# NORTH SPRINGS IMPROVEMENT DISTRICT

# MEETING OF THE BOARD OF SUPERVISORS

July 09, 2025

# North Springs Improvement District

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

July 02, 2025

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 **Wednesday, July 09, 2025**, **at 4:00 P.M.** at 9700 NW 52nd Street, Coral Springs, Florida. Following is the advance agenda:

1. Roll Call
2. Approval of June 04, 2025, Meeting Minutes
3. Audience Comments and Supervisors' Requests on Non-Agenda Items
4. Staff Reports
   A. Manager
      I. Authorization for the District Manager to Negotiate and Enter into a Tri-Party Agreement for Right-of-Way Encroachment with the City of Parkland and Toll Brothers
   B. Attorney
   C. Engineer
      I. Award of Contract for RFB 2025-06, Canal Dredging Maintenance Program of District Property
      II. Consideration of Task Order 0725-1, Parking and Roadway at the North Springs Preserve
5. Approval of Financials and Check Registers
6. Adjournment

# SECOND
# ORDER OF BUSINESS

June 04, 2025, 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, June 4, 2025 at 4:00 p.m. in the district office, 9700 N.W. 52nd Street, Coral Springs, Florida.

Present and constituting a quorum were:

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| Grace Solomon | President |
| Anthony Avello | Secretary |
| Vince Moretti | Assistant Secretary |

Also present were:

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| Rod Colon | District Manager |
| Brian Sherman | District Counsel |
| Jane Early | District Engineer via Zoom |
| Brenda Richard | District Clerk |
| Katherine Castro | Executive Assistant |
| Nena Offenther | NSID |
| Maryam Omidi | NSID |
| Donna Holiday | GMS-South Florida, LLC via Zoom |
| Marc Grace | Citrin Cooperman |
| Officer Mears | Coral Springs Police Department |

The following is a summary of the discussions and actions taken at the June 4, 2025 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS** **Roll Call**

Mr. Colon called the meeting to order at 4:00 p.m. and called the roll.

**SECOND ORDER OF BUSINESS** **Approval of the Minutes of the May 7, 2025 Meeting**

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| On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the minutes of the May 7, 2025 meeting was approved as presented. |

**THIRD ORDER OF BUSINESS** **Audience Comments on Non-Agenda Items and Supervisor's Requests**

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS** **Presentation and Acceptance of the Financial Audit for Fiscal Year 2024**

Mr. Grace stated I am a partner with Citrin Cooperman, we are the independent auditors for North Springs Improvement District for the year ended September 30, 2024. I want to go over some of the highlights of the financial statements, some of the things the board might be most interested in. On the first couple of pages of the audit is the most important, that is what our job is, to provide an opinion on the financial statements. We gave a clean opinion on the financial statements, besides a correction from the prior year, we had a prior year adjustment related to fixed assets. It is a small discrepancy in some of the acres in the prior year that were assumed and then on depreciation that wasn't calculating correctly even though it was input correctly, it was just an IT type fluke that we resolved and corrected. The financial results, the district, Maryam and the rest of the staff provided multiple statements and schedules that demonstrate budgetary compliance. You also have the FRS plan, the retirement plan, all the required annual contributions were made, the district does have a significant amount of debt, all the required annual debt service was made, and all financial compliance requirements and covenants were met. In the back of the financial statement, you will see a few more reports. You have notes related to the governmental auditing standards, it talks about internal control over financial reporting and also compliance in other matters. I just mentioned about the depreciation of the fixed assets. Because there was a prior period adjustment there are some new requirements related to that so there are some findings in the back. We don't think these are anything systemic, I think it is a one-time issue that has been corrected in the system related to depreciation and it has been adjusted. There are some minor reports in there, one that goes to the auditor general. If there were any issues related to the audit, which would be more depreciation in the assets that is noted there. We didn't see anything that we talk about like a financial emergency related to the district, we run it through the system, and we check like an asset/debt ratio type stuff, no issues related to that. There is also a report related to investments, and the district is in compliance with that. A few other points to make as we go through the audit, there were no policies or anything that has really changed from the prior year to this year, there were

no unusual transactions, all significant transactions were in the proper period, there were very minimal journal entries. We came in very early after year end this year. If we came in and had to post a bunch of journal entries that means your books aren't in good shape. We don't come in here and do that, it is not a bookkeeping job, we are able to come in and actually do an audit. Kudos to Maryam and the rest of the team. There are no misstatements, we never have any disagreements with Maryam, Brenda, Rod or anyone else when we are doing the audit. All the records are open and available to us when we come out and do the audit. I appreciate the opportunity to be the independent auditor for the district, and I would be happy to answer any questions now any day in the future.

Mr. Colon stated we also have Maryam Omidi here, our CFO to also answer any questions.

Mr. Avello stated I have a couple questions. Regarding the letter that you sent the board I had spoken to you previously about it. On page 3 there were three bolded items, if you could briefly go over them and just explain because it says, during the audit we determined that the following are to be identified as significant risks, that is in the record and if you could just explain those risks.

Mr. Grace stated I was talking about required communications that we have. It kind of goes into several different things, it was noted that when we did the final communication that in our preliminary engagement letter that we didn't identify certain risks. That doesn't mean that, when we do audits like NSID for example, if you were to look at our audit software there is probably 30 identified risks, there are things that are related to cash, fixed assets so auditors have to identify risks. Some are significant some are not so significant but there is always a chance for anything. When I look at the one that we listed that wasn't identified previously in the engagement letter, that was just talking about revenue, revenue recognition kind of like a hot topic when it comes to auditing, it is very important. You will also see when it comes to the actuary that is related to pension these are just identified risks it is normally an auditor's responsibility to identify risks, and we also let management know what risks are identified. It is not specific. It is specific in the sense that you have a utility department, there is risk associated with utilities but maybe you don't have a swimming pool, there is no risk to a swimming pool or something like that. You don't have a lot of investments outside of regular governmental securities but if you were dealing in derivatives, derivatives would be a risk that we would

identify. These are just standard operating risks when we conduct an audit, we look at these things and we have to pay a little more attention because they have this.

Mr. Avello stated so there is nothing to correct here as to those bolded items.

Mr. Grace stated there are no issues, it is just the process.

Mr. Avello stated as it relates to the error on the land sale, I assume you have identified the problem and going forward make every effort to not make those errors again.

Mr. Colon stated yes.

Mr. Avello stated I appreciate the good work of you and Maryam on the audit.

> On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the fiscal year 2024 audit report was accepted.

**FIFTH ORDER OF BUSINESS Staff Reports**

**A. Manager**

**I. Authorization to Expend an Amount Not to Exceed $200,000 for Security Features to Remote Stations**

> On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor staff was authorized to expend an amount not to exceed $200,000 for security features to remote stations.

**II. Ratify Sole Source Purchase of Lift Station Replacement Parts**

> On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the purchase of lift station replacement parts from a sole source in the amount of $71,335.30 was ratified.

**B. Attorney**

Mr. Sherman stated House Bill 4023, which is the local bill for the district is still pending as enrolled and is yet to be sent to the governor, but it will be sent shortly. Senate Bill 700 recently passed and included in that are many of the provisions and includes a definition of water quality additives that prohibits the use of any additive that doesn't meet certain criteria. That becomes effective July 1, 2025. That includes fluoride as well as any other items that are not meeting that particular definition.

**C. Engineer**

**I. Approval to Piggyback on Cooperative Purchase Contracts for Bulk Delivery of Carbon Dioxide**

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| On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor staff was authorized to piggyback on cooperative purchase contracts for bulk delivery of carbon dioxide with New Smyrna Beach Utilities and Matheson Tri-Gas, Inc. as the primary and Pompano Beach and Airgas USA, LLC as a contingency |

**II. Ratify Emergency Repair to Containment Area**

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| On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the emergency repair to the containment area by East Coast Builders in the amount of $125,000 was ratified. |

**III. Ratify Quote from Indusco for Degasifier Repair**

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| On MOTION by Mr. Avello seconded by Ms. Solomon with all in favor the quote from Indusco for degasifier repair in the amount of $112,875 was ratified. |

**SIXTH ORDER OF BUSINESS Approval of Financials and Check Register**

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

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| On MOTION by Ms. Solomon seconded by Mr. Avello with all in favor the meeting adjourned at 4:22 p.m. |

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| Anthony Avello | Grace Solomon |
| Secretary | President |

# THIRD
# ORDER OF BUSINESS

Audience Comments and Supervisors' Requests on Non-Agenda Items

# FOURTH
# ORDER OF BUSINESS

## STAFF REPORTS – A. MANAGER

Authorization for the District Manager to Negotiate and Enter into a Tri-Party Agreement for Right-of-Way Encroahment with the City of Parkland and Toll Brothers

# FOURTH
# ORDER OF BUSINESS

## STAFF REPORTS – B. ATTORNEY

# FOURTH
# ORDER OF BUSINESS

## STAFF REPORTS – C. ENGINEER

I. Award of Contract for RFB 2025-06, Canal Dredging Maintenance Program of District Property

NORTH SPRINGS IMPROVEMENT DISTRICT

**To:** Board of Supervisors

**Date:** July 7th, 2025

**Re:** RFB 2025-06 NSID Canal Dredging Maintenance Program

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The District received eight (8) inquiries regarding RFB 2025-06 for the Canal Dredging Maintenance Program of District Property. Two (2) submittals were received, but one (1) submittal did not meet the requested specifications, including bid bond, certifications, and insurance requirements, and was deemed non-responsive.

The RFB 2025-06 for the Canal Dredging Maintenance Program of District Property, consists of, but is not limited to, all labor, materials, mobilization, demobilization, and disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and **any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.**

The following **total cost per cubic yard** bids were received:

| COMPANY | RFB Submittal Received | AMOUNT (cost per c/y) |
|---|---|---|
| Ballard Marine Construction | Requested | - |
| C&M Dredging | Requested | - |
| East Coast Builders & Developer | Requested /Submittal Received | $833.00 |
| Euna Solutions | Requested | - |
| Michels Construction, Inc. | Requested | - |
| PHI Construction, Inc. | Requested / Non-Responsive | $1,250.00 |
| Rio-Bak Corporation | Requested | - |
| Takco Construction | Requested | - |

Staff recommends East Coast Builders & Developers, Inc. in the amount of $833.00 per cubic yard.

