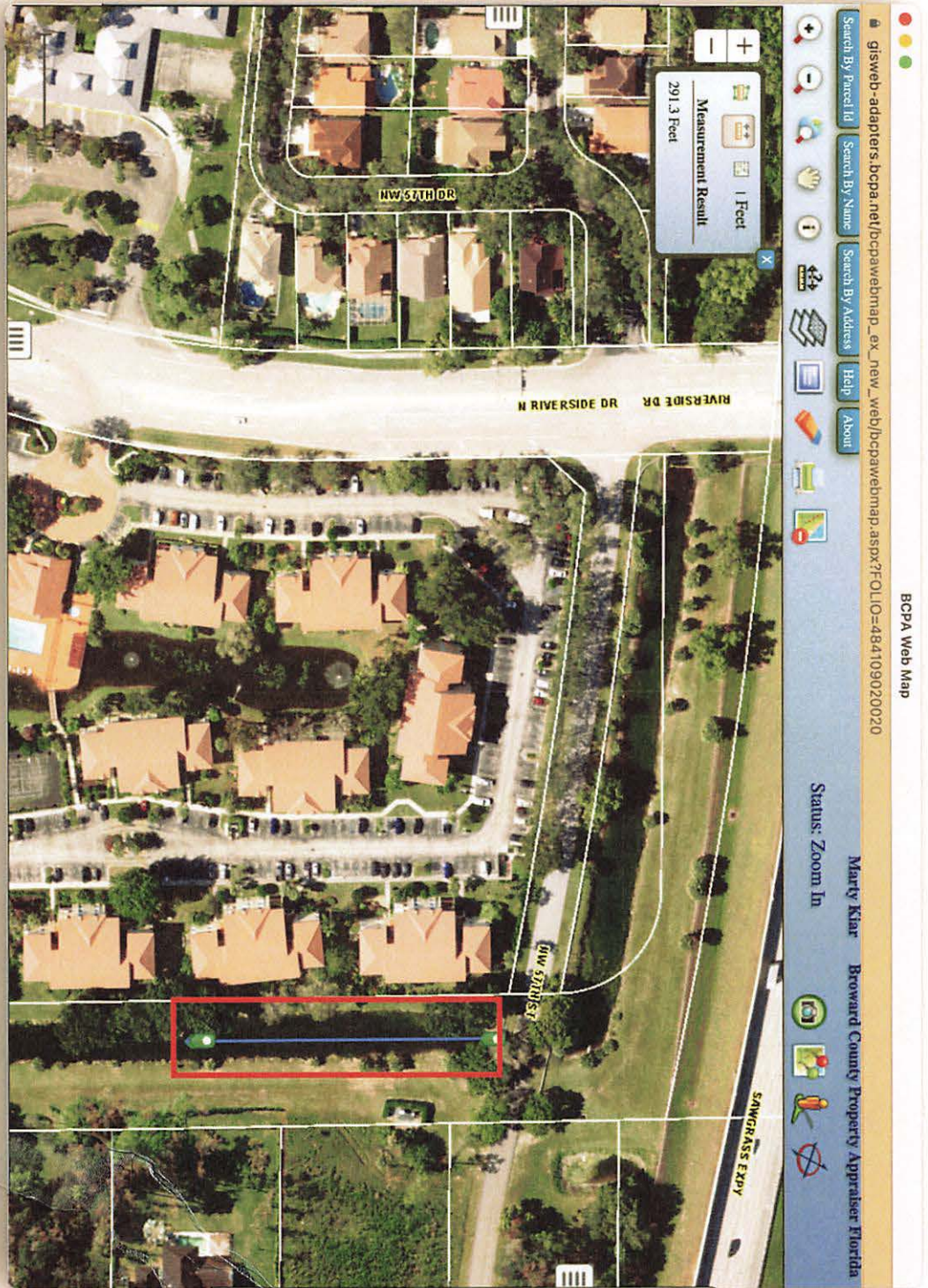
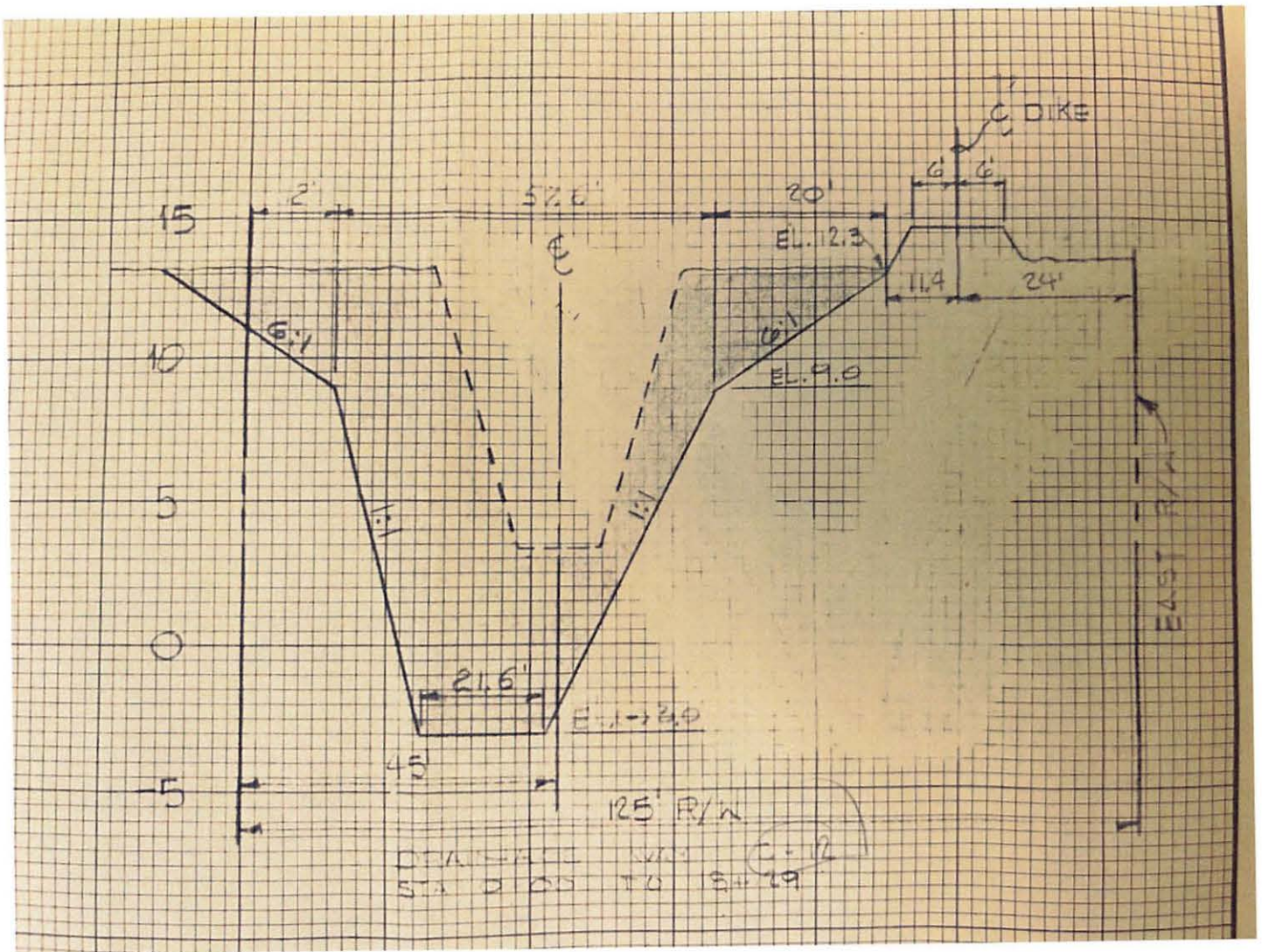


