



City of Winter Springs, Florida
1126 East State Road 434
Winter Springs, Florida 32708

INVITATION TO BID

POND SEDIMENT REMOVAL SERVICES (Includes Removal and Disposal)

ITB #03-24-03 PH

Date: March 22, 2024

The purpose of this Invitation To Bid (ITB) is to solicit formal written Bids from experienced individuals, corporations, partnerships and other legal entities (Bidder). The City of Winter Springs, FL (CITY) is seeking to obtain the Services of a qualified vendor(s) to perform Pond Sediment Removal and Disposal Services, hereinafter Pond Sediment Removal Services, consistent with the specifications detailed in herein; or as detailed in Appendix B

Sealed Bids will be received by the City of Winter Springs (CITY) Procurement Department, located at:

Winter Springs City Hall,
1126 East State Road 434
Winter Springs, Florida 32708
Attention Procurement Manager

Until April 26, 2024, 2:00pm local time for ITB # 03-24-03 PH Pond Sediment Removal Services

Bids shall conform to the requirements outlined in the Invitation To Bid. The CITY reserves the right to reject any and all offers and to waive minor informalities. The CITY issues this ITB for the project requirements defined herein, in order to select a Bid(s) for further contract negotiations and selection by the CITY may not necessarily result in the formation of a contract.

Bidder shall submit their Bids to this ITB by:

providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of your Bid to this office by the date and time indicated above. ***The outside of your package must be clearly labeled with the ITB number, title, opening date and time, and the name and address of the Bidder.*** The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not constitute meeting the CITY'S receipt deadline stated above.

Offers received after April 26, 2024 at 2:00 p.m., will be rejected.

Deadline for questions is April 10, 2024 1:00pm local time

An Addenda will be issued and **posted to Demand Star** by 2:00pm on April 12, 2024 if questions are received and require clarification for all Bidders.

If you have any questions regarding this Invitation To Bid, please contact:

Stuart MacLean, Procurement Manager, at (407) 327-7581, or via email at smaclean@winterspringsfl.org

PROPOSAL DOCUMENTS CAN BE DOWNLOADED FREE OF CHARGE FROM:

www.demandstar.com

or

<https://www.winterspringsfl.org/rfps>

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- Appendix A Bid Tabulation Worksheet
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- Appendix C Bid Bond Agreement
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PART I - SCOPE OF SERVICE/EVALUATION CRITERIA
FOR
ITB # 03-24-03 PH
Pond Sediment Removal Services

Background

The City of Winter Springs is located in Seminole County Florida, which is part of the Orlando-Kissimmee-Sanford Metropolitan Area. As of July 1, 2021, the City of Winter Springs had a population of approximately 38,975.

Scope of Work

The scope of this project is to remove excess sediment from pond areas within the City of Winter Springs, FL in accordance with the engineering documents which are attached to this Invitation To Bid as Appendix B.

General Requirements

1. SCOPE

The scope of work includes furnishing all labor equipment, tools, materials, and incidentals necessary to complete the work in accordance with the Contract Documents in a first-class workmanlike manner, complete in all respects and ready for use

2. APPLICABLE SPECIFICATIONS AND REQUIREMENTS

All work to be performed on this project shall conform to the specifications and requirements, as referenced on the Drawings, unless otherwise noted in the Contract Documents.

3. PERMITS AND REGULATIONS

The Bidder shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the Work, and/or required by Municipal, State and Federal regulations, laws and procedures, unless specifically provided otherwise in the Contract Documents. The Bidder must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work. The CITY shall provide all required easements.

This Contract, as to all matters not particularly referred to and defined herein, shall notwithstanding, be subject to the provisions of all pertinent ordinances, codes and normal regulatory procedures of the municipality or other political subdivision within whose limits the Work is constructed, which ordinances, codes and procedures are hereby made a part hereof with the same force and effect as if specifically set out herein. It is the Bidder's responsibility to apply to the local jurisdiction for any Building Permit or Permit that may be required.

4. INSURANCE AND HOLD HARMLESS INDEMNIFICATION

To the fullest extent permitted by laws and regulations, Bidder shall indemnify and hold harmless CITY and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of

them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against CITY or any of their consultants, agents or employees by any employee of Bidder, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Bidder or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Bidder's Liability Insurance - The Bidder shall not commence any work under this Contract until he has obtained all insurance required under the Agreement. Bidder shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth which may arise out of or result from Bidder's performance and furnishing of the Work and Bidder's other obligations under the Contract Documents, whether it is to be performed or furnished by Bidder, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. The insurance required shall include the specific coverage's and be written for not less than the limits of liability and coverage's provided or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. The comprehensive general liability insurance shall also include Contractual Liability Insurance applicable to Bidder's obligations under the Hold Harmless Indemnification. All of the policies of insurance so required to be purchased and maintained (or the certificates or their evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Bidder may be correcting, removing or replacing defective work in accordance with the Contract Documents. Bidder's General Liability Insurance shall include the CITY, and CITY's consultants as insured or additional insured which may be accomplished by either an endorsement of Bidder's Comprehensive General Liability policy or by Bidder 's carrier issuing a separate protection liability policy.

5. SALES TAX

The Bidder shall include in its Bid, and shall pay, all Florida State sales tax and other local, State, and Federal taxes in accordance with existing laws and regulations.

6. LAYOUT OF WORK

The Bidder shall perform and be responsible for all layout work in connection with the project. The CITY will provide benchmarks as necessary in the project area.

7. CHANGES IN THE WORK

The CITY may, at any time, or from time to time, without invalidating the Agreement order alterations, deletions or revisions in the Work by written Change Order or Field Order. Upon receipt of any such order, Bidder shall promptly proceed with the Work involved, which shall be performed under the applicable conditions of the Contract Documents.

Any deviations from these specifications, plans and contract documents, must be approved by the CITY in advance of the work either by a written and executed Change Order or a written Field Order.

The Bidder agrees that he will do such work as may be required for the proper execution of the whole work herein contemplated, including all labor, equipment and materials reasonably necessary for the proper completion of the work. The Bidder agrees that he will make no claim for extra work unless that material or work is not covered by, or properly inferable from the Contract Documents. If the Bidder makes a claim for an extra or additional cost and requests a Change Order be issued prior to performing the work, and the CITY renders a decision denying such request, the Bidder must notify the CITY in writing within 3 days of the time that the Bidder is informed of the CITY's decision. Otherwise the CITY will not consider any such difference as a claim for a Change Order or additional payment or time. Any such written notice received by the CITY from the Bidder within the 3-day period shall be just reason for the CITY to reevaluate its previous decision.

8. PAYMENTS

The CITY may make partial payments on a monthly basis to the Bidder based on pay estimates, which have been approved by the CITY. The Bidder shall submit at least three (3) copies of his estimate, with reasonable time allowed to make a field inspection, check, and process the estimate.

Final Payment, including the retainage, will be made upon the completion of the work and certification by the CITY, and regulatory agencies and acceptance by the CITY that all of the work has been completed in accordance with the approved plans, specifications, and other Contract Documents, will be made to the Bidder. The CITY shall make final payment not later than 30 days after final acceptance of the work. Prior to final payment, the Bidder shall transfer to the OWNER all applicable items accumulated throughout construction. These include but are not limited to the following items:

Waivers of lien, releases and other items CITY may require in evidence of full payment to all Subcontractor's, suppliers and labor related costs.

Progress payments may be withheld if:

1. Work is found defective and not remedied;
2. Bidder does not make prompt and proper payments to SUBCONTRACTORS;
3. Bidder does not make prompt and proper payments for labor, materials, or equipment furnished;
4. Another Bidder is damaged by an act for which Bidder is responsible
5. Claims or liens are filed on the job; or
6. In the opinion of the City of Winter Springs, Bidder's work is not progressing satisfactorily.

9. PAYMENTS WITHHELD

The CITY will disburse, and shall have the right to act as agent for the Bidder in disbursing such funds as have been withheld pursuant to the agreement between Bidder and the CITY, to the party or parties who are entitled to payment therefrom. The CITY will render to the Bidder a proper accounting of all such funds disbursed on behalf of the Contract. Neither the final payment nor any part of the retained percentage shall become due until the Bidder, if required, shall deliver to the CITY his written one year guarantee on the work and a complete release of liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Bidder may, if any subcontractor refuses to sign a release or receipt in full, furnish a bond satisfactory to the CITY, to indemnify himself against any lien. If any lien remains unsatisfied after all payments are made, the Bidder shall refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

10. GENERAL GUARANTEE

All work to be performed under this Contract shall be constructed in compliance with the Contract Documents.

Special Conditions

1. Existing Utilities

In areas of work, all existing utilities, public or private, shall be located by the Bidder, and owners of said utilities shall be notified prior to commencing work. Bidder shall immediately notify the CITY of any existing utilities that may interfere with completing the work. Bidder is to coordinate the relocation of any utilities within the areas of construction. Utility coordination work shall be considered as part of the lump sum pay item for mobilization.

2. Work Hours

All activity must occur between 7:00 AM and 6:00 PM.

3. Maintenance of Traffic

If necessary, temporary lane closures during working hours at an active site with an approved MOT plan will be permitted, subject to CITY review.

4. Shop Drawings

Shop drawings for all work materials shall be submitted to and approved by the CITY.

5. Property Restoration

All private and public property affected by the work shall be restored to a condition equal to or better than the prework condition, including sodding, landscaping, irrigation systems, driveways, sidewalks, mailboxes, curbs, etc. The cost for all restoration work shall be incidental and no extra compensation will be allowed.

6. Excess Materials

All excess excavation and other removed materials are the responsibility of the Bidder.

7. Equal Employment Opportunity 41 CFR 60-1.4 (b) (As required by 2 CFR 200.326 Appendix II to Part 200)

During the performance of this contract, the Bidder agrees as follows:

- The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - The Bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - The Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- The Bidder will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The PROPOSER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- Provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.
- The Bidder further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- The Bidder agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of its contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- The Bidder further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to part ii, subpart d of the Executive Order. In addition, the Bidder agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Bidder under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the department of justice for appropriate legal proceedings.

8. Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708)

- Overtime requirements. No Bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Bidder and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- Subcontracts. The Bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Evaluation Criteria

Bids will be evaluated by the CITY for responsiveness. An award shall be made to the lowest priced, responsive, and responsible Bidder providing the best value whose Bid complies with the scope of work, minimum criteria, and all other aspects set from in this Invitation To Bid and is in the best interest of the CITY.

Pursuant to Florida Statutes § 287.05701, the CITY shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

Timeline of Events

Release of ITB	March 22, 2024
Deadline to receive questions (electronically) – 1:00pm local time	April 10, 2024
Addendum Released by 1:00pm local time	April 12, 2024
ITB Submittals are Due by 2:00 pm local time	April 26, 2024
Bid Opening and Selection at 2:15 pm local time at Winter Springs City Hall	April 26, 2024
City Commission Award Approval	TBD
Notice of Award to Successful Bidder	TBD
Notice to Proceed to Successful Bidder	TBD

PART II - INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

For

ITB # 03-24-03 PH

Pond Sediment Removal Services

Definitions (as used herein)

- a. The term "Invitation to Bid" means a solicitation of bids. The acronym "ITB" means Invitation to Bid.
- b. The term "Bid" means the price to conduct the scope of work requested based on the required minimum criteria.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors, and any other professional service as determined by the CITY.
- d. The term "Bidder" means the company/firm making an offer
- e. The term "CITY" means the City of Winter Springs, Florida.
- f. The term "CITY Commission" means the governing body of the City of Winter Springs.

Preparation of Invitation To Bid

- a. Bidders are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the CITY or the compensation to the Bidder. Failure to properly and fully complete the proposal is at the Bidder's risk. The Bidder shall sign the Invitation To Bid and print or type his/her name, address, and telephone number on the face page.
- a. The apparent silence of any supplemental minimum requirements as to any details, or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- b. Bidders should submit their response to this ITB by: providing one (1) original, marked as such, three (3) copies, marked as such and one (1) electronic copy of your Bid to the address noted above and by the date and time indicated. The outside of your package must be **clearly labeled with the ITB number, title, opening date and time and the name and address of the Bidder**. The CITY is not responsible for submittals via postal or mail courier services, receipt by the post office or mail courier prior to the deadline does not meet the CITY's deadline requirements.
- c. The Bidder should retain a copy of all documents for future reference.
- d. All Bids must be signed with the Bidder name and by an officer or employee having authority to bind the Bidder by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Bid. You may use the Sunbiz website screen shot or include a copy of your Corporate Resolution to prove the authority of the corporate signer.
- e. Failure to follow the instructions in the Invitation To Bid is cause for rejection of your offer.

Submission and Receipt of Bids

- a. Bids must be received before the specified time as designated in the ITB. A list of Bidders who submitted Bids will be furnished, upon request, following opening of the Bids.

- b. Bids shall be submitted in a sealed envelope. The envelope shall show the opening date and time, the ITB number, and the name and address of the Bidder.
- c. The City of Winter Springs is not responsible for the U.S. Mail or private couriers, in regard to mail being delivered by the specified time so that a Bid can be considered.
- d. Email and Facsimile (FAX) Bids will not be considered, however, Bids may be modified by email and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late Bids will be rejected.
- f. Bids having any erasures or corrections must be initialed by the offer or in ink. Bids shall be signed in ink. All amounts shall be typewritten or completed in ink.
- g. All Mandatory Bid Forms must be completed and attached to the Bid.
- h. All costs of Bid preparation, inspection of the ITB documents, and presentation of the Bid shall be solely borne by the Bidder. The CITY shall not be liable for any cost incurred by the Bidder during the preparation and submission of its Bid in response to this ITB.