# Memorandum of Understanding

**July 8, 2025**

**Subject: Award Recommendation for Canal Dredging Project**

NSID recently solicited bids for the Canal Dredging Project. Upon review of the bids received, it was determined that they were submitted on a per cubic yard basis rather than the **per truckload** basis originally intended by NSID.

In accordance with NSID's procurement policy, which allows for the waiver of technical irregularities and negotiation with the lowest qualified bidder, NSID staff entered into discussions with **East Coast Builders & Developers, Corp.**, the lowest qualified bidder. Following these discussions, both parties have agreed upon **a unit cost of $41.65 per cubic yard, based on a 20 cubic yard dump truck**, for hauling and offsite disposal.

Based on this agreement, **NSID staff recommends awarding the contract to East Coast Builders & Developers, Corp.** at the negotiated rate of **$41.65 per cubic yard based on a 20 cubic yard truck.**

North Springs Improvement District

By: RCC

Date: 7/8/25

Rod Colon
*District Manager*
North Springs Improvement District

East Coast Builders & Developers Corp.

By: FRANK ANZALONE

Date: 7/8/2025

ORIGINAL

**NORTH SPRINGS IMPROVEMENT DISTRICT**

**CANAL DREDGING MAINTENANCE PROGRAM OF DISTRICT PROPERTY**
**REQUEST FOR BIDS NO. RFB#2025-06**

# SUBMITTAL FORM

**Name of Company:** East Coast Builders and Developers Corp

**Contact Person:** Frank Anzalone

**Address:** 4611 South University Drive, Ste 151, DAVIE, FL 33328

**Phone Number:** Frank Anzalone (954) 274-5924

**Email Address:** EASTCOASTDAVIE@GMAIL.COM

Pricing: The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.

## Total Cost Per Cubic Yard: $ 833.00

This bid 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 bids with or without cause and choose any bid it feels is in the best interest of the District.

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District, duly executed by the Bidder as principal and having a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in the amount of **$5,000.00.** The Bid must meet all requirements, and all signed forms must be submitted. By submitting a bid, the firm agrees to all the terms of this Request for Bid (RFB) and the accompanying 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 RFB#2025-06.

By: _____
Authorized Representative

Print: Frank Anzalone Date: JULY 3rd 2025

RFB submittals shall be received by
**Tuesday, July 7th, at 10:00 a.m.**

**NORTH SPRINGS IMPROVEMENT DISTRICT**

**CANAL DREDGING MAINTENANCE PROGRAM OF DISTRICT PROPERTY**
**REQUEST FOR BIDS NO. RFB#2025-06**

# SUBMITTAL FORM

**Name of Company:** PHI Construction

**Contact Person:** George Morris

**Address:** 5155 SW 192nd Terr SWR, Fl 33332

**Phone Number:** 9505206105

**Email Address:** glm@phiconstruction.com

**Pricing:** The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and **any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.**

## Total Cost Per Cubic Yard: $ 1,250.00

This bid 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 bids with or without cause and choose any bid it feels is in the best interest of the District.

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District, duly executed by the Bidder as principal and having a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in the amount of **$5,000.00.** The Bid must meet all requirements, and all signed forms must be submitted. By submitting a bid, the firm agrees to all the terms of this Request for Bid (RFB) and the accompanying 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 RFB#2025-06.

By: George Morris George Morris
Authorized Representative

Print: George Morris Date: 06/28/2025

RFB submittals shall be received by
**Tuesday, July 7th, at 10:00 a.m.**

# EXHIBIT "A"

## CANAL DREDGING OF DISTRICT PROPERTY 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 EAST COAST BUILDERS AND DEVELOPERS CORP., a FLORIDA CORPORATION, located at 4611 SOUTH UNIV. DR. DAVIE, FL. 33328 STE 151 ("Contractor") is made as of the last date of execution by any party to this Agreement;

WHEREAS, the District requires a canal dredging maintenance program located within the North Springs Improvement District canal system, Exhibit "B", and solicited bids for the provision of such services in 2025 pursuant to RFB #2025-06 (the "RFB"); and

WHEREAS, various bids were received and evaluated, and, at the meeting of the District Supervisors on _____, 2025, approval was given to contract for the provision of such canal dredging with the Contractor for a fixed price of total cost per cubic yard;

NOW THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth 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. Scope of Services. Throughout the term of this Agreement, Contractor shall provide to the District canal dredging maintenance program, upon the District property described hereinafter, in accordance with the RFB, including as set forth below.

a. District Property. Services shall be to provide for the North Springs Improvement District canal system;

b. Services to be Provided. The canal dredging maintenance program at such location, required to be provided by the Contractor, shall consist of:

i. Contractor shall provide canal dredging for cleaning waterway canals and removing debris, silt, vegetation, and other obstructions to restore the canals' original geometry, and shall consist of the following list of services that must be completed by the Contractor, attached hereto unless otherwise stated within the RFB.

ii. The selected Contractor will adhere to the bid specifications detailed in this document and will carry out canal dredging within the District's canal system (Exhibit B).

iii. The Contractor shall supply all labor, supervision, materials, supplies, tools, equipment, permits, and any other necessary incidental items required to perform and complete the canal dredging within the District. The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.

iv. The Contractor is responsible for conducting surveys, performing geotechnical and environmental investigations, testing, maintaining traffic, and fulfilling any other incidental requirements necessary to complete the project, which shall be included in the Total Cost Per Cubic Yard price. The Contractor shall coordinate with all relevant state, federal, and local permitting agencies to secure the necessary construction permits. The Contractor must obtain all necessary permits not obtained by NSID and make any required modifications to permits acquired by the City of Coral Springs or the City of Parkland.

v. **Mobilization:**

- Staging areas must be reviewed and approved by NSID.
- Construction schedule must be reviewed and approved by NSID.
- Traffic control plan must be reviewed and approved by NSID.
- Coordinate site access and provide necessary haul roads.
- Approval of all equipment used throughout the services must be obtained from NSID prior to mobilization.

vi. **Dredging/ Cleanout:**

- Test dredged material to determine suitability for disposal facilities.
- Proper disposal of all removed materials as required by local, state, and federal regulations.
- Install turbidity screens and provide the necessary equipment to continuously monitor and control turbidity during the work.
- Restore the canal to its original center elevation. Dredge the canal to the target dredging depths as specified in the cross sections provided and approved by the South Florida Water Management District (SFWMD). Exercise caution in this area.
- Dredging and cleaning out are to be performed by tracked equipment, not wheeled equipment, unless prior approval is given.
  - If Caprock is encountered before reaching elevation, the Contractor shall notify NSID. Assume that Caprock represents the original elevation if found.
  - Remove all unsuitable material, including but not limited to debris, silt, vegetation, and other obstructions, from the site to reestablish the canals' original geometry. Burning on-site will not be permitted.
- Do not disturb existing canal bank slopes and canal slopes below the waterline, as shown in the corresponding exhibit.
- As-built survey, performed by an independent licensed surveyor, for slopes and depth is to be provided at the Contractor's expense upon completion of excavation.

vii. **Invasive Tree Removal:**

- Approval of any tree removal, and/or trimming is needed for the service to be performed. (The Contractor shall be responsible for removing, trimming, or modifying tree(s) to fulfill the scope of work. The Contractor shall not be responsible for replacing any removed trees/ foliage that was removed or modified to perform the scope of work.)
- Remove all invasive and/or overgrown trees to stake out the property line.
- Remove all fallen trees from the property.
- Dispose of all tree removal from the location.
- Grade out where the tree removal was done.
- The area shall be restored to its original condition, including but not limited to sod and mulch.

viii. **Demobilization:**

- Removal of all material(s).
- All equipment must be removed promptly after completion of work pending final payment.

ix. **DUST CONTROL:**

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

x. **SODDING:**

The canal banks shall be sodded from the edge of the water to the edge of the right of way—sod where any construction activities have caused damage. No additional payment shall be made for sodding, and the cost thereof shall be considered incidental to canal dredging.

## xi. FINAL CLEANING:

a. Employ experienced workers or professional cleaners for final cleaning.

b. Remove temporary protection and facilities installed to safeguard the work during construction.

c. Comply with the regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

d. Where extra materials of value remaining after completion of the associated work have become the District's property, arrange for the disposition of these materials as directed.

## xii. QUALITY CONTROL:

The Contractor shall provide and pay for inspections, tests, and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. This includes, but is not limited to, sediment testing before dredging and turbidity monitoring throughout the project.

a. Costs for these services shall be included in the Total Cost Per Cubic Yard.

b. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

c. The Contractor is responsible for and shall pay the costs of retesting when required by the Engineer or the Owner, as well as the costs of any additional testing needed or required by the Contractor.

d. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and the agency is not notified sufficiently in advance of the cancellation to avoid the trip.

## xiii. AS-BUILT DRAWINGS:

The Contractor shall survey the site before and after the work is completed to calculate the total cubic yards removed from the project site. Contractor shall maintain at all times "as-built" drawings that clearly indicate any deviations from the provided drawings, furnished by the District. The as-built drawings will be subject to review prior to approval of each progress payment.

Upon completion of the project, the Contractor shall deliver a complete set of as-builts that are clearly and legibly marked, showing the original canal geometry, the extent of dredging performed, and any alterations or modifications made during the process. All documents must be signed and sealed, depicting the entirety of the work carried out during the dredging project. The Contractor shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats, as well as the specifications in Word Format, to NSID. Additionally, the Contractor shall provide photo documentation of project progress. These as-built prints are to be delivered before final payment is made.

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:

a. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

b. (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

c. (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 RFB 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, the District agrees to pay a total cost per cubic yard in the total amount of $ 41.65 . Prior to final payment per project and release of retainage, the as-built cross section(s), and other documents requested per the bid documents 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 five (5) years, from the Date of Execution.

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. A certificate of insurance from the contractor or vendor is required prior to commencing work and/or the commencement of a contract. The Clerk's Office and Accounting Department will ensure all certificates are valid and meet insurance requirements. A certificate of insurance is a standard form issued by an insurance company, which evidences the insurance information (including policy limits and types of insurance) of its policyholder. The following minimum

insurance standards shall apply to all contractors and vendors performing, selling or distributing products and services at the North Springs Improvement District.