EXHIBIT "C" CROSS SECTION(S)



**FIFTH
ORDER OF BUSINESS**

Approval of Financials and Check Registers



North Springs Improvement District

9700 NW 52 ST

Coral Springs, FL 33076

Phone: (954) 752-0400 • Fax (954) 755-7317

To: Rod Colon, District Manager

From: Maryam Omidi, CFO

Re: Financials & Procurement

Date: April 09, 2024

I, Maryam Omidi, certify that the financials and procurement for the April 16, 2024 agenda meet the District's procurement criteria and comply with the District's Charter and State Law.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Maryam Omidi', is written over a light blue rectangular background.

Maryam Omidi, CFO

**North Springs Improvement District
General Fund
Summary Report
For the Period Ending February 29, 2024**

	ADOPTED BUDGET FY 24	PRORATED BUDGET THRU 02/29/2024	ACTUAL ENDING 02/29/2024	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	13,689,625	5,704,010	4,677,857	(1,026,154)
EXPENDITURES				
TOTAL EXPENDITURES	13,689,625	5,704,010	2,391,080	3,312,930
EXCESS REVENUES (EXPENSES)	-	-	2,286,777	2,286,777
FUND BALANCE BEGINNING				5,889,620
FUND BALANCE ENDING				8,176,397

**North Springs Improvement District
Water & Sewer Fund
Summary Report
For the Period Ending February 29, 2024**

	ADOPTED BUDGET FY 24	PRORATED BUDGET THRU 02/29/2024	ACTUAL ENDING 02/29/2024	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
TOTAL REVENUES	31,671,000	13,196,250	7,870,797	(5,325,453)
EXPENDITURES				
TOTAL EXPENDITURES	31,415,008	13,089,587	9,238,017	3,851,570
EXCESS REVENUES (EXPENSES)	255,992	106,663	(1,367,220)	(1,473,883)
FUND BALANCE BEGINNING				115,878,586
FUND BALANCE ENDING				114,511,366

**SIXTH
ORDER OF BUSINESS**

Adjournment