Selection of Bid(s)

Only the CITY Commission can select Bids, authorize the CITY Manager to engage in negotiations, and ultimately enter into a contract.

After the initial Bid review, the CITY may require one or more of the top Bidders to attend a meeting to make an oral presentation, answer questions, or clarify Bid conditions with the Bidder(s). This meeting will be exempt from the requirements of the Sunshine Law in accordance with section 286.0113, Florida Statutes. Bidder(s) will be notified of any further meeting requirements.

Acceptance of Offer

The signed Bid shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted only upon issuance by the CITY of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most responsible and responsive Bidder whose Bid best meets the minimum requirements, with the lowest proposed cost set forth in this ITB.

The CITY reserves the right to accept or reject any and all Bids or parts of Bids, waive minor informalities, and to request clarification of information from any Bidder.

The CITY reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the CITY unless otherwise specified.

Notice of Award and Performance Bond and Labor and Materials Payment Bond

Within ten (10) calendar days from the date stipulated in the Notice of Award notifying Bidder that its Bid has been accepted, the successful Bidder shall execute the Agreement. Simultaneously with the execution of the Agreement, Bidder shall furnish a Performance Bond and a Labor and Materials Bond each in the amount of 110 percent of the contract price. The bonds shall be secured from a surety company acceptable to the CITY. The forms of the Bonds the successful Bidder will be required to execute are included in the Bidding Documents. Failure to execute the Agreement and/or to furnish said bonds within ten (10) calendar days from the date of the Notice of Award entitles the CITY to

consider all rights arising out of the CITY's acceptance of the Bid as abandoned and the Bid Bond shall be forfeited. The CITY shall be entitled to such other rights as may be granted by law.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Invitation To Bid or Addenda (if any) should be reported in writing to the CITY's Procurement Manager smaclean@winterspringsfl.org . Should it be found necessary, a written Addenda will be incorporated in the Invitation To Bid and will become part of the Service Agreement (contract documents). The CITY will not be responsible for any oral instructions, clarifications, or other communications.

Right to Reject Bids

The CITY reserves the right to reject any Bids that do not meet a completeness of at least 75%, as it relates to the instructions set forth in this document. Right is reserved to reject any or all Bids and to disregard typographical, mathematical, or obvious errors. The CITY will not pay costs incurred by any Bidder in the preparation of Bids.

Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the CITY shall notify the Bidder of such occurrence and any contracts entered into between the CITY and Bidder shall terminate on the last day of the current fiscal period without penalty or expense to the CITY.

Rights of the CITY

This ITB constitutes an invitation for submission of Bids to the CITY. This ITB does not obligate the CITY to procure or contract for any of the scopes of services set forth in this ITB. The CITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue Addenda to the ITB that may expand, restrict, or cancel any portion or all work described in the ITB without obligation to commence a new procurement process or issue a modified or amended ITB.
- To receive questions from potential Bidders and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the Bids submitted.
- To reject any and all Bid submissions.
- To change the date for receipt of Bids or any deadlines and dates specified in the ITB.
- To change the procurement and/or selection process prior to receipt of Bids.
- To conduct investigations with respect to the information provided by each Bidder and to request additional information (either in writing or in presentations and interviews) to support such Bidder's responses and submittals.
- To visit facilities referenced in the Bidder's submittal at any time or times during the procurement process.
- To seek clarification of Bids from the Bidders either in writing or in presentations and interviews
- To cancel the ITB with or without the substitution of another ITB.

Conflict of Interest

Bidder acknowledges and certifies that this Bid does not violate any ethics provision found in Chapter 112, Florida Statutes, or Chapter 2 of the Code of Ordinances of the City of Winter Springs.

The Bidder certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the City of Winter Springs, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent (5%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent (10%) of the total Bid amount.

Additionally, the Bidder, on company letterhead, must divulge at the time of Bid submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Winter Springs who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The CITY, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid, Proposal or Quote on a contract to provide any goods or services to a public entity, may not submit a Bid, Proposal or Quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid, Proposal or Quote on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Options

When the CITY requests Bids with options regarding the extent of services to be provided, the CITY requests all Bidders to provide a cost breakdown for each option proposed. Although all options may be proposed, some options may not ultimately be purchased. The CITY reserves the right to decide, at its discretion, which options shall be purchased.

The CITY reserves the right to engage more than one (1) Bidder if it is believed that different Bidders might best serve the CITY's interests in performing different segments of the work (e.g., one Bidder to provide building estimates, and another to provide infrastructure estimates).

Subcontracting

Where Bidders do not have the "in-house" capability to perform work desired in the Invitation To Bid, subcontracting may be permitted only with prior knowledge and approval of the CITY. The CITY must be assured of and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. The name(s) of any intended subcontractor(s) should be given in the Bid.

Default of Contract

In case of default by the Bidder, the CITY may procure the requested services from other sources and hold the Bidder responsible for any excess costs occasioned or incurred thereby.

Modification for Changes

No agreement or understanding to modify this ITB and resultant purchase order or contract shall be binding upon the CITY unless made in writing by the City of Winter Springs.

Order of Precedence

In the event of an inconsistency between provisions of the ITB, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Bidders and General Provisions; and (b) the minimum requirements.

Examination of Records

The Bidder shall keep adequate records and supporting documentation applicable to the subject matter of this ITB to include, but not be limited to: records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the Bidder for a minimum of one (1) year from the date the contract is completed and accepted by the CITY. If any litigation is initiated before the expiration of the one-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved, unless otherwise instructed by the CITY. Should any questions arise concerning this contract, the CITY and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at CITY expense. Bidders shall be authorized to retain microfilm copies in lieu of original records if they so desire.

Any subcontractor(s) employed by a Bidder who is subject to these requirements and the Bidder itself are required to so notify any such subcontractor(s).

Bids Received

All Bids received in response to this ITB become the property of the CITY.

Contacting or Soliciting from City Staff

The Bidder, including its agents and associates, shall refrain from contacting or soliciting any staff member or official of the CITY regarding this ITB upon the release of the ITB through the time of notification of award. Failure to comply with the provision may result in disqualification of the Bidder.

Qualifications of Bidder

A Bidder may be required, before the award of any contract, to show to the complete satisfaction of the CITY that they have the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

Disqualification of Bidder

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future proposals for the same work.

Lobbying/Cone of Silence

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a CITY Commission Member, the CITY Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period. A lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to CITY Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the CITY Commission refers the item back to the CITY Manager, Procurement Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the CITY Commission meets to consider the item for action. Bidders, Proposers, Respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any CITY Commission member, the CITY Manager, any requesting or evaluating Division, Department, Office personnel, and/or any member of the Evaluation Committee concerning an active Invitation To Bid during the Lobbying/Cone of Silence Black-out period.

Provisions for Other Agencies

Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the Bid.

Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Orlando Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

Proposal Disclosure; Public Records Responsibilities

Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Section 119.01, Florida Statutes et. seq. (the Public Records Law). Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an ITB response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. However, certain exemptions to the Public Records Law are statutorily provided for under sections 119.07 and 119.071, Florida Statutes, and other applicable laws. If the Bidder believes any of the information contained in its response is exempt from the Public Records Law, including trade secrets as defined by Florida law, the Bidder must, in its response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CITY will treat all materials received as public records.

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Bidder on behalf of the CITY, Bidder shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the CITY to perform the work contemplated by this Agreement; (b) upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (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 term of this Agreement and following completion or termination of this Agreement, if Bidder does not transfer the records to the CITY in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the CITY, in its sole and absolute discretion, requests that all Public Records in possession of Proposer be transferred to the CITY, Bidder shall transfer, at no cost, to the CITY, all Public Records in possession of Bidder within thirty (30) days of such request or (ii) if no such request is made by the CITY, Bidder shall keep and maintain the Public Records required by the CITY to perform the work contemplated by this Agreement. If Bidder transfers all Public Records to the City pursuant to (d)(i) above Bidder shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the CITY and provide the CITY with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Bidder keeps and maintains Public Records pursuant to (d)(ii) above, Bidder shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the information technology of the CITY. If Bidder does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable

amount of time, the CITY may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Bidder is acting on behalf of the CITY.

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

Telephone number: **(407) 327-6560** ext. 7003 E-mail address: cityclerkdepartment@winterspringsfl.org

Attorney Fees

In the event of legal action or other proceeding arising under this ITB, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys' fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

E-Verify

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any CITY contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Bidders must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Bidder stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of a contract without penalty to the CITY. The Bidder shall be liable for all costs incurred by the CITY securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Bidder utilizes Subcontractors the following shall apply:

Bidder shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

Bidder shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

Additional Information

Additional information may be obtained from the Procurement Manager, (407) 327-7581, e-mail smaclean@winterspringsfl.org, or from any other CITY employee or agent listed on the ITB cover letter.

Bids received in response to this Invitation to Bid are exempt from disclosure under the Public Records Law until such time as an award decision has been made known or until thirty days after the Bid opening, whichever occurs earlier. Each Bidder shall clearly mark each page of its Bid that contains trade secrets or other information which the Bidder believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and

286, Florida Statutes (commonly referred to as the “Sunshine Laws”). Disclosure of information marked according to the requirements of this section in response to a public records request will be determined by the CITY in its sole and absolute discretion and in accordance with the Florida laws, rules, and regulations. If there is no information marked as exempt by the Bidder, the CITY will assume that the Bidder does not claim that any portion of its Bid is exempt from disclosure under the Sunshine Laws.

Modification and Withdraw

Bids may not be modified after submittal.

Bids may be withdrawn at any time prior to the deadline. Withdrawal requests shall be made in writing and must be received by the CITY’s Procurement Manager before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned unopened to the person or Bidder submitting the Bid.

A Bidder who timely withdraws its Bid may submit a new Bid in the same manner as specified herein under “Submission of Bid.” A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid Form.

If a Contract is not awarded within 90 calendar days after opening of Bids, a Bidder may file a written request with the CITY’s Procurement Manager for the withdrawal of its Bid.

Prohibition on Gifts to City Employees and Officials

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CITY employee, as set forth in Chapter 112, Part III, Florida Statutes, the current CITY Ethics Ordinance, and City Administrative Policy.

Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CITY staff for a specified period of time;
- b. Prohibition by the individual and/or firm from doing business with the CITY for a specified period of time, including but not limited to: submitting Bids/proposals, RFP, and/or quotes; and,
- c. Immediate termination of any contract held by the individual and/or firm for cause.

Discrimination

A Bidder or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Federal Requirements

This contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices shall apply to any contract negotiated with a selected firm as required by federal law. The most recent of such requirements, including any amendments made such as the submission of the Bids, shall apply, unless federal government determines otherwise.

The federal government requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R, Part 200, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein to be included in this contract are deemed incorporated herein by reference and shall be incorporated into any sub-agreement or subcontract executed by the Bidder pursuant to its obligations under federal law.

PART III - SPECIFIC BID REQUIREMENTS

For

ITB # 03-24-03 PH

Pond Sediment Removal Services

To assure consistency, Bids must conform to the following format:

- A. Bidder Information and Acknowledgement Form
- B. Table of Contents
- C. Introduction Letter
- D. Qualifications
- E. Other Information
- F. Cost & Time
- G. Mandatory Bid Forms
- H. Florida State Corporate Filing

Section A – Bidder Information and Acknowledgement Form

1. Use the form provided in the Mandatory Bid Forms titled “BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM.” (See Form 1)

Section B – Table of Contents

1. Identify Bid material by section and page number.

Section C – Introduction Letter

1. Summarize the key points of the Bid including an understanding of the scope of work. Must be signed by an authorized official of the firm.

Section D – Qualifications

1. General – Provide general information about the firm, including size, office location(s), and structure of your firm. Identify and explain any significant changes in organizational structure, ownership, or management both firm-wide and within Fixed Income/ Public Finance during the past five (5) years.
2. Bidder Experience – Describe the Bidder’s experience with providing lighting installation services. Focus on the Bidder’s experience with outdoor athletic facilities such as Pickleball, basketball and/or tennis courts.
3. Team Experience – Identify key members of firm’s team that will service the CITY. Identify the primary day-to-day contact for the engagement and their experience. Identify the proposed project manager. Provide brief resumes for key team members that will service the CITY as an Appendix.
4. Florida Knowledge – Describe any political, economic, legal, or other issues impacting Florida municipalities, specifically those impacting the City of Winter Springs, which may be relevant to the Proposal.
5. References – Use the form provided in the Mandatory Proposal Forms titled “REFERENCE INFORMATION FORM”
6. Conclusion – Briefly summarize why Bidder should be selected, including Bidder Firm is pursuing the City of Winter Springs’ business. In short, summarize what makes the Bidder different and why the CITY should select your Bid above all others.

Section E - Other Information

This section should address any other information necessary for a full understanding of Bidder's services. Please provide detailed information on any relevant additional services offered by Bidder.

Section F – Cost

This section must clearly state the cost associated with the project. Use Appendix A: Bid Tabulation Worksheet.

Section G – Mandatory Bid Forms

Fill out the forms provided; Bidder Information and Acknowledgement Form, Reference Information Form, Insurance Requirements Form, Scrutinized Company Certification, Non-Collusion Affidavit of Prime Bidder, Drug Free Workplace Form, Public Entity Crimes Statement, Debarment, Suspension etc. Certification, E-Verify Statement, Conflict of Interest Statement, SMWBE Utilization Plan and Byrd Anti-Lobbying Act Certification.