**Minimum Insurance Requirements**

During the term of the contract, contractor, vendor, or services provider, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the Contract. Contractor, vendor, or service provider shall provide the following coverage and limits:

- **Commercial General Liability Insurance:** Including bodily injury and property damage liability in an amount not less than $1,000,000 combined single limit, per occurrence and $2,000,000 aggregate.
- **Automobile Liability:** For vendors/contractors who will drive on District property, automobile liability insurance in an amount not less than $1,000,000, combined single limit.
- **Workers' Compensation:** Statutory limits are required of $1,000,000 each accident, $500,000 Disease Policy limit, and $500,000 Disease per Employee.

Exempt contractors or service providers must provide a Certificate of Exemption from the State of Florida Department of Financial Services Division of Workers' Compensation. Vendors and contractors shall name North Springs Improvement District as additional insured on its general liability insurance policy as it pertains to the work done/service provided/product delivered to the District and shall provide a 30-day notice of cancellation or nonrenewal of coverage to the District.

8. Standards. All work performed by the Contractor under this Agreement shall be performed in accordance with the standard of first-class 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 Sub-Contractors. 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 Sub-Contractors.

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
rodc@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:

Brian J. Sherman
District Counsel
Goren Cherof Doody & Ezrol PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
BSherman@gorencherof.com

As to the Contractor:

EAST COAST Builders + Developers
Frank Anzalone
4611 S. UNIV. DR, 151
DAVIE FL 33328
(954) 274-5924
EASTCOASTDAVIE@GMAIL.COM

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 with may influence or appear 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 bonafide 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 bonafide 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. Scrutinized Companies.

Contractor, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

a. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to ¬ß215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

c. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

d. Is engaged in business operations in Syria.

19. 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:_____
Grace Solomon, Secretary

Date:_____

Attest:_____
Anthony Avello, Secretary

Date:_____

**CONTRACTOR:**

By: [signature]

Name: EAST COAST BARRICADES FRANK ANZALONE

Title: President

Date: 7/8/2025

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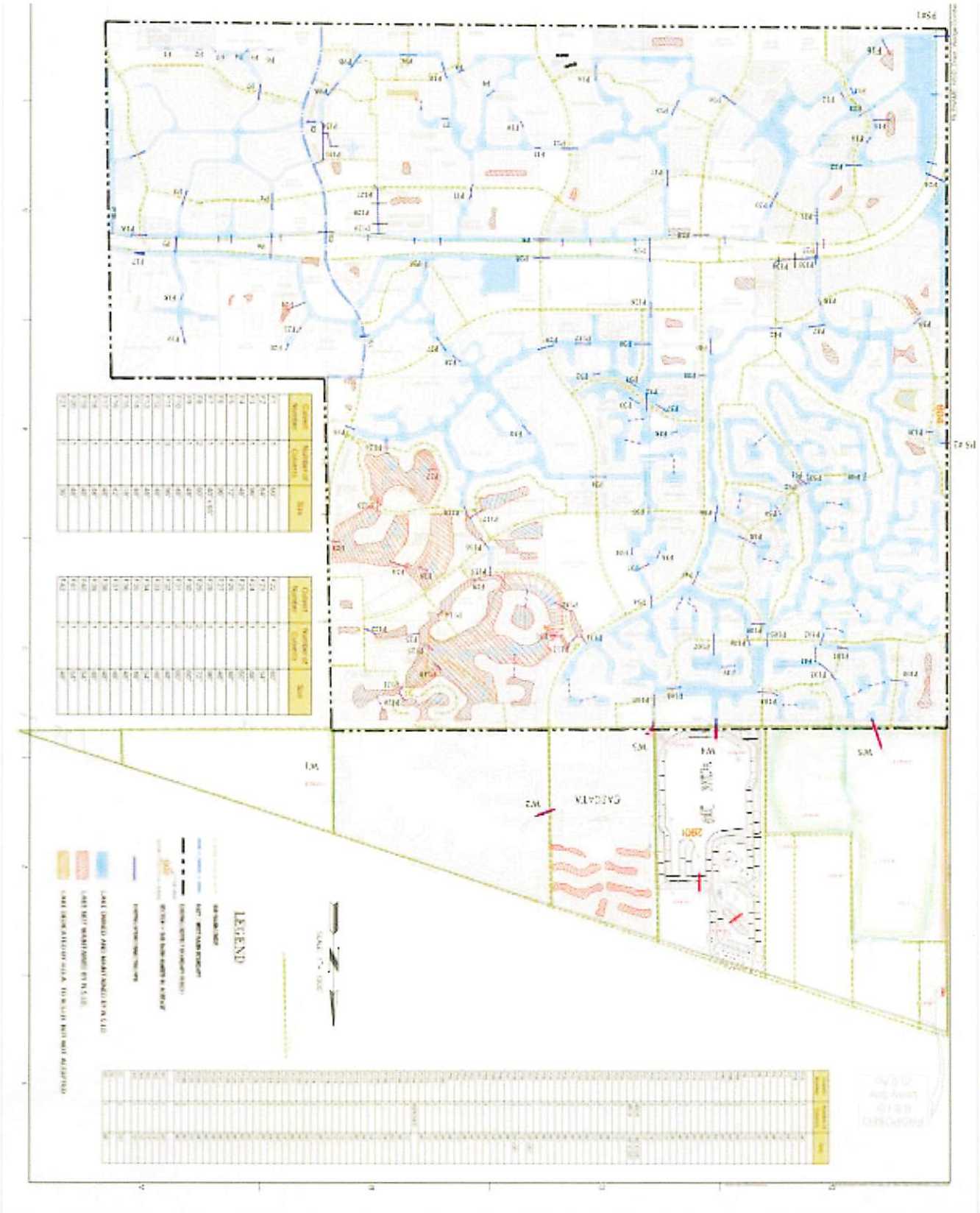
## EXHIBIT "B"

## NORTH SPRINGS IMPROVEMENT DISTRICT CANAL SYSTEM



# NORTH SPRINGS IMPROVEMENT DISTRICT
# REQUEST FOR BIDS

## CANAL DREDGING MAINTENANCE PROGRAM OF DISTRICT PROPERTY
## RFB # 2025-06

The North Springs Improvement District requests sealed bids from qualified contractors for canal dredging. Services include cleaning waterways and removing debris, silt, vegetation, and other obstructions to restore canal geometry. The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and **any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.**

Interested respondents must hand-deliver or mail all requested materials by **10:00 A.M. (EST) on July 7th, 2025.** No emailed or faxed submissions will be accepted. The District will publicly open and read proposals on this date.

For a copy of the RFB and related documents, please email **clerk@nsidfl.gov**. The deadline for questions is **June 27th, 2025, by 10:00 a.m.** Late questions will not be addressed.

All bids must be sealed and addressed to:

**North Springs Improvement District**
**ATTN: District Clerk (RFB #2025-06)**
**9700 NW 52nd Street, Coral Springs, FL 33076**

NSID reserves the right to reject any or all bids, re-advertise for bids, or take any other such actions that may be deemed in the best interests of NSID.

# GENERAL INFORMATION

In order to be considered responsive, all proposals must be made in accordance with these instructions for proposers.

## 1. EXAMINATION OF DOCUMENTS

It is the responsibility of each Proposer, before submitting a Proposal, to a) Examine the RFB Documents thoroughly; and b) consider federal, state, and local laws and regulations, and local conditions that may affect cost, progress, or performance or provision of the commodities and services; (c) study and carefully correlate Bidder's observations with the Bid Documents, and (d) notify NSID of all conflicts, errors and discrepancies in the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement, that without exception, the Bid is premised upon performing the services and/or furnishing the commodities and materials, and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

## 2. DISCLOSURE

North Springs Improvement District reserves the right to reject any or all quotes, bids, & proposal, with or without cause, to waive technical errors and informalities, and to accept any bid from a proposer that 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 bid, but rather the overall price & reputation of the Contractor.

By submitting a bid, the firm agrees to all the terms of this Request for Bid (RFB) and the attached Canal Dredging Agreement as Exhibit "A."

Any exceptions to the Agreement must be stated in the bid. Any bid 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 bid. The successful candidate will not be entitled to any changes or modifications unless they were first stated in the bid. The North Springs Improvement District reserves the right to reject any bid(s) containing exceptions or modifications to the Agreement.

## 3. ADDENDUM:

An addendum, if needed, will be issued prior to the opening of bids. These addenda intend to clarify, correct, or change the scope of work and/or bidding documents.

It is the responsibility of the Bidder to view the website (www.nsidfl.gov/projects) to determine if any addenda has been issued, or to contact the NSID at **clerk@nsidfl.gov** if any addenda has been issued. In some cases, where the addendum directly affects the scope of work or a change in the project's cost, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered non-responsive.

## 4. INTERPRETATIONS AND ADDENDA

To ensure fair consideration for all Bidders, NSID prohibits communication to or with any department, officer or employee during the submission process except as provided below.

If the Bidder should be in doubt as to the meaning of any of the Bid documents or is of the opinion that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Bidder shall submit a written request directed to the NSID Clerks Office (CLERK@NSIDFL.GOV) to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the NSID in response to such questions will be issued in the form of a written addendum, e-mailed to all parties recorded by the NSID Clerks Office as having received the Bid documents. The issuance of a written addendum by NSID shall be the only official method whereby such an interpretation or clarification will be made. In some cases, where the addendum directly affects the scope of work or a change in the cost of the project, the omission of the signed addendum being returned with the bid submittal may cause the bid to be considered non-responsive.

If the Bidder is currently working as a Contractor or subcontractor with NSID, performing duties that are separate from the scope of this RFB, the Bidder shall only communicate in reference to their scope outside this RFB.

## 5. FAMILIARITY WITH THE LAW:

By submitting a bid, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations that affect the work in any manner. 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 Proposer will in no way relieve it from responsibility to perform the work covered by the bid in compliance with all such laws, ordinances, and regulations.

## 6. FAMILIARITY OF THE PROJECT:

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

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself 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; the District shall make no allowance for the Proposer's failure to do so.

## 7. OCCUPATIONAL HEALTH & SAFETY

Bidder shall comply with all State and federal standards and requirements regarding the transport, use, installation, disposal, generation, and/or delivery of any toxic substance as defined therein.