Section H – Florida State Corporate Filing

All Bids must be signed with the Bidder name and by an officer or employee having authority to bind the Bidder by his/her signature as indicated by the Florida Department of State, Division of Corporations (www.sunbiz.org). Proof of corporate signer must be included with the submittal with the Bid. Use Sunbiz website screen shot or include a copy of Corporate Resolution or a Power of Attorney.

MANDATORY BID FORMS

- Form 1 - Bidder Information and Acknowledgement Form
 - Form 2 - Reference Information Form
 - Form 3 - Insurance Requirements Form
 - Form 4 - Scrutinized Company Certification
 - Form 5 – Non-Collusion Affidavit of Prime Bidder
 - Form 6 - Drug Free Workplace Form
 - Form 7 - Public Entity Crimes Statement
 - Form 8 - Debarment, Suspension etc. Certification
 - Form 9 - E-Verify Statement
 - Form 10 - Conflict of Interest Statement
 - Form 11 - SMWBE Utilization Plan
 - Form 12 - Byrd Anti-Lobbying Act Certification
- Appendix A Bid Tabulation Worksheet
Appendix C Bid Bond Form

Mandatory forms must be submitted with the proposal.

Failure to submit forms will disqualify the Bidder from the ITB

- Appendix B Project Specifications (Includes Attachments B-1 & B-2)
Appendix D Performance Bond Form
Appendix E Labor and Materials Payment Bond Form
Appendix F Notice of Award
Appendix G Notice to Proceed

**** These appendices do not need to be returned as a Mandatory Form****

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For
ITB # 03-24-03 PH
Pond Sediment Removal Services

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements shown by the Invitation To Bid to be delivered to the specified site for the price indicated.

**IT IS THE BIDDER'S RESPONSIBILITY TO CHECK www.demandstar.com
FOR FINAL DOCUMENTS AND ADDENDA BEFORE SUBMITTAL**

THIS BID MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (www.sunbiz.org). Proof of corporate signer must be submitted with Bid. If not submitted, Bidder will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

BIDDER NAME: _____

TAX ID# SNN or EIN: _____

BIDDER ADDRESS: _____

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: _____

COMPANY WEBSITE: _____

COMPANY CONTACT (REP): _____

CONTACT EMAIL ADDRESS: _____

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:

1. ITB # 03-24-03 PH Pertaining To: Pond Sediment Removal Services
Addenda Number _____, Dated _____.
Addenda Number _____, Dated _____.

B. Has examined the site and all ITB Documents and understands that in submitting its Bid, they waive all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this Bid at the prices quoted in my responsive proposal and in compliance with the ITB Documents.
3. To accept the provisions of the Instructions to Bidders.
4. To negotiate a contract with the CITY incorporating the Bid prices, if selected on the basis of this Bid.
5. To accomplish the work in accordance with the contract documents.

D. Certifies:

1. That all information contained in this Bid is truthful to the best of my knowledge and belief.
2. That I am duly authorized to submit this Bid on behalf of the Bidder and that the Bidder is ready, willing, and able to perform if awarded the Bid.

Stipulated Amount

A. Submit on Cost Proposal Worksheet, Appendix A.

REFERENCE INFORMATION FORM

ITB # 03-24-03 PH

Name: Pond Sediment Removal Services

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____

Project Cost: _____ Date Performed: _____

Bidder Representative
Typed Name/Title: _____

Bidder Representative Signature: _____

Bidder: _____

INSURANCE REQUIREMENT FORM

Insurance Type	Required Limits
✓ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓ Employer's Liability	\$1,000,000 each accident, single limit per occurrence
Commercial General Liability	\$1,000,000 single limit per occurrence \$3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
✓ (Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
✓ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Winter Springs, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Winter Springs.
✓ Automobile Liability	\$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
<input type="checkbox"/> Other	

Bidder shall ensure that all subcontractors comply with the same insurance requirements that it is required to meet. The same Bidder shall provide the CITY with certificates of insurance meeting the required insurance provisions.

The City of Winter Springs must be named as "Additional Insured" on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Springs.

Thirty (30) days cancellation notice required.

The undersigned Bidder agrees to obtain, prior to award, if selected, insurance as stated above.

Bidder

Authorized Signature

Officer Title

Date

SCRUTINIZED COMPANY CERTIFICATION

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the CITY for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the Bidder is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, 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:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. The Bidder must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

- a. The Bidder is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
- b. Been placed on the Scrutinized Companies that Boycott Israel List or
- c. Is engaged in a boycott of Israel; or
- d. Been engaged in business operations in Cuba or Syria.

The CITY shall provide notice, in writing, to the Bidder of any determination concerning a false certification.

- a. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation.
- b. If such false certification is discovered during the active contract term, the Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
- c. If the Bidder does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

(Printed Name and Title)

(Name of Bidder)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization,

this _____ day of _____, 2024 by _____ the _____ of _____,

a _____ (_____) who is personally known to me or (_____) who produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____
Title Bidder

The Bidder that has submitted the attached response.

(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, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Springs, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)

(Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____,

who is (___) personally known to me or (___) who has produced _____ as identification and

who (did / did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

(Commission Number)

DRUG FREE WORKPLACE FORM

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

_____ does:
(Name of Bidder)

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 violations of 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 contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, 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 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized Signature)

(Date)

(Print/Type Name as Signed Above)

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Bid for ITB # 03-24-03 PH Pond Sediment Removal Services.

2. This sworn statement is submitted by (Bidder) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.

3. My name is _____ and my relationship to the Bidder named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

PUBLIC ENTITY CRIMES STATEMENT cont.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Public My Commission expires: _____

DEBARMENT, SUSPENSION and OTHER RESPONSIBILITY MATTERS

Certification A - Primary Covered Transactions

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
- b. Have not within a three-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 (1) (b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

By signing and submitting this Bid, the prospective primary participant is providing the certification set out below;

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- c. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

e. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

f. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

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

i. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B - Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-procurement List.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Bidder:		Date:
Signature of Authorized Certifying Official:	Title:	

E-VERIFY STATEMENT

Bid Number: ITB # 03-24-03 PH

Project Description: Pond Sediment Removal Services

Bidder acknowledges and agrees to the following:

Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Bidder during the term of the Contract to perform employment duties within Florida; and

1. All persons assigned by the Bidder to perform work pursuant to the contract with the CITY.

Bidder: _____

Authorized Signature: _____

Title: _____

Date: _____

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for ITB # 03-24-03 PH Pond Sediment Removal Services

This sworn statement is submitted by (Bidder) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is _____ and my relationship to the Bidder named above is _____.

1. The above-named Bidder is submitting a Bid for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Bid is being submitted and that the above-named Bidder has no financial interest in other entities submitting Bids for the same project.
4. Neither the Affiant nor the above- named Bidder has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the Bidder’s submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the Bidder nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the Bidder nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Bidder’s ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Winter Springs.
8. I certify that no member of the Bidder’s ownership or management, or staff has a vested interest in any aspect of the City of Winter Springs.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named Bidder, will immediately notify the City of Winter Springs.

Signature Date:

STATE OF _____

COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 2024, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: _____

SMWBE UTILIZATION PLAN

Small, Minority, and Women's Business Enterprises (SMWBE), and Labor Surplus Area Firms Utilization

Company Name (Bidder): _____

Project Name : Pond Sediment Removal Services

Project ITB #03-24-03 PH

2 CFR §200.321 requires local governments to take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. The CITY requires that Bidders (Prime Contractors), if subcontracts are to be let, to take the five affirmative steps as cited below. Please describe your firm's plan for identifying and potential use of SMWBE and Labor Surplus Area Firms. Additional pages may be attached, as necessary.

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises and veteran owned businesses.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration or the Florida Office of Supplier Diversity

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. §1352 (as amended)

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

Byrd Anti-Lobbying Certification
Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

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

Signature of Bidder’s Authorized Official

Name and Title of Bidder’s Authorized Official

Date

Appendix A – BID TABULATION

The Bidder hereby indicates the following total units and total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, and costs of all kinds and profit to complete the work items in accordance with the Project Manual, plans, and permits.

Work for which there is not a listed item below shall be considered incidental to the Contract and no additional compensation will be allowed. The detailed Schedule of Values shall be provided by the lowest responsible Bidder and be included with their executed contract, as attached.

#	FDOT PAY ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	101-1	MOBILIZATION/DEMOBILIZATION (SHALL NOT EXCEED 10% OF TOTAL BID AMOUNT)	LS	1		
2	102-1	MAINTENANCE OF TRAFFIC (VEHICULAR AND PEDESTRIAN)	LS	1		
3	104-14	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1		
4	120-1(a)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #1 (TORCASO PARK)	CY	260		
5	120-1(b)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #2 (CHOCHECHERRY COURT)	CY	75		
6	120-1(c)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #3 (OAK FOREST DRIVE)	CY	60		
7	120-1(d)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #4 (DEER RUN DRIVE)	CY	80		
8	120-1(e)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #5 (WINTER SPRINGS BOULEVARD)	CY	90		
9	120-1(f)	SEDIMENT REMOVAL FROM OUTFALL PIPE LOCATION #6 (POND #59, SENECA BOULEVARD)	CY	120		
10	570-1-2	PERFORMANCE TURF, SOD	SY	500		
11	9999-1	PRE - AND POST-CONSTRUCTION VIDEO AND PHOTOGRAPHS	LS	1		
TOTAL BASE BID (SUM OF ALL ITEMS):						
PAY ITEM NOTES:						
1	THE LUMP SUM PRICE FOR MOBILIZATION SHALL NOT BE MORE THAN 10% OF THE TOTAL BID AMOUNT.					
4 - 9	THESE PAY ITEMS INCLUDE THE COST FOR ALL WORK REQUIRED FOR SEDIMENT EXCAVATION, INCLUDING DEWATERING, HAULING, AND DISPOSAL COSTS.					
BID	TOTAL BASE BID COST SHALL INCLUDE THE COST FOR ALL RESTORATION TO AN EQUAL OR BETTER CONDITION THAN PRIOR TO THE START OF CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE RESTORATION OF SIDEWALK, DRIVEWAYS, GUARDRAIL, CURB & GUTTER, FENCING, ETC (IF NEEDED). THE CITY WILL REVIEW THE PRE-CONSTRUCTION VIDEO AND PHOTOGRAPHS TO DETERMINE IF ADDITIONAL RESTORATION IS REQUIRED TO MEET PRE-CONSTRUCTION CONDITIONS.					

TOTAL BID: _____ DOLLARS
(In Words)

\$ _____

EXHIBIT B – PROJECT SPECIFICATIONS

1. SCOPE

The City of Winter Springs, Florida (CITY) is seeking to obtain the services of a qualified vendor to excavate sediment and accumulated debris from six (6) stormwater pipe outfalls located within five (5) stormwater ponds throughout the City of Winter Springs. This project is intended to restore functionality and aid in the unobstructed conveyance of stormwater. Refer to **Table 1** below for the list of pipe outfall locations included in this contract.

2. SEDIMENT REMOVAL LOCATIONS

TABLE 1

Location No.	Pipe Outfall Location	Figure No.
1	Torcaso Park	2
2	925 & 927 Chokecherry Court	3
3	920 & 922 Oak Forest Drive	3
4	1207 & 1209 Deer Run Drive	4
5	Winter Springs Boulevard (near Sam Smith Memorial Park)	5
6	1812 & 1814 Seneca Boulevard	6

The pipe outfall locations were inspected throughout the CITY to determine the hurricane impacts. Based on the site inspections, multiple sediment deposits were identified at various stormwater ponds throughout Winter Springs. The sediment deposits are a result of erosion that occurred upstream of the pipe outfall and washed downstream. These sediment deposits are impeding the flow of stormwater runoff from the pipe outfalls and reducing the hydraulic capacity of the stormwater ponds.

Sites specific figures detailing the approximate extent of sediment deposits within stormwater ponds are identified in the Sediment Removal Figures for Location Numbers 1 through 6 (refer to Attachment B-2). For each location shown on the overall project site Index Figure, the sediment shall be removed in accordance with the project details and construction sequence as described in Detail Sheet Numbers 1 and 2 (refer to Attachment B-1).

3. SUMMARY

The pond sediment removal project is intended to restore the functionality of the outfall pipes and stormwater ponds, to aid in conveyance of stormwater runoff, and reduce the potential flooding of adjacent properties. The work will consist of removal of sediment deposits within the stormwater ponds.

4. ACCESS

The access locations are shown on the figures for each pond. Prior to the beginning of work, the Contractor and CITY Staff shall visit each access point. The Contractor may suggest an alternate route or access point, but written approval by the CITY Project Manager along with adequate real property rights and/or completed right-of-entry agreements will be required.

5. LIMITS OF WORK

Limits of the work areas are generally defined in the Exhibits for each pipe outfall location. The project shall consist of the removal and disposal of sediment from six (6) pipe outfall locations shown in **Attachments B-1** and **B-2**. It is worth noting that the project is tied to grant funding; therefore, the project construction must be performed as quickly and efficiently as possible to meet the grant schedule requirements.

Unless previously approved by the CITY Project Manager, all work is to be completed Monday through Friday. No work is to be performed between the hours of 10:00 PM and 6:00 AM per the City Ordinance for noise restrictions. Each site shall have a minimum of one on-site point of contact.

6. SEDIMENT REMOVAL

- a. All accumulated sediment mounds and vegetative growth (as shown on the Figures included in **Attachment B-1**) shall be removed.
- b. All work shall be performed in accordance with the provided Figures and Detail Sheets.
- c. All work performed shall take extra care that active vegetation in the canopy over the pond and its side banks and along the littoral shelf are not damaged. Sediment deposits and associated debris shall be removed in such a manner as to avoid damage to trees and existing structures and with due regard for the safety of persons and property. Impacts to adjacent properties shall be minimized using Best Management Practices as necessary, including but not limited to:
 - 1) the use of mats under vehicles or heavy equipment; and
 - 2) re-grading any rutting to natural contours, such that temporary impacts would readily re-recruit and return to un-impacted conditions within one growing season.
- d. The water level in the ponds will fluctuate up and down due to rainfall events. The contractor shall track all potential weather systems. Should a large storm, or hurricane be predicted for the project area, the contractor shall remove all equipment or temporary structures from the project area, all temporary sediment control devices, and any element that is blocking stormwater conveyance to the pond. The contractor shall stabilize all pond side slopes and take all reasonable measures to allow all stormwater conveyance and prevent erosion and sediment transport during the storm event.

7. EQUIPMENT

- a. Disturbance of the pond bottom and equipment access areas shall be held to the minimum necessary to allow the construction equipment to remove the sediment deposits. Heavy equipment working on wet soil conditions must operate from mats or use other measures as approved by the CITY Project Manager to minimize rutting or soil disturbance.

- b. Boats, barges, and wheeled and/or tracked vehicles for removing, loading and hauling the sediment and debris off-site will be allowed at the specified locations as approved by the CITY Project Manager.
- c. While accessing the ponds, the Contractor shall take extra precautions to protect private property as well as mast producing and canopy trees.
- d. Hydraulic excavators, if used, shall be low ground pressure (LGP) machines and be equipped with a stationary or mechanical thumb attachment or have a grapple. The use of rubber-tired skidders will not be allowed without prior written approval of the CITY Project Manager. When the use of skidders is allowed, they shall be equipped with low ground pressure and high flotation tires.

8. DISPOSAL

- a. The Contractor shall be responsible for the proper disposal of all materials removed. All sediment and accumulated debris shall be hauled off-site and shall be taken to a disposal site at any County Landfill, Class III or higher. Alternate landfills for disposal proposed by the Contractor must be pre-approved by the CITY Project Manager.
- b. Sediment removed from the ponds shall not be placed on the ponds side slopes, in drainage ditches, floodplains, or any other stormwater conveyance or storage facilities. Nor is it permissible to place sediment or debris on private property in an effort to avoid hauling off-site.
- c. Sediment and debris shall not be placed on nature or hiking trails, sewer lines, highways, railroad rights-of-way, or any other improved areas. The storing and stockpiling of material shall only take place if authorized by the CITY Project Manager and must take place only in uplands and City-owned property. If prior authorization is granted, stockpiles shall be placed in such a manner to prevent potential movement of the materials back into the pond or elsewhere.

9. ENVIRONMENTAL REQUIREMENTS

- a. No activity shall adversely affect any species which is endangered, threatened, or of special concern, as listed in Rules 68A-27.003, 68A-27.005, F.A.C.

- b. Disturbance of the pond side slopes and the pond bottom will be held to the minimum necessary to remove the sediment deposits.
- c. Where the use of heavy equipment is allowed, equipment shall operate adjacent to the pond and not within the pond unless prior approval is granted by the CITY Project Manager.
- d. Equipment shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from the pond. Should fuel leaks, oil leaks or hydraulic pipe ruptures occur during construction, the Contractor's operators shall immediately remove the equipment to a safe area and take prompt action to minimize damage and safeguard the site. The Contractor or his/her Superintendent shall immediately report the spill or discharge to the CITY; and the requirements of the Florida Statute Chapter 376 Pollution Discharge Prevention and Removal will be followed. The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by-product of this work.
- e. Washing, fueling or servicing of equipment shall be avoided where spillage or wash water can enter any waterbody.

10. SPECIAL REQUIREMENTS

- a. The CITY shall have the right to temporarily suspend the Contract due to unforeseen weather conditions or any other conditions that in the sole opinion of the CITY may cause the work to not proceed in an expeditious or safe manner as determined by the CITY.
- b. The Contractor shall submit to the CITY Project Manager for review and approval prior to construction, a list of equipment and construction schedule showing the sequence of all the work to be performed. Any changes to the schedule after the start of construction will require a minimum of 24-hour notification and prior approval by the CITY Project Manager.
- c. The Contractor shall exercise care while working in or near existing lawns, roads, structures, utilities, and other improvements. The Contractor shall be responsible for the prompt repair or replacement of any such improvements damaged by his/her operations.

- d. Fences, if any, which must be removed for access shall be removed with the minimum damage practical and reinstalled as near to the original condition as possible immediately after construction access is no longer needed at the site. Prior authorization is required by the CITY Project Manager for any fence removals.
- e. The Contractor shall be responsible for complying with all applicable requirements of the Florida Department of Transportation's Manual on Uniform Traffic Control Devices as adopted by the Department of Transportation pursuant to Chapter 316 Florida Statute when work is performed on public rights-of-way. When equipment or personnel are operating on public right-of-way, flagmen shall be stationed to warn oncoming traffic of congestion. Proper construction road signs shall be in place. A means of removing sediment and/or debris from roadways shall be established. Sweep machines may remove residue deposited on roadways, manual sweeping methods or pressurized water. The Contractor shall be responsible for implementation of these measures.
- f. Contractor is to document the removal of sediment removal at each location with before and after photos. Photos are to be submitted to the CITY digitally on a weekly basis.
- g. If disturbed, the contractor is to stabilize damaged pond side slopes by re-grading them to match the existing side slope, remove any rutting (if applicable), then applying sod. The CITY Project Manager will make the determination as to which locations need to be restored.

11. MEASUREMENT AND PAYMENT

Measurement and payment for the sediment removal sites will be as described in the Bid Form and this specification section. The Contractor shall submit a Schedule of Values along with their bid. Payments are to be considered full compensation for all labor, equipment, tools, materials, mobilization, demobilization and other items necessary and incidental to complete the work.

All work of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (FY 2024-2025), except as modified and supplemented hereinafter. The Contractor shall have a copy of the 2024-2025 FDOT Standard Specifications for Road and

Bridge Construction "Blue Cover" onsite at all times throughout the duration of the project.

A. Where the referenced FDOT Specifications cite "the Department", this shall be modified to "the Owner and/or the Owner's authorized representative" by this Contract. All references to the "Owner" shall be interpreted as the CITY.

B. Payment for this project is in accordance with the Contract. The FDOT sections defining the Basis of Payment shall not apply.

C. Additional requirements superseding the applicable portions of the FDOT Standard Specifications, if any, are provided in the subsequent sections of these Supplemental Specifications.

D. Two original certified reports shall be submitted for all material testing requirements referenced in the FDOT Standard Specifications.

E. Verification testing noted in the FDOT Standard Specifications is at the option of the Owner. The Contractor shall provide required testing and submit the required number of reports to the Owner and Engineer.

1. MOBILIZATION/DEMOBILIZATION

- a.) Mobilization/demobilization consists of the preparatory work, operations and mobilizing for beginning work on the project and demobilizing at end of work, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, and for the establishment of safety equipment and first aid supplies, sanitary and other facilities as required by these specifications and state and local laws and regulations. The cost of bonds, and required insurance, permits, and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this section. Mobilization/demobilization expenses may include security services and/or expenses associated with night work, if approved by the Owner. This pay item shall also include utility coordination and utility locates.

b.) Partial payments will be made in accordance with the following:

Percent of original Contract amount earned	Allowable percent of the lump sum price* for mobilization/demobilization
5	25
10	50
25	75
50	100

Contract-Lump Sum Price for mobilization/demobilization will be limited to 10% of the original Contract amount, calculated as the total of all pay items extended costs, exclusive of mobilization/demobilization.

Payment shall be made under:

Item No. 101-1 – Mobilization/Demobilization – Per Lump Sum.

2. MAINTENANCE OF TRAFFIC

a.) General: Work under this section consists of maintaining traffic within the limits of the project for the duration of construction in accordance with the U.S. Department of Transportation-Federal Highway Administration's *Manual On Uniform Traffic Control Devices* (MUTCD) 2009 Edition, FDOT Index 600 Series and FDOT Standard Specification Section 102.

b.) Quantities: The Contractor shall determine the actual quantities and items to be used for maintenance of traffic.

c.) Prior to any lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction. No road closures will be permitted (unless under special circumstances). No lane closures will be permitted during peak hour traffic volumes. Lane closure restrictions will be determined at the time the MOT plan is submitted. Construction shall not begin until the MOT plan is approved. Certain locations may require work in the rights-of-way to be performed at night only. The Contractor shall notify the Winter Springs Public Works Department a minimum of two (2) working days in advance of the proposed date for construction within the right-of-way. The lane cannot be closed until such time that notification of the lane closure can be sent to the police department, fire department, school board, and other affected agencies.

d.) Traffic control techniques, including, but not limited to rerouting of traffic, shall be in conformance with the Florida Department of Transportation Manual on Traffic Control and Safe Practices, most current edition.

e.) Non-Compliance: Should the Owner or Engineer determine that traffic within the project is not being maintained in accordance with the approved traffic control plan, or presents a public safety concern, the Contractor shall have 3 hours after notification is given, to take corrective action. Should the Contractor fail to make such modification, the Owner shall have the option to fine the Contractor \$50.00 per hour (from the time of notification) until remedied and or correct the situation. The cost of such corrective action taken by the Owner shall be deducted from monies due to the Contractor.

f.) Compensation: All compensation for Maintenance of Traffic shall be a lump sum. This shall include all items and services necessary for the safe maintenance of traffic (vehicular and pedestrian) within the project limits in conformance with the FDOT Index 600 Series and MUTCD 2000 Specifications. This shall include, but not be limited to, message signs, barricades, flaggers, construction and advisory signing, detours, flashing arrow boards, high intensity flashing lights, and traffic control (uniformed law enforcement) officer, necessary for maintenance of traffic.

Payment shall be made under:

Item No. 102-1 – Maintenance of Traffic (Vehicular and Pedestrian) – Per Lump Sum.

3. PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

a) Furnish all labor, materials, equipment, and services to provide erosion control measures on the project site and in areas outside the project site where work is accomplished in conjunction with the project, so as to prevent pollution of water, detrimental effects to public or private property adjacent to the project site and damage to work on the project. Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the CITY or Engineer.

b.) All erosion and water pollution control measures shall be performed in accordance with the other requirements of these Specifications and Contract Documents, and City of Winter Springs Ordinances, FDOT Index 102 and Index 103 (FDOT Design Standard, dated 2010), FDOT Standard Specifications Section 104, and in accordance with the Best Management Practices described in the Florida Department of Environmental Protection's Stormwater, Erosion, and Sedimentation Control Inspector's Manual (latest edition).

c.) A National Pollutant Discharge Elimination System (NPDES) Construction Permit is required by the U.S. Environmental Protection Agency (EPA) pursuant to 40 CFR Part

122.26. In Florida, the EPA has delegated processing and approval of this permit to the Florida Department of Environmental Protection (FDEP). The NPDES Construction Permit requires preparation of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP will include the Contractor's erosion control plan and all additional measures that will be employed by the Contractor to dispose of, control, or prevent the discharge of solid, hazardous, and sanitary wastes to waters of the U.S. The SWPPP must include the Contractor's procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. The Owner must review and approve the Contractor's SWPPP prior to submittal to FDEP. The Contractor shall obtain the NPDES permit prior to commencement of land disturbing activities at the project site. All costs shall be included in the prevention, control and abatement of erosion and water pollution pay item.

d.) Failure to sign any required documents or certification statements will be considered a default of the Contract. Any earth disturbing activities performed without the required signed documents, certifications or statements may be considered a violation of the Clean Water Act by the EPA.

e.) Pre-Construction Conference: At the pre-construction conference, the Contractor shall present preliminary SWPPP, including the Contractor's plans and schedules for prevention, control, and abatement of erosion and water pollution in accordance with the requirements and documents referenced above.

f.) Staked silt fence and/or turbidity curtains shall be installed at each sediment removal location and in accordance with the permits, standard construction practices, and all Federal, State and local regulations. Additional silt fence and/or turbidity curtains in series may be required to meet water quality requirements. Contractor to coordinate with the CITY Inspector. Maintenance of erosion control devices are the responsibility of the Contractor. Any additional turbidity curtains, silt fence, or erosion or sediment control device required shall be provided at Contractor's expense.

g.) A turbidity control device must be used wherever water depth and/or flow prevent the use of staked silt fence or other approved erosion control devices. A description of the turbidity control device must be provided in the Contractor's SWPPP. A floating turbidity apron/curtain that extends from the water surface to the bottom shall be installed as required by the plans and/or permits prior to commencement of construction and shall remain in place until construction is completed and turbidity within the work area has returned to background levels.

h.) Storm Sewer System: The Contractor shall protect the storm sewer system from erosion and sedimentation during construction. This may include the use of inlet protection devices, silt fences or any other method approved by the CITY and/or Engineer. Should any construction item be damaged due to erosion or sedimentation, the

Contractor shall repair or replace the item with no additional compensation. All existing storm sewer pipes and all drainage structures shall be clean and free from silt prior to final acceptance.

Payment shall be made under:

Item No. 104-14 – Prevention, Control and Abatement of Erosion and Water Pollution – Per Lump Sum.