## 8. QUALIFICATION OF BIDDERS:

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to NSID, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to NSID, or who is deemed irresponsible or unreliable by the NSID.

As part of the Bid evaluation process, NSID may conduct a background investigation, including a record check by the Coral Springs Police Department or Broward County Sheriff's Department. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to such investigation. NSID shall be the sole judge in determining Bidder's qualifications.

## 9. 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 bid.

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

## 10. BID PRICE

Bidder warrants by virtue of bidding that prices, terms, and conditions in the Bid will be firm for acceptance for a period of 120 calendar days from the date of Bid opening unless otherwise stated by NSID.

The Bid price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, permit fees, license fees, tests, and any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.

## 11. BID SECURITY:

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in an amount of **$5,000.00.**

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract or furnish the required Bonds within fifteen (15) calendar days of the Notice of Award, NSID may annul the Notice of Award, and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three (3) lowest bidders will be returned within seven (7) calendar days after NSID and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Bid opening, upon the demand of any Bidder at anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney, in fact, or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

The Bid Security filed with the Bid shall be forfeited in its entirety to NSID as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of written Notice by the District.

## 12. RESPONSE/PRESENTATION COSTS

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

## 13. BID SUBMITTALS:

Submit the entire proposal package in a sealed envelope or box, as outlined in the Request for Bids/Advertisement. The Contractor must also submit its bid using the attached document forms. Contractor must have experience with similar projects, preferably completed within the last 36 months, and demonstrate no adverse performance during such completions.

**ALL SUBMITTALS MUST INCLUDE:**

- One (1) original and five (5) copies of the proposal, each submitted in three-ring binders and marked accordingly as "original" or "copy." Entries must be completed in ink or typed.
- One (1) Flash drive containing all materials submitted in PDF format.

Bids must be received **by Tuesday, July 7th, 2025, at 10:00 A.M**. Each submission must include the cost bid submittal form, along with all items in the Proposal Package necessary for a responsive Proposal. **The Proposer is responsible for ensuring** that the Proposal Package is complete and received at the proper time. No responsibility will be attached to NSID for the premature opening of a Bid not properly addressed and identified.

Bids must be typed or written in ink. The use of erasable ink is not permitted. All blanks on the Bid Form must be completed. Names must be typed or printed below the signature. Facsimile Bids will not be accepted.

Bids should be mailed or delivered to:

**North Springs Improvement District**
**Attn: RFB #2025-06; Canal Dredging Maintenance Program of District Property**
**9700 NW 52 Street**
**Coral Springs, FL 33076**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, all Bidders should be aware that the Invitation to Bid and the responses thereto are in the public domain. However, the Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bids received from Bidders in response to the Invitation to Bid will become the property of NSID and will not be returned to the Bidders. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the NSID.
The submitted Bid shall constitute a firm offer on the part of the Bidder to furnish the commodities and/or services requested.

## 14. WITHDRAWAL OF BID:

The bid may be withdrawn by the Proposer by means of a written request, signed by the Proposer or its duly authorized representative. Such a written request must be delivered to the place specified in the Request for Bids/Advertisement for the receipt of Bids prior to the scheduled closing time for receipt of Bids. Modifications will not be accepted or acknowledged.

## 15. PROPOSAL EVALUATION:

The District shall award to the responsive and qualified Proposer whose bid is determined to be the most advantageous to the District. Evaluation of proposals shall be based on the evaluation factors set forth in the request for proposals and any other relevant information obtained through the evaluation process.

## 16. SELECTION COMMITTEE AND EVALUATION FACTORS:

The Selection Committee will be established and tailored to the intricacies and demands of the procurement process, as detailed in the bidding documents.

Should the expertise required to evaluate bids exceed the available skills within District staff, the District may engage specialized consultants, bringing in seasoned professionals with the necessary technical knowledge to ensure a thorough evaluation.

The Selection Committee will thoughtfully rank each bid, guided by the specific evaluation criteria laid out in the bidding documents, ensuring a transparent and equitable assessment process that highlights the strengths and merits of each submission.

Criteria utilized by NSID for determining the most responsible and responsive Bidder include, but are not limited to, the following:

(a) Ability of Bidder to meet published specifications.

(b) Bidder's experience and references, including but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any sub-contractors and other persons providing labor or materials to Bidder. Payment history with sub-contractors under previous contracts.

(c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength, and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment, and the quality, availability, and adaptability thereof to the particular use(s) required.

(d) Whether Bidder can perform the Contract promptly or within the time specified, without delay or interference.

(e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the goods or services.

(f) A Bidders litigation history.

(g) Price.

## 17. RESERVATION OF RIGHTS:

North Springs Improvement District Board of Supervisors (B.O.S.) reserves the right to waive any informality or irregularity in any bid received, or reject any and/or all bids, or re-advertise. The District reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Owner. For and in consideration of the District considering bids submitted, the Proposer, by submitting its bid, expressly waives any claim to damages of any kind whatsoever in the event the Owner exercises its right to cancel the award in accordance herewith. In the event only one responsive proposal is received, the District reserves the right to negotiate and award to the sole Proposer; re-advertise the request for proposal, with or without making changes to the evaluation factors; or elect not to proceed. The North Springs Improvement District B.O.S. reserves the right to select, from among the various bid alternates, those alternates to be included in the final Contract, as well as the right and option to award or re-solicit bids, alternates in any sequence or at any time deemed to be in the best interest of the District.

## 18. OPENING OF BIDS

Bids will be opened publicly on the date, at the location, and at the time specified in the Invitation to Bid. The District will publicly open the proposals, read the bidder and pricing aloud only.

## 19. AWARD OF CONTRACT:

If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder. NSID will evaluate the bidders to ensure that the award is in NSID's best interests and will provide the best services at a fair and warranted price based on the evaluation criteria.

Final rates will be determined in negotiations with the qualified Applicant after the proposal submissions have been reviewed and contract negotiations have begun. Although NSID may begin contract negotiations based on the submitted proposal, NSID reserves the right to discuss the proposal with those Applicant(s) falling within a competitive range, request revised pricing offers from them, and make an award or conduct negotiations thereafter.

## 20. EXECUTION OF CONTRACT

The successful Proposer shall assist and cooperate with the District in executing the Contract, and within fourteen (14) calendar days following its presentation (if requested), shall execute same and return it to the District along with any other documentation that may be required by the Contract Documents to be submitted at that time.

## 21. TERM OF AGREEMENT

The agreement shall last five (5) years, and prices will remain firm. If this contract is not renewed before the expiration of any term, this contract shall continue to be honored on a month-to-month basis until this contract has been renewed.

## 22. CONTINUITY OF SERVICES

Upon the expiration of this contract, the Contractor shall be willing to aid the District in all ways possible in continuing the services provided under this agreement uninterrupted until the contract has been renewed or a new contract has been awarded.

## 23. NOTICE TO PROCEED

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

## 24. AVAILABILITY OF FUNDS

The obligation of North Springs Improvement District to enter into the Contract with the accepted Proposer is subject to the availability of funds lawfully appropriated for the services by the North Springs Improvement District B.O.S.

## 25. PAYMENT

The District will make payment in accordance with the requirements of the Local Government Prompt Payment Act, F.S. § 218.

a. North Springs Improvement District will determine the method of payment for goods and/or services as part of this agreement at its sole discretion.

b. Payment Methods include – payment by check, wire transfer, or other cash equivalent.

## 26. INSURANCE REQUIREMENTS

A certificate of insurance from the contractor or vendor is required prior to commencing work and/or the commencement of a contract. The Clerk's Office and Accounting Department will ensure all certificates are valid and meet insurance requirements. A certificate of insurance is a standard form issued by an insurance company, which evidences the insurance information (including policy limits and types of insurance) of its policyholder. The following minimum insurance standards shall apply to all contractors and vendors performing, selling or distributing products and services at the North Springs Improvement District.

**Minimum Insurance Requirements**

During the term of the contract, contractor, vendor, or services provider, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the Contract. Contractor, vendor, or service provider shall provide the following coverage and limits:

• **Commercial General Liability Insurance:** Including bodily injury and property damage liability in an amount not less than $1,000,000 combined single limit, per occurrence and $2,000,000 aggregate.

• **Automobile Liability:** For vendors/contractors who will drive on District property, automobile liability insurance in an amount not less than $1,000,000, combined single limit.

• **Workers' Compensation:** Statutory limits are required or $1,000,000 each accident, $500,000 Disease Policy limit, and $500,000 Disease Each Employee.

Exempt contractors or service providers must provide a Certificate of Exemption from the State of Florida Department of Financial Services Division of Workers' Compensation. Vendors and contractors shall name North Springs Improvement District as additional insured on its general liability insurance policy as it pertains to the work done/service provided/product delivered to the District and shall provide a 30-day notice of cancellation or nonrenewal of coverage to the District.

## 27. ADDITIONAL CONTRACTOR REQUIREMENTS

The successful Proposer will be required to monitor the performance of his employees on a periodic basis while they are assigned to the District. The successful bidder(s) is required to comply with the Immigration Reform Act of 1986 (IRCA), which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

## 28. FEDERAL, STATE, AND COUNTY REGULATIONS

The successful Proposer and their employees shall conform to all Federal, State, and County regulations while in the performance of their contracts. Any individual found not to conform shall not be allowed to start to work or, if started, shall be required to leave the job site immediately. Continued violations by any Successful Proposer shall result in the immediate termination of the Successful Proposal contract.

## 29. LICENSES

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

## 30. PERMITS

The Contractor shall obtain all necessary permits for the contract to be performed. All fees required for any necessary permits shall be paid by Contractor.

## 31. LANDSCAPING CODE

It is the Contractor's responsibility to be familiar with the landscaping code of ordinances within the City of Coral Springs and the City of Parkland. The Contractor will adhere to all requirements when performing work in the designated city in which the work is being performed.

## 32. PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, 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 of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, or consultant under a contract with any public entity, and may not transact business with any public entity is excess of the threshold amount provided in Florida Statutes section 287.017 for CATEGORY TWO (currently $25,000) for a period of 36 months from the date of being placed on the convicted Vendor list. A "Public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with the State of Florida, any of its departments or agencies, or any political subdivision of the State of Florida, or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any

lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

### 33. TAXES

The Successful Bidder shall pay all applicable sales, consumer use, and other similar taxes required by law. Cost of all sales and other taxes for which the Proposer is liable under the Contract shall be included in the Proposal.

### 34. AUDIT RIGHTS

NSID reserves the right to audit the records of the Successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of five (5) years after completion and acceptance by NSID. If required by NSID, the Successful Bidder agrees to submit to an audit by an independent certified public accountant selected by NSID. The Successful Bidder shall allow NSID to inspect, examine, and review the records of the Successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

### 35. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of NSID or any of its agencies. Further, all Bidders must disclose the name of any public officer or employee of NSID who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

### 36. DISADVANTAGES OF BUSINESS ENTERPRISE

Contractor, consultants, sub-contractors, and/or sub-recipients shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in termination of the contract or such other remedy as the recipient deems appropriate.

### 37. SCRUTINIZED COMPANIES

Contractor, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

a. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to ¬ß215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

c. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

d. Is engaged in business operations in Syria.

**38. DEBARMENT**

The proposer certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department, government, or agency;

b. Have not within a ten (10) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification; and

d. Have not within a ten (10) year period preceding this proposal had one or more public/government transactions or contracts (Federal, State, or local) terminated for cause or default.

***END OF PAGE***

# SCOPE OF SERVICES

## PROJECT BACKGROUND

The North Springs Improvement District (NSID) is proposing to implement a canal maintenance dredging program and is seeking the services of a qualified professional contractor to provide canal dredging for cleaning waterway canals and removing debris, silt, vegetation, and other obstructions to restore the canals' original geometry.

## SCOPE OF PROJECT

The selected Contractor will adhere to the bid specifications detailed in this document and will carry out the canal dredging maintenance program within the District's canal system (Exhibit B).

The Contractor shall supply all labor, supervision, materials, supplies, tools, equipment, permits, and any other necessary incidental items required to perform and complete the canal dredging within the District. The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and **any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.**

The Contractor is responsible for conducting surveys, performing geotechnical and environmental investigations, testing, maintaining traffic, and fulfilling any other incidental requirements necessary to complete the project, which shall be included in the Total Cost Per Cubic Yard price. The Contractor shall coordinate with all relevant state, federal, and local permitting agencies to secure the necessary construction permits. The Contractor must obtain all necessary permits not obtained by NSID and make any required modifications to permits acquired by the City of Coral Springs or the City of Parkland.

**Mobilization:**

- Staging areas must be reviewed and approved by NSID.
- Construction schedule must be reviewed and approved by NSID.
- Traffic control plan must be reviewed and approved by NSID.
- Coordinate site access and provide necessary haul roads.
- Approval of all equipment used throughout the services must be obtained from NSID prior to mobilization.

**Dredging/ Cleanout:**

- Test dredged material to determine suitability for disposal facilities.
- Proper disposal of all removed materials as required by local, state, and federal regulations.
- Install turbidity screens and provide the necessary equipment to continuously monitor and control turbidity during the work.
- Restore the canal to its original center elevation. Dredge the canal to the target dredging depths as specified in the cross sections provided and approved by the South Florida Water Management District (SFWMD). Exercise caution in this area.
- Dredging and cleaning out are to be performed by tracked equipment, not wheeled

equipment, unless prior approval is given.

- If Caprock is encountered before reaching elevation, the Contractor shall notify NSID. Assume that Caprock represents the original elevation if found.
- Remove all unsuitable material, including but not limited to debris, silt, vegetation, and other obstructions, from the site to reestablish the canals' original geometry. Burning on-site will not be permitted.
- Do not disturb existing canal bank slopes and canal slopes below the waterline, as shown in the corresponding exhibit.
- As-built survey, performed by an independent licensed surveyor, for slopes and depth is to be provided at the Contractor's expense upon completion of excavation.

**Invasive Tree Removal:**

- Approval of any tree removal, and/or trimming is needed for the service to be performed. (The Contractor shall be responsible for removing, trimming, or modifying tree(s) to fulfill the scope of work. The Contractor shall not be responsible for replacing any removed trees/ foliage that was removed or modified to perform the scope of work.)
- Remove all invasive and/or overgrown trees to stake out the property line.
- Remove all fallen trees from the property.
- Dispose of all tree removal from the location.
- Grade out where the tree removal was done.
- The area shall be restored to its original condition, including but not limited to sod and mulch.

**Demobilization:**

- Removal of all material(s).
- All equipment must be removed promptly after completion of work pending final payment.

**DUST CONTROL:**

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

**SODDING:**

The canal banks shall be sodded from the edge of the water to the edge of the right of way—sod where any construction activities have caused damage. No additional payment shall be made for sodding, and the cost thereof shall be considered incidental to canal dredging.

**FINAL CLEANING:**

a. Employ experienced workers or professional cleaners for final cleaning.

b. Remove temporary protection and facilities installed to safeguard the work during construction.

c. Comply with the regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the

District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

d. Where extra materials of value remaining after completion of the associated work have become the District's property, arrange for the disposition of these materials as directed.

## QUALITY CONTROL:

The Contractor shall provide and pay for inspections, tests, and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. This includes, but is not limited to, sediment testing before dredging and turbidity monitoring throughout the project.

a. Costs for these services shall be included in the Total Cost Per Cubic Yard.
b. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

c. The Contractor is responsible for and shall pay the costs of retesting when required by the Engineer or the Owner, as well as the costs of any additional testing needed or required by the Contractor.

d. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and the agency is not notified sufficiently in advance of the cancellation to avoid the trip.

## AS-BUILT DRAWINGS:

The Contractor shall survey the site before and after the work is completed to calculate the total cubic yards removed from the project site. Contractor shall maintain at all times “as-built” drawings that clearly indicate any deviations from the provided drawings, furnished by the District. The as-built drawings will be subject to review prior to approval of each progress payment.

Upon completion of the project, the Contractor shall deliver a complete set of as-builts that are clearly and legibly marked, showing the original canal geometry, the extent of dredging performed, and any alterations or modifications made during the process. All documents must be signed and sealed, depicting the entirety of the work carried out during the dredging project. The Contractor shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats, as well as the specifications in Word Format, to NSID. Additionally, the Contractor shall provide photo documentation of project progress. These as-built prints are to be delivered before final payment is made.

## INSPECTION:

All canal dredging 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.

## FINAL ACCEPTANCE OF PAYMENT:

Prior to final payment and release of retainage, the as-built cross sections shall be approved by the District. If the lake slopes are not acceptable, payment shall not be made until all slopes have been corrected.

## NEGLECT AND PROPERTY DAMAGE:

Plants or sod material that is damaged or killed due to Contractor's operations, negligence, 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.

Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of work.

## GUARANTY AND REPLACEMENT:

In the event services delivered do not meet the specification quality level or do not perform as specified in this bid, 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.

## CONTRACTOR'S USE OF SITE:

Contractor shall confine all construction equipment, storage materials and equipment, and the operations of workers to the project site and land areas identified for the proposed project site, and shall not unreasonably encumber the project site with construction equipment or other material or equipment.

## ENVIRONMENTAL PROTECTION:

Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result.

## PRESERVATION OF WATER QUALITY:

Exercise extreme care to minimize degradation of water quality at the site. Ensure compliance with the state of Florida's water quality standards and regulatory permits.

a. Water turbidity shall not exceed 29 Nephelometric Turbidity Units above background level in accordance with Chapter 17-3, Florida Administrative Code.

b. Waters of the project area are classified as Class III.

c. Provide silt containment procedures and equipment adequate to control turbidity at all times during the work.

## PROTECTION OF EXISTING UTILITIES:

Contractor shall be responsible for any damage to existing utilities caused by dredging, dewatering, or hauling activities or due to Contractor's operations, negligence, or by any other means, and shall be replaced at the Contractor's expense.

## TRAFFIC CONTROL PLAN:

A traffic control plan to support the Contractor’s operation shall be submitted for approval by NSID prior to commencing work. No work shall be done until the District approves the traffic control plan. Any costs associated with a traffic control plan shall be at the Contractor’s expense.

The Contractor shall be responsible for maintaining the traffic control area and shall reset all disturbed signs and traffic control devices immediately.

## HOURS OF WORK:

Equipment-intensive work such as dredging, cleanout, and material removal shall not commence before 7:30 a.m. and end by 8:00 p.m. on weekdays (weekend work not allowed without prior approval).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**NORTH SPRINGS IMPROVEMENT DISTRICT**

**CANAL DREDGING MAINTENANCE PROGRAM**
**OF DISTRICT PROPERTY**
**REQUEST FOR BIDS NO. RFB#2025-06**

# SUBMITTAL FORM

**Name of Company:** _____

**Contact Person:** _____

**Address:** _____

**Phone Number:** _____

**Email Address:** _____

**Pricing:** The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and **any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.**

## Total Cost Per Cubic Yard: $_____

This bid 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 bids with or without cause and choose any bid it feels is in the best interest of the District.

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to North Springs Improvement District, duly executed by the Bidder as principal and having a surety company acceptable to NSID and authorized to write such Bid Bond under the laws of the State of Florida, in the amount of **$5,000.00.** The Bid must meet all requirements, and all signed forms must be submitted. By submitting a bid, the firm agrees to all the terms of this Request for Bid (RFB) and the accompanying 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 RFB#2025-06.

By: _____
Authorized Representative

Print: _____ Date: _____

RFB submittals shall be received by
**Tuesday, July 7th, at 10:00 a.m.**

# PROPOSAL COVER SHEET

## RFB 2025-06 – CANAL DREDGING MAINTENANCE PROGRAM

***THIS FORM MUST BE SUBMITTED WITH THE PROPOSAL***
***FAILURE TO SIGN WILL LEAD TO DISQUALIFICATION OF THE SUBMISSION***

| | |
|---|---|
| Firm Name | Telephone |
| Authorized Signer | Fax Number |
| Name/Title | Federal Employee Identification # |
| Address | License Number & Type |
| City State Zip Code | Email Address (Notification will be via email) |

Is your business: (check one) ☐ NON- PROFIT CORPORATION
☐ FOR PROFIT CORPORATION

Is your business: (check one) ☐ CORPORATION
☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL
☐ SOLE PROPRIETORSHIP
☐ UNINCORPORATED ASSOCIATION
☐ PARTNERSHIP

Names & Titles of Corporate Board Members (Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- How many years has your organization been in business under its present business name?