4. SEDIMENT REMOVAL

- a.) Furnish all labor, materials, equipment, and services to perform sediment removal at the project site areas. Sediment removal shall include the removal of loose sand and silt deposits that are obstructing the outfall pipe flowpath and which resulted from sedimentation occurring during Hurricane Ian.
- b.) Caution shall be made by the Contractor to not excavate beyond the existing pond bed or pond side slopes. If the Contractor's excavation results in over-excavation, he shall be responsible for restoring the pond bed and side bank elevations at his/her own expense.
- c.) All sediment removed shall become property of the Contractor and shall be removed from the project site in a manner that meets all Federal, State, and local regulations concerning dumping of waste or construction materials. The sediment shall not be placed in wetland areas, adjacent to the pond side banks, or near an existing storm drainage structure such that the sediment could runoff back into the ponds or any other waterbody.
- d.) Contractor shall dispose of the sediment at a CITY approved landfill and shall submit a disposal plan to the CITY for approval prior to mobilization.
- e.) Hauling of sediment shall not result in sediment leaking onto roadways from dump trucks.
- f.) Measurement of SEDIMENT REMOVAL shall be performed on a cubic yard basis. The Contractor shall collect truck tickets and submit them to the CITY's Inspector weekly for tracking quantities for payment purposes.

Payment shall be made under:

Item No. 120-1(a) Sediment Removal from Outfall Pipe Location #1 (Torcaso Park)
- Per Cubic Yard (CY)

Item No. 120-1(b) Sediment Removal from Outfall Pipe Location #2 (Chokecherry Court) - Per Cubic Yard (CY)

Item No. 120-1(c) Sediment Removal from Outfall Pipe Location #3 (Oak Forest Drive) - Per Cubic Yard (CY)

Item No. 120-1(d) Sediment Removal from Outfall Pipe Location #4 (Deer Run Drive) - Per Cubic Yard (CY)

Item No. 120-1(e) Sediment Removal from Outfall Pipe Location #5 (Winter Springs Boulevard) - Per Cubic Yard (CY)

Item No. 120-1(f) Sediment Removal from Outfall Pipe Location #6 (Pond #59, Seneca Boulevard) - Per Cubic Yard (CY)

5. PERFORMANCE TURF, SOD

a.) Furnish all labor, materials, equipment, and services for establishing healthy turf over all areas shown on the drawings and all other areas disturbed during construction.

b.) Performance turf shall be installed in accordance with FDOT Standard Specification Section 570 along with sections referenced within this section.

c.) Sod for the project shall generally be Bahia.

d.) Measurement: The quantity for payment shall be the actual number of square yards of sod furnished and installed as measured at each project site.

Payment shall be made under:

Item No. 570-1-2 – Performance Turf, Sod – Per Square Yard (SY).

6. PRE- AND POST-CONSTRUCTION VIDEO AND PHOTOGRAPHS

6.1 GENERAL

6.1.1 Scope of Work:

Furnish all labor, materials, and equipment necessary to perform a color audio-video recording with relevant photographs of the project site as specified herein. The contractor shall furnish to the CITY two (2) original copies of a continuous color audio-video recording of each project area for the pre- and post-construction conditions. The CITY reserves the right to reject the audio-video because of poor quality, unintelligible audio, uncontrolled pan, zoom or other defects as determined by the CITY. Any video rejected by the CITY shall be re-videoed at no additional cost to the CITY. The Contractor shall submit a sample video to the CITY for format and content approval prior to the start of any work.

6.1.2 Purpose of Work:

Video and photographic documentation will provide the basis for defining the project conditions that exist before construction commences and thus the required restoration

of surface features after completion of the project. The contractor shall be responsible for repairing any damage(s) or defect(s) not documented as the condition that existed prior to construction. In other words, if the area recorded / photographed is not clear with regard to existing defects, faults, cracks or other deficiencies, then the CITY's decision shall be final with regard to a determination and the Contractor will be obligated to repair the defect / deficiency at no additional cost to the CITY or the CITY will repair such defect and the contract amount adjusted accordingly.

6.2 QUALITY ASSURANCE

The video recording shall be performed by a qualified company or individual knowledgeable in construction site video practices, implementation of established inspection procedures and video and photographic documentation for the purpose as defined herein. The minimum qualifications include:

- A. Videographer shall be a company or an individual of established reputation who has been regularly engaged as a professional photographer for not less than three (3) years.
- B. The videographer must have had previous video experience for construction projects.
- C. Any apprentice videographer must be continuously supervised by an experienced videographer that meets or exceeds the above qualifications.

6.3 EXECUTION

Ten (10) days prior to construction commencement, equipment or material mobilization, the Contractor shall perform an audio-video survey of any project area that has the potential to be disturbed by the Contractor's operations. Areas disturbed by the Contractor include, but are not limited to:

- A. All areas to be entered by vehicles or equipment, including both the construction areas and areas of ingress / egress.
- B. Other areas that may be impacted by the work, including work staging and stockpile areas, field offices, etc.

The Contractor shall be solely responsible for the timely execution of the preconstruction audio-video survey, its vantage points, and quality. The Contractor shall cooperate with the videographer's work and provide reasonable auxiliary services as requested, including access, temporary lighting, etc. The submitted files will be reviewed and approved by the CITY within five (5) days after a satisfactory video is submitted. Should the video files not provide adequate coverage to fully illustrate the existing condition of the work area or not be in compliance with these specifications, deficient project areas shall be re-videoed prior to commencing construction at those areas at no additional cost to the CITY. The

Contractor shall provide two (2) copies of both the pre- and post-construction videos on flash drives, or external hard drives with a video transmittal sheet as follows:

Video Transmittal Sheet
PRE-CONSTRUCTION AUDIO-VIDEO SURVEY

Contract No. _____ Project Title: _____
Contractor: _____ DVD No. _____
Date Televised (MM/DD/YY): _____ Date Submitted: _____

For each project location:

Project Location No. _____
Street, Address/Location _____
Starting Video Counter No. _____
Video Filename _____
Photograph Nos. _____

The video portion of the recording shall produce bright, sharp clear pictures with sufficient resolution accurate colors and shall be free from distortion, shaking, tearing, rolls, or any other form of picture imperfection. The audio portion of the recording shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity and freedom from distortion. Each audio-video recording shall be saved on appropriate media and shall be viewable on a computer. Acceptable video formats include MP4 (other formats may be proposed by the Contractor for approval by the CITY). To preclude the possibility of tampering or editing, the video file(s) shall display continuous information including:

- Date and time of the recording must be accurate; date information will contain the month, day and year; time information will contain hours, minutes and seconds, separated by colons.

Digital information shall appear at the bottom of the viewing screen and in no way interfere with the video portion of the recording. No editing or overlaying of information at a later date will be acceptable. At the start of each video recording segment, a verbal identification summary shall be recorded simultaneously with a wide-angle view (with appropriate panning, if necessary). The identification summary shall include the following:

- Project Name and Number
- Contract Number
- Contractor's Name
- Date and Time
- General location and name of street

- Weather Conditions (sunny, cloudy, temperature, etc.)
- Direction of travel and viewing direction

The recording shall include the coverage of all surface and other site features located within areas to be directly or indirectly affected by the Contractor's work, extending to a minimum of 15 feet outside the actual right-of-way or limit of the Contractor's disturbance (street, construction, etc.). The surface features recorded shall include, but not be limited to, roadways, driveways, sidewalks, curbs, culverts, headwalls, retaining walls, buildings, above-ground utilities, parks, lawns, landscaping, trees, tree canopies, shrubbery and fences. The area of coverage shall also include all unpaved areas and access routes where vehicles or equipment will pass. During video recording, the videographer shall provide narration explaining what is being shown. Of particular concern are any existing faults, fractures, defects and other existing deficiencies. Special commentary shall be given for any unusual conditions of buildings, sidewalks, curbing, foundations, trees, shrubbery, structures, equipment, pavement, etc. Audio descriptions shall be made simultaneously to support the video coverage.

Streets shall be recorded for the full width of the right-of-way, or as specifically directed by the CITY. Where applicable, back and/or side yard areas of residential homes, within the Contractor's work area shall also be recorded. Houses and buildings shall be identified visually by house or building address in such manner that the progress of the taping and the proposed system may be located by reference to the houses and buildings.

A cumulative index correlating the various segments of video coverage to the corresponding video files and photographs shall be supplied to the CITY. This index shall identify each segment of video by location, video counter number, viewing side, point starting from, traveling direction, and ending point.

The Contractor shall also submit electronic digital photography depicting the project areas of proposed work and shall be identified by street.

Video recordings may also be outside the limits of the Contractor's work. This work, if required, will be directed by CITY staff.

The rate of travel for video recording shall be determined by the number, size, and complexity of the surface and other site features to be documented. At no time shall the rate of travel exceed 60 feet per minute. Forward motion of the camera shall be halted when viewing objects or structures outside the limits of the street or easement being documented.

The videographer shall pan and zoom in and out at a reasonable rate so as to sufficiently control the clarity of object being viewed and the video shall have the capability to

transfer individual frames of video electronically into digital photographs and/or hard copy prints.

At no time will the Contractor be allowed to use any electrical circuits within a building on private properties.

All video recordings shall be performed during regular business hours (9:00 am to 5:00 pm), unless otherwise approved by the CITY. No video recording shall be performed if the weather is unacceptable, such as rain, fog, or elongated shadows that distort perception and tend to prevent clear resolution or when more than 10% of the ground area is covered with standing water (unless documenting the standing water is an objective of the recording).

Additionally, video and photographic documentation of post-construction conditions shall mimic the video and photographs that were taken during pre-construction in order to provide the CITY with documentation that all improvements have been constructed and all surface features have been restored to pre-construction conditions.

All video files will become the permanent property of the CITY.

Payment for the videos shall be made on a Lump Sum basis and shall be made when post construction videos and photographs have been reviewed and approved.

Payment shall be made under:

Item No. 9999-1 – Pre- and Post- Construction Video and Photographs – Per Lump Sum (LS).

12. GRANT FUNDING COMPLIANCE

Funding for this project will be partially provided by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS); pursuant to Agreement No. NR234209XXXXC012 Amendment Number 2; CFDA No. 10.923. As such, all applicable federal guidelines, including, but not limited to the following are hereby incorporated herein by reference. The Contractor shall abide by all applicable federal guidelines at all times throughout the execution and completion of this project.

- i. Procurement Standards – 2 CFR 200.317 through 200.326
- ii. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II to 2 CFR Part 200
- iii. Labor Standards – 29 CFR Part 5
- iv. Work Hours and Safety – 40 USC 324-330

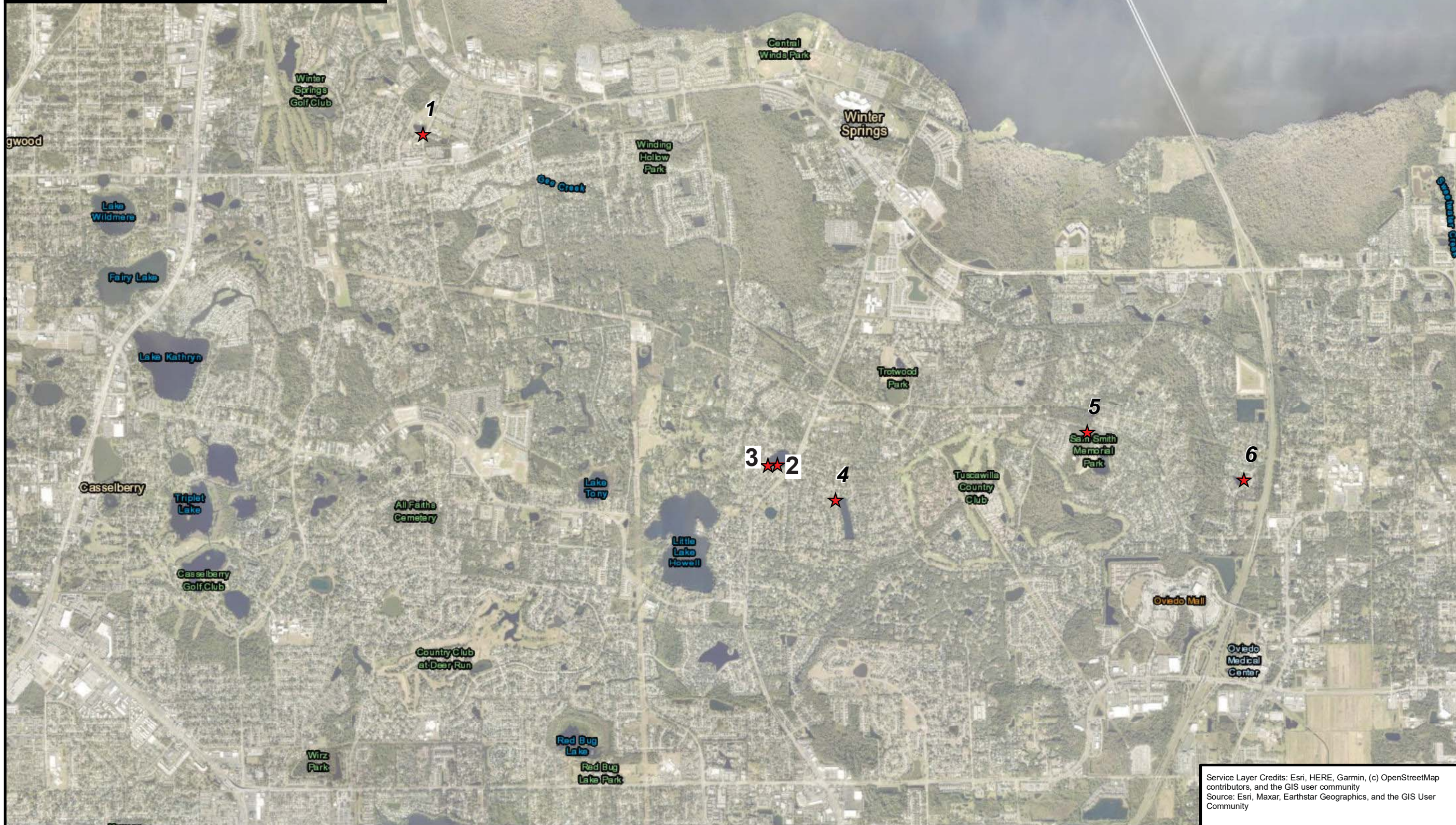
v. NRCS Supplement to OSHA Parts 1910 and 1926