  _____

- Under what other former names has your organization operated?

  _____

- Have you personally inspected the proposed work site? _____ Yes _____ No

- Do you have a complete set of documents, including addenda? _____ Yes _____ No
- Did you attend the Pre-Bid Conference? _____ Yes _____ No _____ N/A
- Have you ever failed to complete any work awarded to you? If so, state when, where, and why.

  _____

  _____

- List three (3) references with contact information that have used your organization's services in the past three years.

1. Company Name:_____ Address:_____
   Contact Person:_____ Title:_____
   Telephone No:(___)_____ Email: _____
   Detailed Scope of Work:_____
   _____
   _____
   Contract Date (Month &Year):_____

2. Company Name:_____ Address:_____
   Contact Person:_____ Title:_____
   Telephone No:( )_____ Email: _____
   Detailed Scope of Work:_____
   _____
   _____
   Contract Date (Month &Year):_____

3. Company Name:_____ Address:_____
   Contact Person:_____ Title:_____
   Telephone No:(___)_____ Email: _____
   Detailed Scope of Work:_____
   _____
   _____
   Contract Date (Month &Year):_____

- Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain.

_____

_____

_____

- Lawsuits involving the entity submitting the response (Corporation, Partnership, LLC, or any other form of legal entity) or individuals with more than 10% of interest in the entity.

_____

_____

_____

  - List all pending lawsuits:

_____

_____

  - List all lawsuits which have been completed within the past five (5) years:

_____

_____

I HEREBY CERTIFY THAT I AM SUBMITTING THE FOLLOWING INFORMATION AS MY FIRM'S (PROPOSER) PROPOSAL AND AM AUTHORIZED BY PROPOSER TO DO SO; PROPOSER AGREES TO COMPLETE AND/OR PROVIDE ALL INFORMATION REQUIRED BY THIS DOCUMENT INCLUSIVE OF THIS REQUEST FOR PROPOSALS, AND ALL ATTACHMENTS, EXHIBITS AND APPENDICES AND THE CONTENTS OF ANY ADDENDA RELEASED HERETO; PROPOSER AGREES TO BE BOUND TO ANY AND ALL SPECIFICATIONS, TERMS, AND CONDITIONS CONTAINED IN THIS SOLICITATION, AND ANY RELEASED ADDENDA AND UNDERSTAND THAT THESE ARE REQUIREMENTS OF THIS SOLICITATION AND FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL SUBMITTED.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

_____

By: Signature of Individual/Title

_____

Print Name

_____

Witness

**ACKNOWLEDGEMENT**

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____day of _____, 202__ , by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____

Notary Public

_____

(Name of Notary Public: Print, Stamp, or type as Commissioned)

## BIDDER'S CHECKLIST

**The following is a summary of documents, copies of which may be included in the Bid documents, which are to be completed and submitted by Bidders:**

| DOCUMENT | COMPLIANCE (INITIAL) |
|---|---|
| Bid Cost Form | _____ |
| Bid Bond | _____ |
| Bidder's Checklist | _____ |
| Proposal Cover Sheet | _____ |
| Foreign (Non-Florida) Corporation Form (if appliable) | _____ |
| Affidavit of Compliance with Foreign Entity Laws | _____ |
| Non-Collusive Affidavit Form | _____ |
| Drug-Free Workplace Form | _____ |
| Affidavit of Compliance with Anti-Human Trafficking Laws | _____ |
| Addendum Acknowledged | _____ |
| Insurance Requirements (sample included) | _____ |
| Appendix A: Agreement | _____ |

**BIDDER'S INSTRUCTIONS:**

The bidder is to initial whether each of the above requirements is included in this bid package. Failure to supply the requirements may result in the bid being rejected.

The bidder is to explain on a separate sheet the reason(s) for any form that was not included in the bid package.

## FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from Section 607.1501, Florida Statutes, CHECK YOUR REASON(S) BELOW. Contact the Department of State, Division of Corporations at (850) 245-6051 for registration or exemption help. 607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.

_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.

_____(c) Maintaining bank accounts.

_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.

_____(e) Selling through independent Vendors.

_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.

_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.

_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.

_____(i) Transacting business in interstate commerce.

_____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.

_____k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation it has lawfully acquired.

_____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.

_____ (m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is <u>NOT</u> a corporation:**

(I) _____ Partnership, Joint Venture, Estate, or Trust

(II) _____ Sole Proprietorship or Self-Employed

**Enclose this sheet with your bid if claiming an exemption or checked I or II. Otherwise, your firm is considered a corporation subject to all requirements here.**

_____ _____

Bidder's Legal Name | Signature of Authorized Agent of Bidder

## AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS FORM

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source:§ 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source:§ 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source:§ 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

_____ _____

By: Signature of Individual/Title Print Name

**ACKNOWLEDGEMENT**

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____day of _____, 202__ , by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____

Notary Public

_____

(Name of Notary Public: Print, Stamp, or type as Commissioned)

## NON-COLLUSIVE AFFIDAVIT FORM

_____ being first duly sworn, deposes and says that:

(1) He/she is the __, (Owner, Partner, Officer, Representative, or Agent) of _____, the Bidder that has submitted the attached Bid;

(2) He/she is 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 said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have 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 Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) 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 other of its agents, representatives, owners, employees or parties in interest, including this affiant.

_____
By: Signature of Individual/Title

_____
Print Name

_____
Witness

**ACKNOWLEDGEMENT**

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____day of _____, 202__ , by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
Notary Public

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

## DRUG- FREE WORKPLACE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

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 violating such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 the proposal 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 proposal, 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 894, Florida Statutes, 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. Sanction any employee who is so convicted or requires satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good-faith effort to maintain a drug-free workplace by implementing applicable laws, rules, and regulations.

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

| Bidder’s Legal Name | Signature of Authorized Agent of Bidder |
|---|---|

## AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the North Springs Improvement District.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NAUGHT.

Date: _____, 20___ By: _____

Entity:_____ Name:_____

Title:_____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____day of _____, 202__ , by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
Notary Public

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

## Addendum Acknowledgement Form

### TO BE RETURNED WITH REQUEST FOR QUALIFICATIONS

### REQUEST FOR BIDS 2025-06

**ACKNOWLEDGEMENT OF RECEIVING ADDENDUM #:**

Addendum No. 1 issued _____

Addendum No. 2 issued _____

Addendum No. 3 issued _____

_____ check here if no addendums were received

Bidder's Firm: _____

Bidder's Name: _____

By signing below, I acknowledge receipt of the addendums listed above and that I have a complete understanding of the material contained in the addendums. I further certify that any changes caused by the addendums are incorporated into our STATEMENT submitted in response to this procurement action.

**Signature of authorized agent _____**

**Date _____**

# SAMPLE

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>Townsend Insurance Services, LLC<br>8931 NW 81st Manor<br>Parkland FL 33067 | CONTACT NAME: Darcy Silver<br>PHONE (A/C, No, Ext): (954) 764-6099 FAX (A/C, No): (954) 960-6357<br>E-MAIL ADDRESS: darcy@tisfl.com |
| INSURED<br>Contractor or Vendor<br>Davie FL 33317 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: AmGuard — 42390<br>INSURER B: Technology Insurance Company, Inc. — 42376<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: CL23120B336 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PROJECT [ ] LOC<br>OTHER: | Y | | Policy No. | 09/05/2023 | 09/05/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ [redacted]<br>$ [redacted]<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>[X] SCHEDULED AUTOS<br>[X] NON-OWNED AUTOS ONLY | | | Policy No. | 09/05/2023 | 09/05/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | 09/05/2023 | 09/05/2024 | EACH OCCURRENCE<br>AGGREGATE<br>Pers/Adv Injury | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | Policy No. | 09/05/2023 | 09/05/2024 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

North Springs Improvement District is named Additional Insured when required by written contract.

CERTIFICATE HOLDER

North Springs Improvement District
9700 NW 62nd Street
Coral Springs FL 33076

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# EXHIBIT "A"

## CANAL DREDGING OF DISTRICT PROPERTY 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 a canal dredging maintenance program located within the North Springs Improvement District canal system, Exhibit "B", and solicited bids for the provision of such services in 2025 pursuant to RFB #2025-06 (the "RFB"); and

WHEREAS, various bids were received and evaluated, and, at the meeting of the District Supervisors on _____, _____, 2025, approval was given to contract for the provision of such canal dredging with the Contractor for a fixed price of total cost per cubic yard;

NOW THEREFORE, in consideration of the mutual covenants and Agreement hereinafter set forth 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. Scope of Services. Throughout the term of this Agreement, Contractor shall provide to the District canal dredging maintenance program, upon the District property described hereinafter, in accordance with the RFB, including as set forth below.

a. District Property. Services shall be to provide for the North Springs Improvement District canal system;

b. Services to be Provided. The canal dredging maintenance program at such location, required to be provided by the Contractor, shall consist of:

i. Contractor shall provide canal dredging for cleaning waterway canals and removing debris, silt, vegetation, and other obstructions to restore the canals' original geometry, and shall consist of the following list of services that must be completed by the Contractor, attached hereto unless otherwise stated within the RFB.

ii. The selected Contractor will adhere to the bid specifications detailed in this document and will carry out canal dredging within the District's canal system (Exhibit B).

iii. The Contractor shall supply all labor, supervision, materials, supplies, tools, equipment, permits, and any other necessary incidental items required to perform and complete the canal dredging within the District. The price shall be provided as Total Cost Per Cubic Yard and must include all labor, materials, mobilization, demobilization, disposal of materials, area restoration (e.g. sod, mulch, etc.) permit fees, license fees, turbidity barriers, surveys, tests, and any other associated costs necessary to fully carry out and complete the canal maintenance dredging project.

iv. The Contractor is responsible for conducting surveys, performing geotechnical and environmental investigations, testing, maintaining traffic, and fulfilling any other incidental requirements necessary to complete the project, which shall be included in the Total Cost Per Cubic Yard price. The Contractor shall coordinate with all relevant state, federal, and local permitting agencies to secure the necessary construction permits. The Contractor must obtain all necessary permits not obtained by NSID and make any required modifications to permits acquired by the City of Coral Springs or the City of Parkland.

**v. Mobilization:**

- Staging areas must be reviewed and approved by NSID.
- Construction schedule must be reviewed and approved by NSID.
- Traffic control plan must be reviewed and approved by NSID.
- Coordinate site access and provide necessary haul roads.
- Approval of all equipment used throughout the services must be obtained from NSID prior to mobilization.

**vi. Dredging/ Cleanout:**

- Test dredged material to determine suitability for disposal facilities.
- Proper disposal of all removed materials as required by local, state, and federal regulations.
- Install turbidity screens and provide the necessary equipment to continuously monitor and control turbidity during the work.
- Restore the canal to its original center elevation. Dredge the canal to the target dredging depths as specified in the cross sections provided and approved by the South Florida Water Management District (SFWMD). Exercise caution in this area.
- Dredging and cleaning out are to be performed by tracked equipment, not wheeled equipment, unless prior approval is given.
  - If Caprock is encountered before reaching elevation, the Contractor shall notify NSID. Assume that Caprock represents the original elevation if found.
  - Remove all unsuitable material, including but not limited to debris, silt, vegetation, and other obstructions, from the site to reestablish the canals' original geometry. Burning on-site will not be permitted.
- Do not disturb existing canal bank slopes and canal slopes below the waterline, as shown in the corresponding exhibit.
- As-built survey, performed by an independent licensed surveyor, for slopes and depth is to be provided at the Contractor's expense upon completion of excavation.

**vii. Invasive Tree Removal:**

- Approval of any tree removal, and/or trimming is needed for the service to be performed. (The Contractor shall be responsible for removing, trimming, or modifying tree(s) to fulfill the scope of work. The Contractor shall not be responsible for replacing any removed trees/ foliage that was removed or modified to perform the scope of work.)
- Remove all invasive and/or overgrown trees to stake out the property line.
- Remove all fallen trees from the property.
- Dispose of all tree removal from the location.
- Grade out where the tree removal was done.
- The area shall be restored to its original condition, including but not limited to sod and mulch.

**viii. Demobilization:**

- Removal of all material(s).
- All equipment must be removed promptly after completion of work pending final payment.

**ix. DUST CONTROL:**

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

**x. SODDING:**

The canal banks shall be sodded from the edge of the water to the edge of the right of way—sod where any construction activities have caused damage. No additional payment shall be made for sodding, and the cost thereof shall be considered incidental to canal dredging.

### xi. FINAL CLEANING:

a. Employ experienced workers or professional cleaners for final cleaning.

b. Remove temporary protection and facilities installed to safeguard the work during construction.

c. Comply with the regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the District's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

d. Where extra materials of value remaining after completion of the associated work have become the District's property, arrange for the disposition of these materials as directed.

### xii. QUALITY CONTROL:

The Contractor shall provide and pay for inspections, tests, and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. This includes, but is not limited to, sediment testing before dredging and turbidity monitoring throughout the project.

a. Costs for these services shall be included in the Total Cost Per Cubic Yard.

b. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

c. The Contractor is responsible for and shall pay the costs of retesting when required by the Engineer or the Owner, as well as the costs of any additional testing needed or required by the Contractor.

d. The Contractor shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and the agency is not notified sufficiently in advance of the cancellation to avoid the trip.

### xiii. AS-BUILT DRAWINGS:

The Contractor shall survey the site before and after the work is completed to calculate the total cubic yards removed from the project site. Contractor shall maintain at all times “as-built” drawings that clearly indicate any deviations from the provided drawings, furnished by the District. The as-built drawings will be subject to review prior to approval of each progress payment.

Upon completion of the project, the Contractor shall deliver a complete set of as-builts that are clearly and legibly marked, showing the original canal geometry, the extent of dredging performed, and any alterations or modifications made during the process. All documents must be signed and sealed, depicting the entirety of the work carried out during the dredging project. The Contractor shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats, as well as the specifications in Word Format, to NSID. Additionally, the Contractor shall provide photo documentation of project progress. These as-built prints are to be delivered before final payment is made.

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:

a. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

b. (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

c. (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 RFB 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, the District agrees to pay a total cost per cubic yard in the total amount of $_____. Prior to final payment per project and release of retainage, the as-built cross section(s), and other documents requested per the bid documents 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 five (5) years, from the Date of Execution.

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. A certificate of insurance from the contractor or vendor is required prior to commencing work and/or the commencement of a contract. The Clerk’s Office and Accounting Department will ensure all certificates are valid and meet insurance requirements. A certificate of insurance is a standard form issued by an insurance company, which evidences the insurance information (including policy limits and types of insurance) of its policyholder. The following minimum

insurance standards shall apply to all contractors and vendors performing, selling or distributing products and services at the North Springs Improvement District.

**Minimum Insurance Requirements**

During the term of the contract, contractor, vendor, or services provider, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonable associated with the Contract. Contractor, vendor, or service provider shall provide the following coverage and limits:

- **Commercial General Liability Insurance:** Including bodily injury and property damage liability in an amount not less than $1,000,000 combined single limit, per occurrence and $2,000,000 aggregate.
- **Automobile Liability:** For vendors/contractors who will drive on District property, automobile liability insurance in an amount not less than $1,000,000, combined single limit.
- **Workers' Compensation:** Statutory limits are required of $1,000,000 each accident, $500,000 Disease Policy limit, and $500,000 Disease per Employee.

Exempt contractors or service providers must provide a Certificate of Exemption from the State of Florida Department of Financial Services Division of Workers' Compensation. Vendors and contractors shall name North Springs Improvement District as additional insured on its general liability insurance policy as it pertains to the work done/service provided/product delivered to the District and shall provide a 30-day notice of cancellation or nonrenewal of coverage to the District.

8. Standards. All work performed by the Contractor under this Agreement shall be performed in accordance with the standard of first-class 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 Sub-Contractors. 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 Sub-Contractors.

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
rodc@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:

Brian J. Sherman
District Counsel
Goren Cherof Doody & Ezrol PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
BSherman@gorencherof.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 with may influence or appear 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 bonafide 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 bonafide 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. Scrutinized Companies.

Contractor, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

a. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to ¬ß215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

c. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

d. Is engaged in business operations in Syria.

19. 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:_____
Grace Solomon, Secretary

Date:_____

Attest:_____
Anthony Avello, Secretary

Date:_____

**CONTRACTOR:**

By:_____

Name:_____

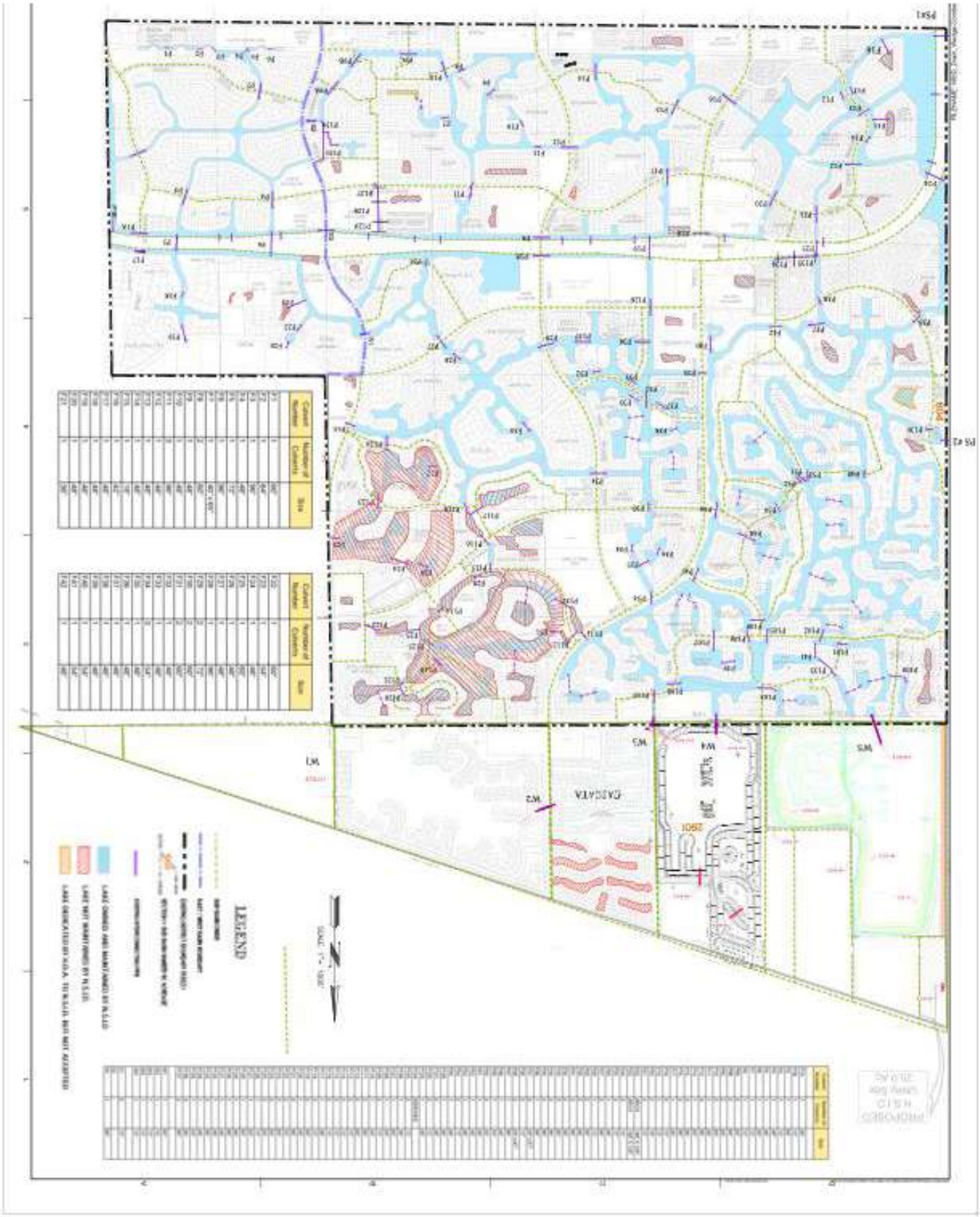
Title:_____

Date:_____

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## EXHIBIT "B"

## NORTH SPRINGS IMPROVEMENT DISTRICT CANAL SYSTEM



# FOURTH
# ORDER OF BUSINESS

## STAFF REPORTS – C. ENGINEER

II. Task Order 0725-1, Parking and Roadway at North Springs Preserve

# TASK ORDER NO. 0725-1

This Task Order (the "Task Order") is issued pursuant to the Agreement for Professional Services between VLC ONE, INC. (CONTRACTOR) and the NORTH SPRINGS IMPROVEMENT DISTRICT (NSID) (OWNER), dated May 6, 2021 (the "Agreement"), which is incorporated herein by this reference.