Please Refer to Reference Documents

Attachment B-1 – Project Location Figures (Figures 1 through 6)

Attachment B-2 – Project Detail Sheets (Sheets Nos. 1 and 2)

Location No.	Pipe Outfall Location	Figure No.
1	Torcaso Park	2
2	925 & 927 Chokecherry Court	3
3	920 & 922 Oak Forest Drive	3
4	1207 & 1209 Deer Run Drive	4
5	Winter Springs Boulevard (near Sam Smith Memorial Park)	5
6	1812 & 1814 Seneca Boulevard	6



LEGEND

★ Project Locations

SCALE: 1" = 3,000'

0 3,000

OVERALL LOCATION MAP

POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

Pegasus
ENGINEERING

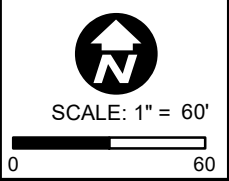
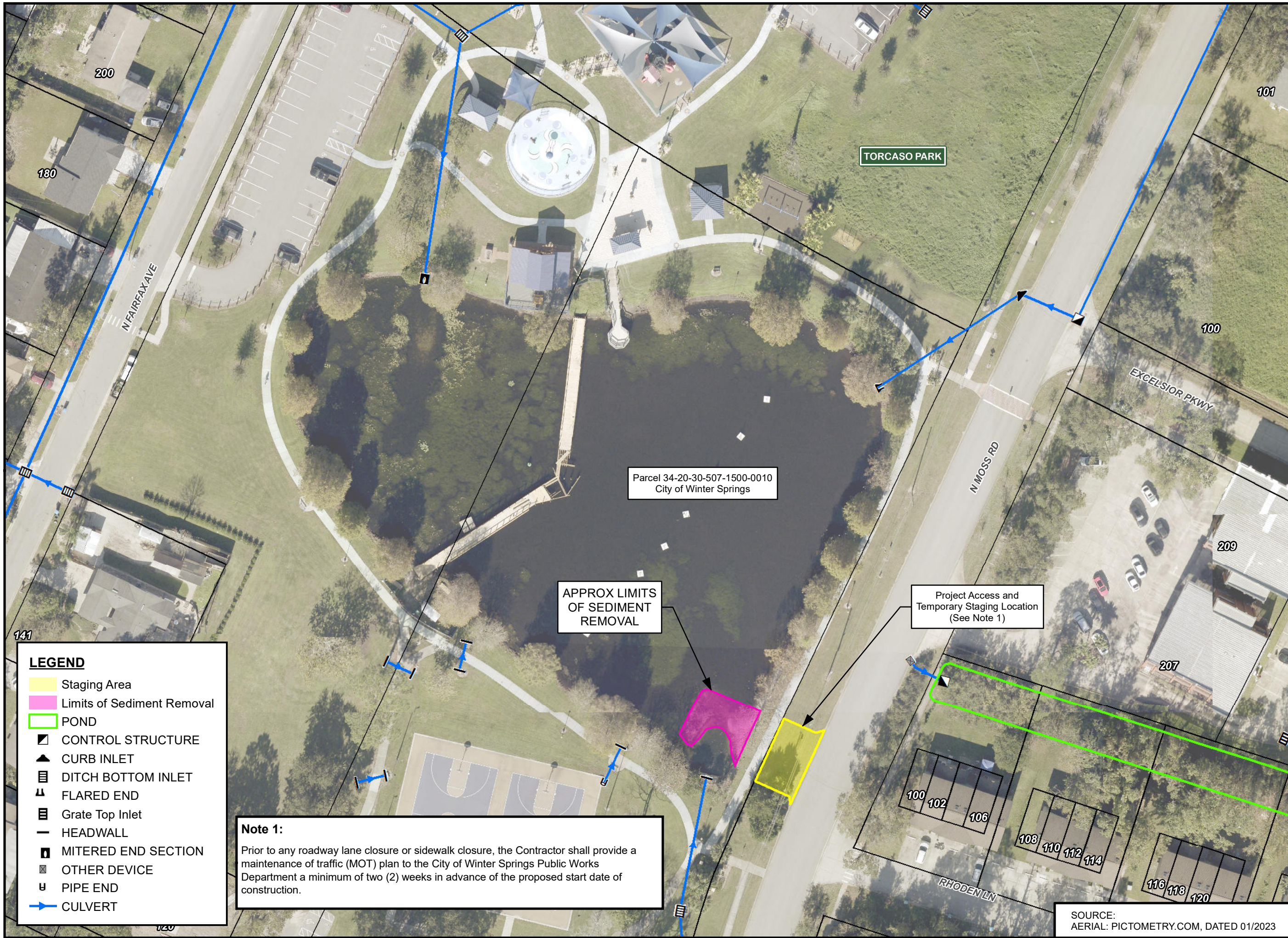
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
DATE: March 2024

FIGURE

1

Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



**OUTFALL LOCATION #1
TORCASO PARK**

POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

LEGEND

	Staging Area
	Limits of Sediment Removal
	POND
	CONTROL STRUCTURE
	CURB INLET
	DITCH BOTTOM INLET
	FLARED END
	Grate Top Inlet
	HEADWALL
	MITERED END SECTION
	OTHER DEVICE
	PIPE END
	CULVERT

Note 1:
Prior to any roadway lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction.

APPROX LIMITS OF SEDIMENT REMOVAL

Project Access and Temporary Staging Location (See Note 1)

Parcel 34-20-30-507-1500-0010
City of Winter Springs

Pegasus
ENGINEERING

301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
DATE: 03/2024

FIGURE
2

SOURCE:
AERIAL: PICTOMETRY.COM, DATED 01/2023



SCALE: 1" = 100'

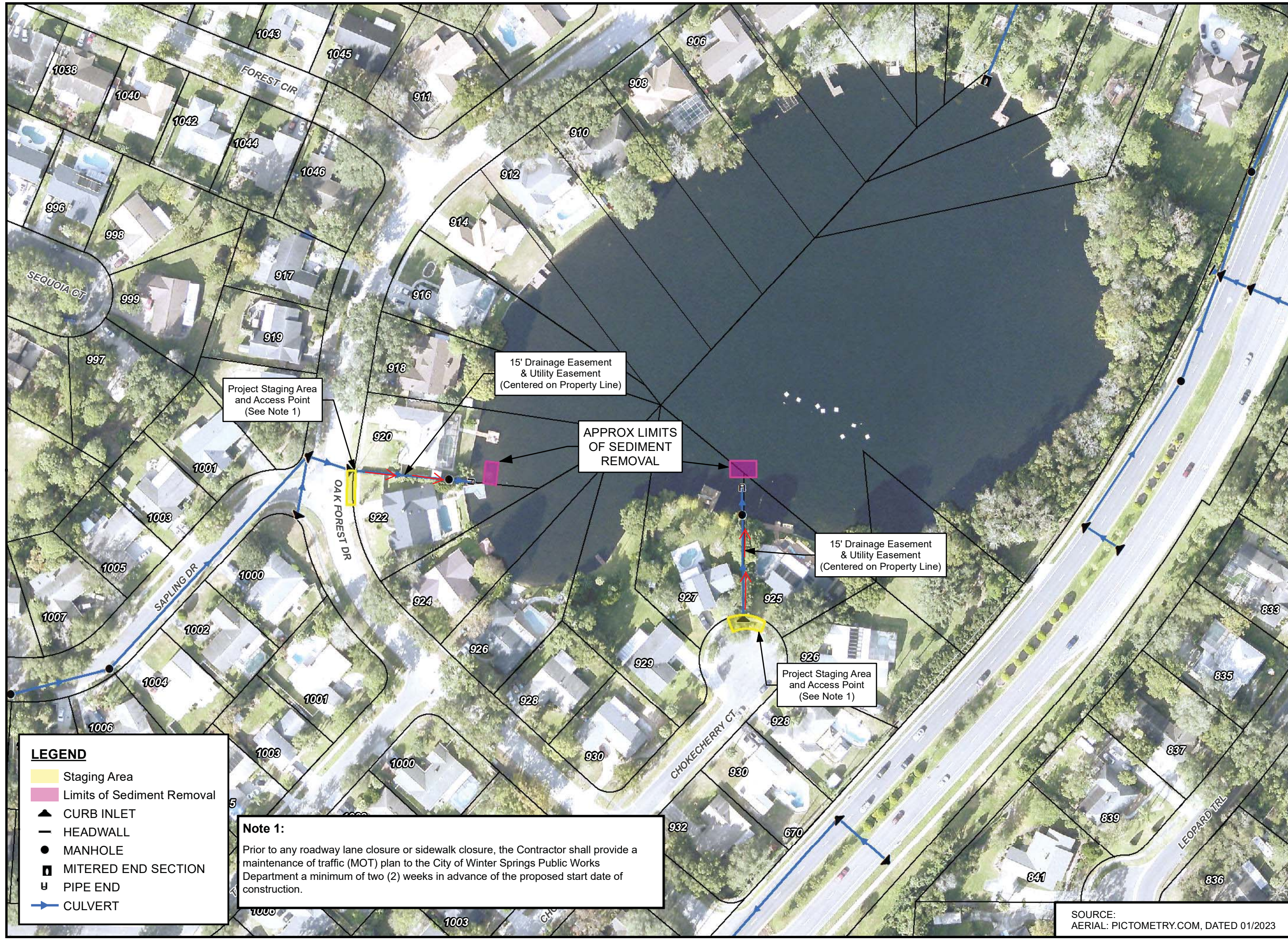


OUTFALL LOCATION #2 AND #3
925 & 927 CHOKECHERRY COURT
920 & 922 OAK FOREST DRIVE
POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

Pegasus
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
DATE: 03/2024

FIGURE
3

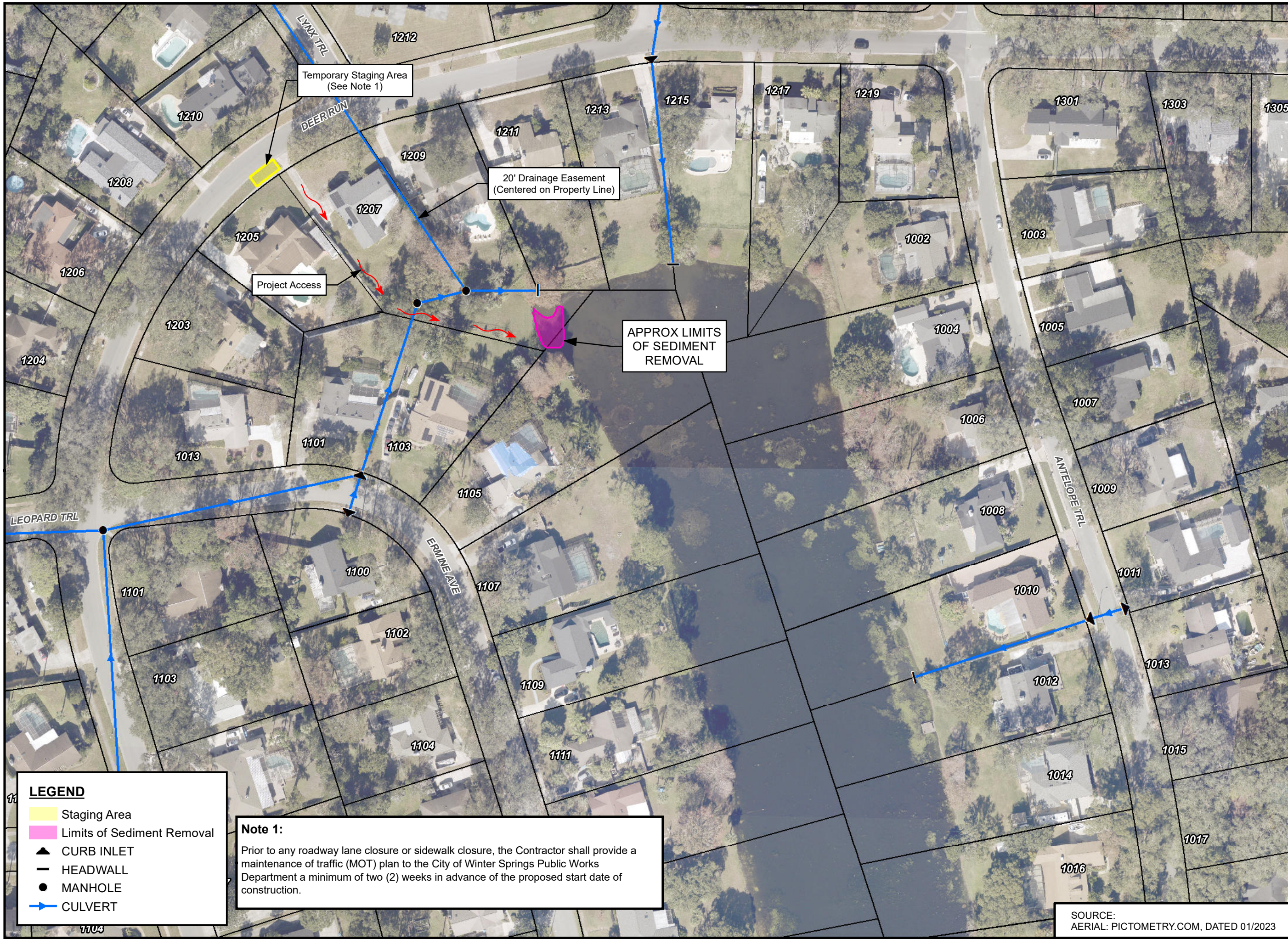


LEGEND

- Staging Area
- Limits of Sediment Removal
- CURB INLET
- HEADWALL
- MANHOLE
- MITERED END SECTION
- PIPE END
- CULVERT

Note 1:
Prior to any roadway lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction.

SOURCE:
AERIAL: PICTOMETRY.COM, DATED 01/2023



SCALE: 1" = 100'

OUTFALL LOCATION #4
1207 & 1209 DEER RUN DRIVE
POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

LEGEND

- Staging Area
- Limits of Sediment Removal
- CURB INLET
- HEADWALL
- MANHOLE
- CULVERT

Note 1:
 Prior to any roadway lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction.

Pegasus
 ENGINEERING
 301 WEST STATE ROAD 434, SUITE 309
 WINTER SPRINGS, FL 32708
 TEL: 407-992-9160 • FAX: 407-358-5155
 WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
 DATE: 03/2024

FIGURE
4

SOURCE:
 AERIAL: PICTOMETRY.COM, DATED 01/2023



SCALE: 1" = 60'



**OUTFALL LOCATION #5
WINTER SPRINGS BOULEVARD
(NEAR SAM SMITH MEMORIAL PARK)**
POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

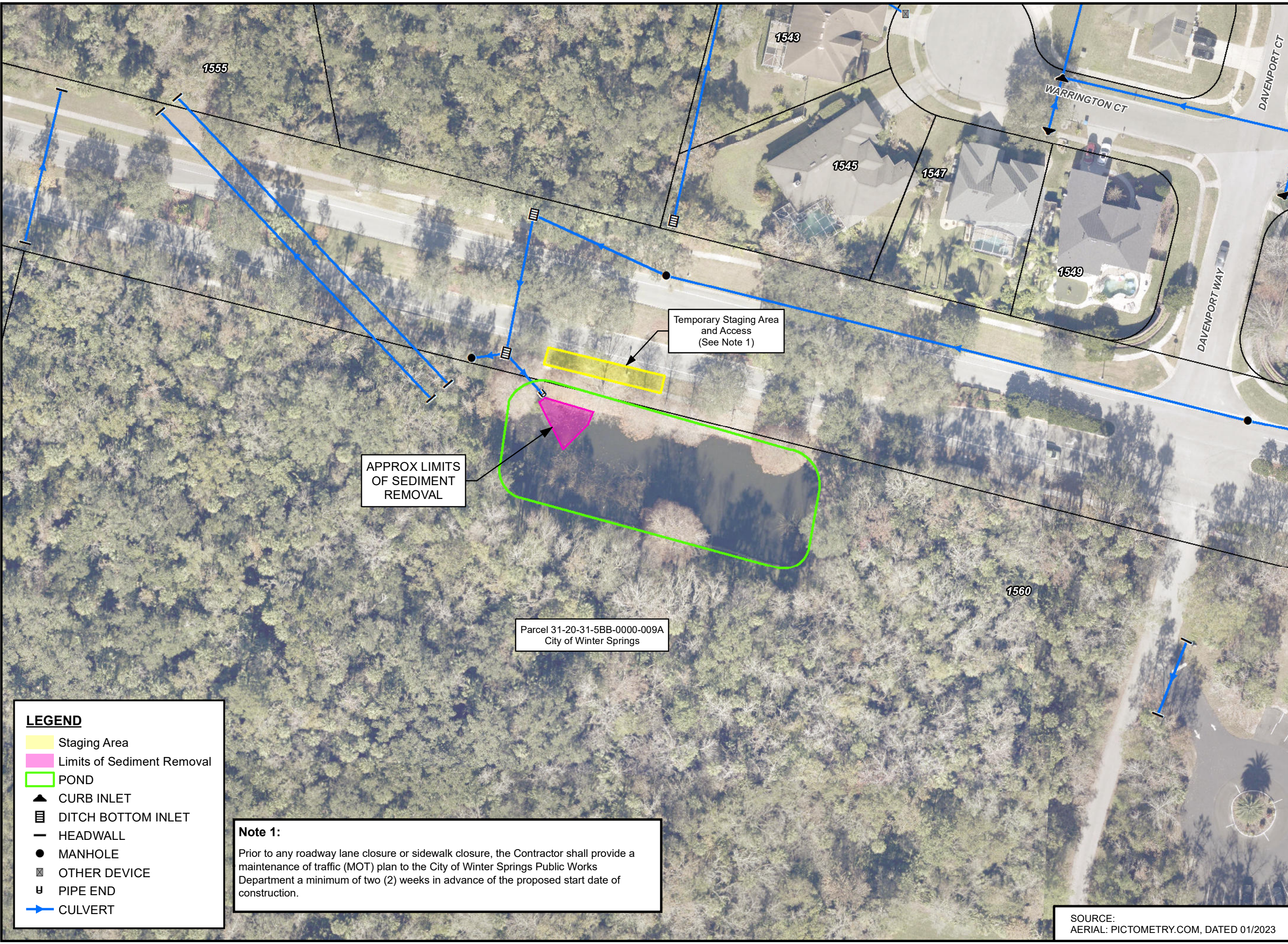
Pegasus
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
DATE: 03/2024











FIGURE

5

SOURCE:
AERIAL: PICTOMETRY.COM, DATED 01/2023



LEGEND

-  Staging Area
-  Limits of Sediment Removal
-  POND
-  CURB INLET
-  DITCH BOTTOM INLET
-  HEADWALL
-  MANHOLE
-  OTHER DEVICE
-  PIPE END
-  CULVERT

Note 1:

Prior to any roadway lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction.



SCALE: 1" = 60'



OUTFALL LOCATION #6 1812 & 1814 SENECA BOULEVARD

POND SEDIMENT REMOVAL PROGRAM
WINTER SPRINGS, FLORIDA

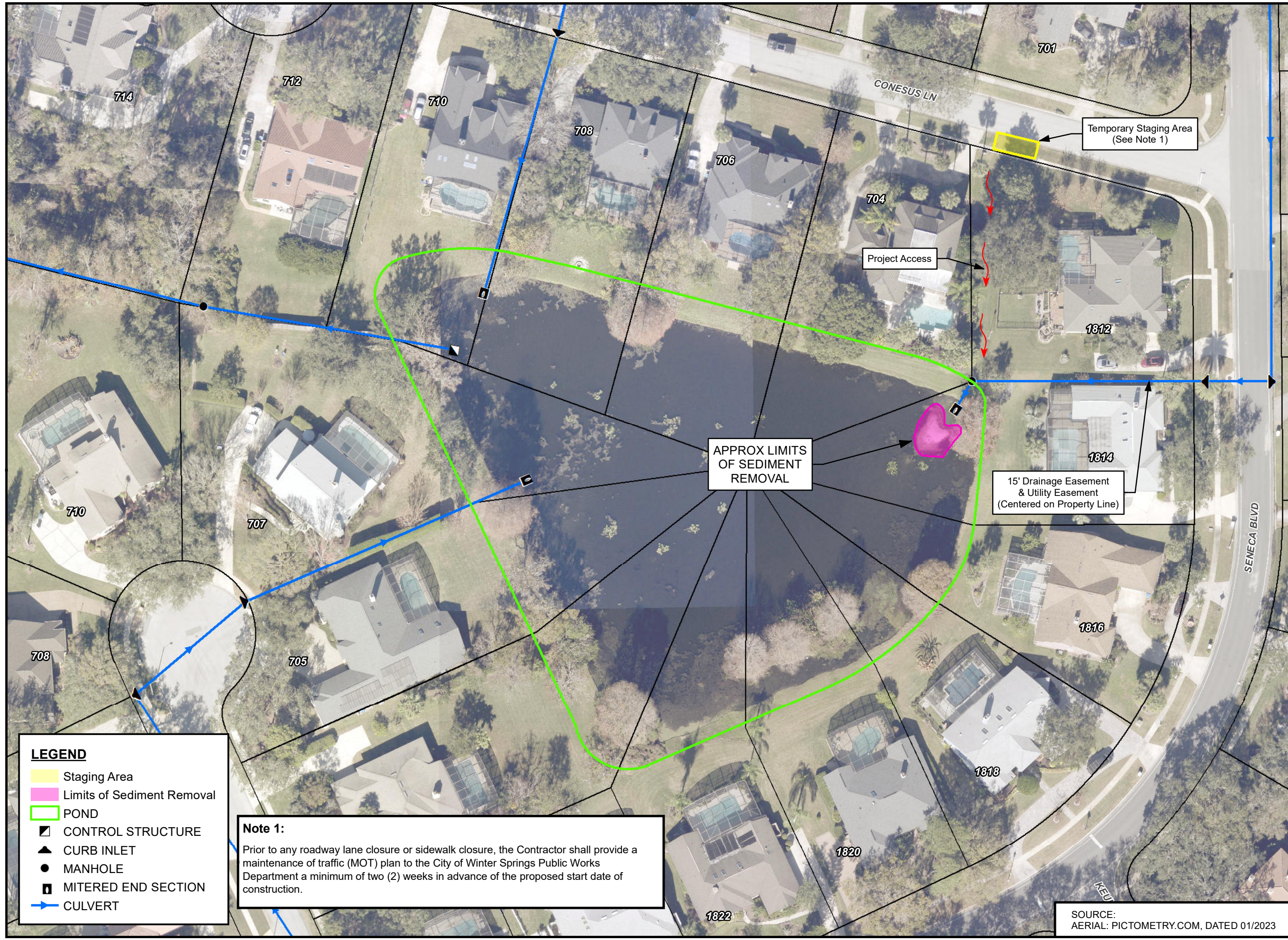
Pegasus
ENGINEERING
301 WEST STATE ROAD 434, SUITE 309
WINTER SPRINGS, FL 32708
TEL: 407-992-9160 • FAX: 407-358-5155
WEB: WWW.PEGASUSENGINEERING.NET

JOB NO.: WSC-22005
DATE: 03/2024









FIGURE

6

SOURCE:
AERIAL: PICTOMETRY.COM, DATED 01/2023

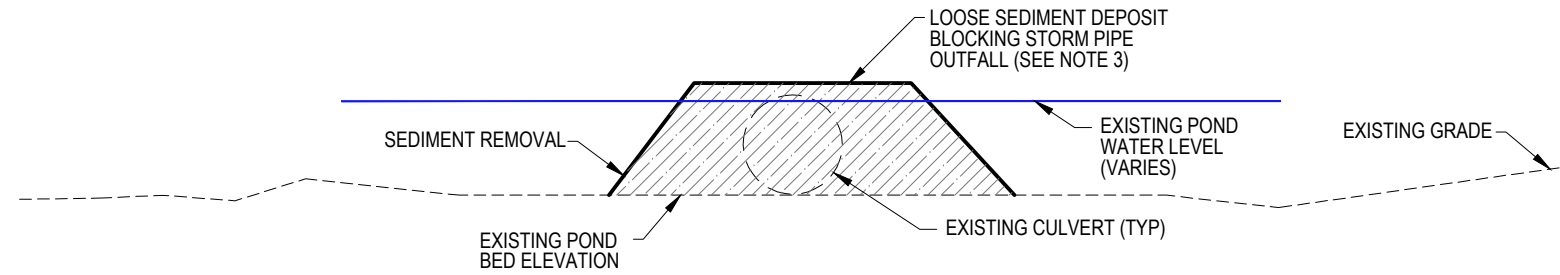


LEGEND

-  Staging Area
-  Limits of Sediment Removal
-  POND
-  CONTROL STRUCTURE
-  CURB INLET
-  MANHOLE
-  MITERED END SECTION
-  CULVERT

Note 1:

Prior to any roadway lane closure or sidewalk closure, the Contractor shall provide a maintenance of traffic (MOT) plan to the City of Winter Springs Public Works Department a minimum of two (2) weeks in advance of the proposed start date of construction.



**TYPICAL SECTION
N.T.S.**

THE CONTRACTOR SHALL MAKE THE FOLLOWING SUBMITTALS TO THE CITY FOR APPROVAL PRIOR TO MOBILIZATION:

1. THE CONTRACTOR SHALL SUBMIT A SCHEDULE THAT INCLUDES ALL THE PROJECT SITES.
2. THE CONTRACTOR SHALL SUBMIT A WORK PLAN FOR EACH POND SEDIMENT REMOVAL LOCATION DESCRIBING THE TYPE OF EQUIPMENT THAT SHALL BE USED. CONTRACTOR SHALL INCLUDE ANY DEWATERING EQUIPMENT, STAGING AREA, STOCKPILING, AND HAULING (IF APPLICABLE).
3. THE CONTRACTOR SHALL SUBMIT AN EROSION AND SEDIMENT CONTROL PLAN TO BE USED FOR EACH PROJECT LOCATION AND SHALL MEET ALL FDEP AND SJRWMD WATER QUALITY REQUIREMENTS. CONTRACTOR SHALL OBTAIN AN NPDES PERMIT FOR THE PROJECT (IF REQUIRED).