The purpose of this Task Order is as follows:

## ARTICLE 1. SCOPE OF SERVICES

For the new Heron Bay Preserve, NSID will require two designated parking lots, access gate, and dumpster enclosure. The visitors parking lot will include 50 parking spaces with traffic and turning lanes, bike racks, landscaping, drainage and lighting. The employee parking lot will include 10 parking spaces with associated with traffic and turning lanes, bike racks, landscaping, drainage and lighting.

VLC ONE, INC. agrees to furnish NSID the following specific services:

VLC ONE, INC. will provide design-built services for geotechnical, surveying, structural, civil, electrical, and illumination photometry for the parking lots, access gate and dumpster enclosure:

**DESIGN SERVICES, ENGINEERING AND PERMITTING SERVICES:**

- Perform site visits to gather all information required for design phase.
- Meet with NSID to discuss possible options and decide on the most feasible and desirable alternative (i.e. exact locations, orientation, landscaping, etc.).
- Meet with the City of Coral Springs to determine exact requirements and dimensions for parking areas, access road between parking lots, sidewalk, curbing, lighting etc. prior to preparing design drawings.
- Review existing utilities (irrigation, water, sewer, electrical, gas, phone, etc.).
- Perform topographical survey needed to prepare the plans.
- Perform geotechnical investigation, if required.
- Prepare demolition plans to incorporate removal of the existing configuration in conflict with the proposed parking lots.
- Prepare Erosion Control Plan as per the required Stormwater Pollution Prevention Plan (SWPPP).
- Prepare civil drawings and calculations for parking lot to include turning lanes, parking spots, ADA parking spots, pavement marking, signage, fire hydrants, bike racks, curbing, sidewalks, lighting, etc., in accordance with the requirements of the City of Coral Springs.
- Prepare structural design drawings for dumpster enclosure (dumpster to be provided by others).
- Prepare structural design drawings for the access gate into the existing concrete columns.
- Prepare structural and wind load calculations for the dumpster enclosure.

- Prepare landscaping drawings for roadways and parking lots in accordance with the City of Coral Springs requirements.
- Prepare electrical drawings and calculations for parking lots lighting.
- Coordinate electrical power with FPL.
- Prepare stormwater drainage drawings and calculations for parking lot.
- Provide irrigation drawings for the landscaping of parking lots.
- Meet with NSID staff to review design drawings and incorporate any desired changes or adjustments.
- NSID shall pay for any city, county and/or any regulatory agency permit fees.
- Respond to any request for additional information (RAI) and/or comments from city and/or county.
- Design of access roadway from Heron Bay Blvd is not included in this scope and fee. The site plan will only show delineation of future access road by others.
- Prepare and obtain all required permits (i.e. DRC, Building Permits, Site Work Permit, etc.).

**CONSTRUCTION SERVICES:**

Based on the design and engineering task, VLC ONE, INC. will provide construction services for the parking lots, access gate and dumpster enclosure.

1. Perform demolition of the existing configuration in conflict with the proposed parking lots.
2. Supply and install all materials and equipment for erosion prevention.
3. Supply all labor, materials and equipment to construct/install the parking lots, access gate and dumpster enclosure as per the design and engineering drawings.
4. Supply and install all lighting posts and fixtures for the parking lots.
5. Supply and install all landscaping material for the parking lots.
6. Supply and install all irrigation materials and equipment for the parking lots landscaping areas.
7. Supply and install all materials and equipment for paving, grading and drainage for the parking lots.
8. Supply and install all materials and equipment for the dumpster enclosure (dumpster to be provided by others).
9. Remove and dispose of all excavated materials, debris, etc.
10. Construction includes all electrical power lines and facilities needed to provide power for the gate, lighting, irrigation etc.
11. Provide Performance and Payment Bonds, as will as insurance per NSID and the State of Florida requirements.
12. Provide and install all Signage and Striping required for all parking lots and interior roadways, per the City of Coral Springs.

**ENGINEERING SERVICES DURING CONSTRUCTION:**

1. Provide all engineering services during construction such as special inspections, letters, certifications, etc.
2. Prepare signed and sealed final certification of the new construction. Submit for all required certifications to Broward County and City of Coral Springs as required.
3. Contact PSI (if PSI is being used by NSID) for All inspections required throughout All construction, so that PSI will provide a Certification Letter to submit to the City of Coral Springs.
4. Ensure all aspects of the approved drawings and third-party inspections are followed to ensure PSI will certify the project.

## ARTICLE 2. COMPENSATION

Compensation by NSID to VLC ONE, INC. will be as follows:

**Design, Permitting, Construction and Engineering Services during Construction shall not exceed $1,675,000.**

For the Design, Permitting & Engineering Services, VLC ONE, INC. will receive payments outlined as follows:

**$100,000.00** (Seventy-Five Thousand Dollars)

PAYMENT 1: 25% ($25,000) initial payment once Task Order No. 0725-1 is executed.

PAYMENT 2: 25% ($25,000) at 50% design completion

PAYMENT 3: 25% ($25,000) at 75% design completion

PAYMENT 4: 15% ($15,000) at 100% design completion

PAYMENT 5: 10% ($10,000) after DRC and permit approvals

For the Construction Service cost of **$1,575,000.00,** (One Million Five-Hundred Seventy-Five Thousand) VLC ONE, INC. will submit progressive payments in AIA G702/G703 format.

**PAYMENTS:** OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on or about the 20th day of each month during performance of the Work. All such payments will be measured by the schedule of values established and accepted by the ENGINEER (NSID Engineer).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold.
    a. 95% of Work completed (with the balance being retained)
    b. 95% of the cost of materials and equipment not incorporated in the Work (with the balance being retained)
2. Final Payment
    a. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

## SCHEDULE:

VLC ONE, INC. will perform the above-mentioned services as follows:

| | |
|---|---|
| 50% Design | 60 Days from initial payment of 25% |
| 75% Design | 15 Days after 25% payment |
| 100% Design | 15 days after 25% payment |
| NSID Review | 7 Days from 100% Design |
| **TOTAL DESIGN COMPLETION** | **97 Days** |
| Permitting | 60 Days |
| Construction | 360 Days from permitting |
| **TOTAL CONSTRUCTION COMPLETION** | **420 Days** |

## DELIVERABLES:

VLC ONE, INC. will submit deliverables as defined above.

## OTHER PROVISIONS

The following provisions shall apply to this Task Order:

As per Section 6.3.1 of the Agreement, Liquidated Damages in the amount of $ 100.00 per day shall be assessed against VLC ONE, INC., based upon each day beyond Substantial Completion. The Liquidated Damages are intended to address any damages incurred by the NSID due to such delay and are not intended to be a penalty.

This Task Order will become a part of the referenced Agreement when executed by both parties. The terms and conditions of the Agreement apply to and remain in effect for the General Services or work to be performed hereunder.

| The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives: | |
|---|---|
| **For NSID:** | **For VLC ONE, INC.:** |
| Name: ROD COLON, DISTRICT MANAGER | Name: VANDIN CALITU, P.E. |
| Address: 9700 NW 52 ST, CORAL SPRINGS, FL 33076 | Address: 1722 Sheridan St, #129, Hollywood, FL, 33020 |
| Telephone: 954-796-6628 | Telephone: 954-864-2775 |
| This Task Order No. 0725-1 is effective this (date) | |
| **Accepted for NSID by:** | **Accepted for VLC ONE, INC. by:** |
| | |
| Name | Name VANDIN CALITU |
| Title | Title PRESIDENT |

# 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: July 2, 2025

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I, Maryam Omidi, certify that the financials and procurement for the July 2025 Agenda meet the District's procurement criteria and comply with the District's Charter and State Law.

Sincerely,

M. Omidi

Maryam Omidi, CFO

# North Springs Improvement District
# General Fund
# Summary Report
# For the Period Ending May 31, 2025

| | ADOPTED BUDGET FY 25 | PRORATED BUDGET THRU 05/31/2025 | ACTUAL ENDING 05/31/2025 | VARIANCE FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|
| **REVENUE** | | | | |
| TOTAL REVENUES | 3,869,342 | 2,579,561 | 5,053,932 | 2,474,371 |
| **EXPENDITURES** | | | | |
| TOTAL EXPENDITURES | 3,869,342 | 2,579,561 | 3,596,023 | (1,016,462) |
| **EXCESS REVENUES (EXPENSES)** | **-** | **-** | **1,457,909** | **1,457,909** |
| FUND BALANCE BEGINNING | | | | 6,830,529 |
| FUND BALANCE ENDING | | | | 8,288,438 |

# North Springs Improvement District
## Water & Sewer Fund
## Summary Report
## For the Period Ending May 31, 2025

| | ADOPTED BUDGET FY 25 | PRORATED BUDGET THRU 05/31/2025 | ACTUAL ENDING 05/31/2025 | VARIANCE FAVORABLE (UNFAVORABLE) |
|---|---|---|---|---|
| **REVENUE** | | | | |
| TOTAL REVENUES | 28,441,000 | 18,960,667 | 15,493,519 | (3,467,147) |
| **EXPENDITURES** | | | | |
| TOTAL EXPENDITURES | 28,221,870 | 18,814,580 | 13,394,817 | 5,419,763 |
| **EXCESS REVENUES (EXPENSES)** | **219,130** | **146,087** | **2,098,702** | **1,952,615** |
| FUND BALANCE BEGINNING | | | | 115,395,212 |
| FUND BALANCE ENDING | | | | 117,493,914 |

# SIXTH
# ORDER OF BUSINESS

Adjournment