CONSTRUCTION NOTES

1. NO SURVEY WAS PERFORMED AND EXISTING UTILITIES ARE NOT SHOWN ON THE PROVIDED FIGURES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL LOCATE ALL UTILITIES AND NOTIFY THE CITY OF WINTER SPRINGS PUBLIC WORKS DEPARTMENT 72 HOURS PRIOR TO DIGGING AT THE PROJECT SITE.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES.
3. THE CONTRACTOR SHALL REMOVE ONLY SEDIMENTS AND DEBRIS THAT ARE BLOCKING THE STORM PIPE OUTFALLS AND LIMITING POND CAPACITY. THE CONTRACTOR SHALL NOT EXCAVATE BEYOND EXISTING POND BED ELEVATIONS.
4. THE TARGET ELEVATION FOR THE POND BED WILL BE EQUIVALENT TO THE SURROUNDING POND BED ELEVATIONS.
5. THE CONTRACTOR SHALL SOD ALL DISTURBED AREAS ABOVE THE DESIGNED OR TYPICAL SEASONAL LOW WATER LINE WITH BAHIA SOD.
6. THE CONTRACTOR SHALL RESTORE ALL AREAS AND INFRASTRUCTURE TO AN EQUAL OR BETTER CONDITIONS THAN PRE-CONSTRUCTION CONDITIONS. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY SIDEWALK, SOD, GUARDRAIL, CURB & GUTTER, EXISTING STORM PIPES, RIPRAP PROTECTION, FENCES, MONUMENTS, ETC.

7. ALL BRUSH, STRIPPINGS, UNSUITABLE MATERIAL, AND SEDIMENT DEPOSITS SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL SITE AT THE CONTRACTOR'S EXPENSE.
8. ALL CONSTRUCTION WORK SHALL BE PERFORMED WITHIN THE CITY-OWNED RIGHT-OF-WAY LIMITS, WITHIN THE POND, OR OTHER CITY-OWNED PROPERTY OR EASEMENT.
9. CONTRACTOR SHALL USE EXTRA CAUTION AND CARE WHEN WORKING AROUND EXISTING CULVERTS.

SEQUENCE OF CONSTRUCTION

FOR EACH SEDIMENT REMOVAL LOCATION:

1. UPON APPROVAL OF THE PROJECT SCHEDULE AND RECEIPT OF THE NOTICE TO PROCEED, THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, STRUCTURES AND FEATURES WITHIN THE PROJECT AREA.
2. THE CONTRACTOR SHALL DOCUMENT SITE CONDITIONS USING VIDEO AND PHOTOGRAPHS PRIOR TO WORK COMMENCEMENT.
3. INSTALL ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AND BEST MANAGEMENT PRACTICES (BMPS).
4. REMOVE SEDIMENT AND DEBRIS DEPOSIT(S) AT THE PROJECT SITE.
5. HAUL ALL SEDIMENT AND DEBRIS OFF THE JOB SITE.
6. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION EQUIPMENT TO EQUAL OR BETTER THAN PRE-CONSTRUCTION CONDITIONS.
7. SOD ALL DISTURBED AREAS.
8. REMOVE EROSION AND SEDIMENT CONTROL DEVICES.
9. PREPARE AS-BUILT SURVEY QUANTIFYING THE SEDIMENT REMOVED FROM EACH PIPE OUTFALL LOCATION.

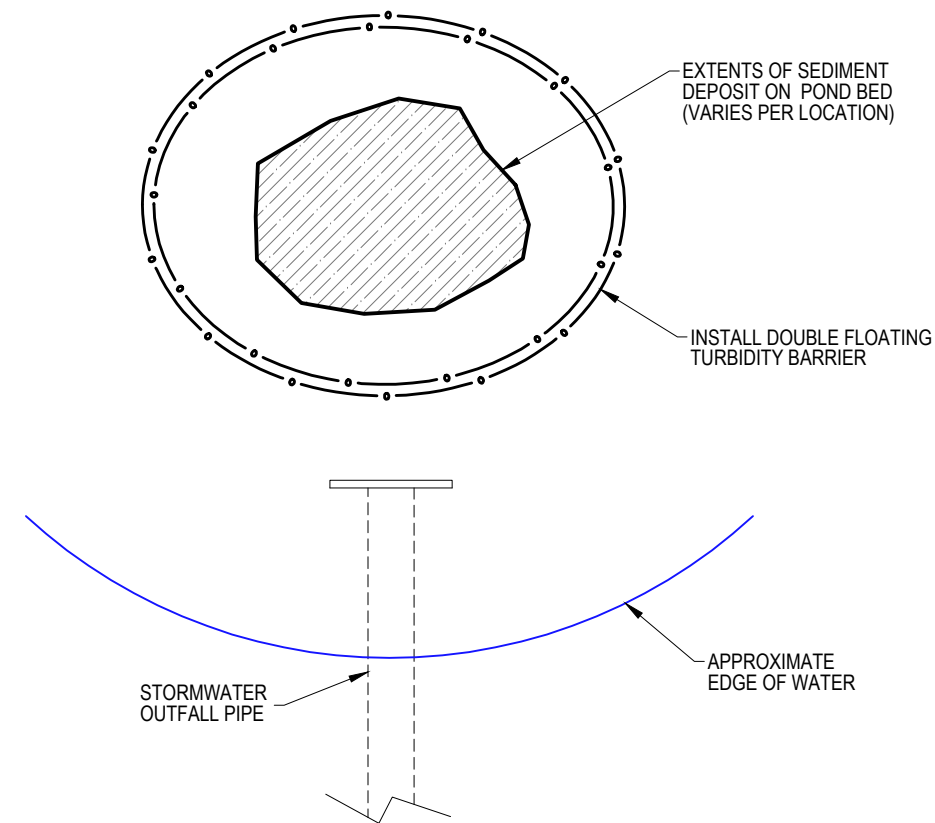
REVISIONS			ENGINEER OF RECORD		City of Winter Springs		NRCS PROJECTS POND SEDIMENT REMOVAL PROJECT		SHEET NO.	
NO.	DATE	DESCRIPTION								
			DAVID HAMSTRA, P.E. FLORIDA REGISTRATION NO. 38652		 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770		CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708 PROJECT MANAGER PHIL HURSH, P.E.		TYPICAL SECTION	1

POLLUTION CONTROLS

① TURBIDITY BARRIER (FLOATING)

ROUTINE MAINTENANCE DURING CONSTRUCTION

1. EROSION, SEDIMENT AND TURBIDITY CONTROL SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT AND SHALL BE REMOVED BY THE CONTRACTOR AFTER FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER. THESE CONTROL MEASURES ARE ONLY THE MINIMUM REQUIRED AND ADDITIONAL CONTROLS SHALL BE UTILIZED AS NEEDED, DEPENDENT UPON ACTUAL SITE CONDITIONS AND CONSTRUCTION OPERATIONS.
2. ALL DISTURBED AREAS WILL BE BROUGHT TO FINAL GRADE AND SODDED AS SOON AS POSSIBLE.
3. AREAS WHICH MAY ERODE DUE TO SLOPES OR CONCENTRATED RUNOFF DURING CONSTRUCTION WILL BE PROTECTED WITH SILT FENCE OR OTHER ALTERNATIVE METHODS.



EROSION CONTROL

1. THE CONTRACTOR SHALL USE ALL BEST MANAGEMENT PRACTICES (BMPS) TO PREVENT EROSION AND SEDIMENT TRANSPORT FROM THE PROJECT SITE. BMP'S SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES AND SHALL BE PROPERLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
2. EROSION CONTROL AND SEDIMENTATION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING ANY CONSTRUCTION. THEY SHALL BE INSTALLED IN ACCORDANCE WITH ALL REGULATORY AGENCY REQUIREMENTS.
3. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO ENSURE THAT ADEQUATE EROSION AND SEDIMENT CONTROL DEVICES ARE MAINTAINED AT ALL TIMES DURING THE PROJECT.

REVISIONS			ENGINEER OF RECORD		City of Winter Springs		NRCS PROJECTS POND SEDIMENT REMOVAL PROJECT		SHEET NO.	
NO.	DATE	DESCRIPTION								
			DAVID HAMSTRA, P.E. FLORIDA REGISTRATION NO. 38652		 301 WEST STATE ROAD 434, SUITE 309 WINTER SPRINGS, FLORIDA 32708 CERTIFICATE OF AUTHORIZATION NO. 27770		CITY HALL 1126 EAST STATE ROAD 434 WINTER SPRINGS, FLORIDA 32708 PROJECT MANAGER PHIL HURSH, P.E.		EROSION AND SEDIMENT CONTROL PLAN DETAIL	2

Appendix C- BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as Principal, and _____ as
Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of _____ Dollars (\$_____) for
the payments of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF
WINTER SPRINGS a certain Bid, attached hereto and hereby made a part hereof to enter into a contract
in writing, for the Work described as:

Pond Sediment Removal Services

NOW, THEREFORE, if the Principal shall not withdraw said Bid within 90 days after the opening of the
same, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver
required certificates of insurance and a contract that, at minimum, includes the terms of the Form of
Agreement attached hereto (properly completed in accordance with said Bid), and shall give bond
with good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such contract, then this obligation shall be void; otherwise the same shall remain
in force and effect and the sum herein stated shall be due and payable to the CITY OF WINTER SPRINGS
and the Surety herein agrees to pay said sum immediately, upon demand of the CITY OF WINTER
SPRINGS, in good and lawful money of the United States of America, as liquidated damages for failure
of the Principal; it being expressly understood and agreed that the liability of the Surety for any and
all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by an extension of the time within which the OWNER
may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their

several seals this _____ day of _____, 2024, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	}	(Principal)	(Seal)
(Witness)		(Title)	
		(Address)	
		(Surety)	(Seal)
		(Title)	
		(Address)	

Appendix D – PERFORMANCE BOND FORM

Bond No. _____

BY THIS PERFORMANCE BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as

Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of \$ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the Pond Sediment Removal project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a performance bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE. The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied. Without limiting the Principal's and Surety's obligations under the Contract and this bond, the Principal and Surety agree:

- A. Promptly and faithfully perform their duties and all the covenants, terms, conditions, and obligations under the Contract including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
- B. Pay OWNER all losses, damages, delay damages (liquidated or actual), expenses, costs and attorneys' fees under sections 627.428 or 627.756, Florida Statutes, including costs and attorney's fees on appeal that OWNER sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and
- C. Satisfy all claims and demands incurred under the Contract, and fully indemnify and hold harmless the OWNER from all costs and damages which it may suffer by reason or failure to do so.

2. OWNER'S AFFIDAVIT OF CONTRACTOR BREACH OR DEFAULT. If the OWNER shall provide to Surety the written affidavit of the OWNER stating that the Principal is in breach or default of the Contract, and that such breach or default remains uncured by the Principal, then upon delivery of such affidavit to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the OWNER in writing which action it will take as permitted in Paragraph 3.

3. SURETY'S OBLIGATION UPON DELIVERY OF OWNER'S AFFIDAVIT OF CONTRACTOR'S BREACH OR DEFAULT. Upon the delivery of the OWNER's affidavit of breach or default by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

- A. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own CONTRACTORS or employees, approved as being acceptable to the OWNER, in the OWNER's sole discretion, provided, however, that OWNER's discretion in approving the Surety's CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the Contract and is not affiliated in any way with the Principal. During this performance by the Surety, the OWNER will pay the Surety from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. During this performance by Surety, any payment bond required under the Contract must remain in full force and effect; or
- B. **Tender a completing CONTRACTOR acceptable to OWNER.** Tender a CONTRACTOR, together with a contract for fulfillment and completion of the Contract executed by the completing CONTRACTOR, to the OWNER for the OWNER's execution. OWNER's discretion to approve Surety's completing CONTRACTOR will not be unreasonably withheld as to any CONTRACTOR who would have qualified to offer a proposal on the contract and is not affiliated with the Principal. OWNER's discretion to approve CONTRACTOR as the completing CONTRACTOR and to approve the tendered contract shall be in OWNER's sole and absolute discretion. Upon execution by the OWNER of the contract for fulfillment and completion of the Contract, the completing CONTRACTOR must furnish to the OWNER a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the OWNER for the Project by the Principal. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The OWNER will pay the completing CONTRACTOR from its own funds only those sums as would have been due and payable to the Principal under the Contract as and when they would have been due and payable to the Principal in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the OWNER under the Contract. To the extent that the OWNER is obligated to pay the completing CONTRACTOR sums which would not have been due and payable to CONTRACTOR under the Contract (any sums in excess of the then remaining Contract balance less any sums due the OWNER under the Contract), the Surety must pay the OWNER the full amount of those sums at the time the completing CONTRACTOR tenders an invoice to the OWNER so that the OWNER can utilize those sums in making timely payment to the completing CONTRACTOR; or
- C. **Tender the Full Penal Sum.** Tender to the OWNER the full Penal Sum of the performance bond. The OWNER will refund to the Surety without interest any unused portion not spent by the OWNER procuring and paying a completing CONTRACTOR or completing the Contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or
- D. **Other Acts.** Take any other acts mutually agreed upon in writing by the OWNER and the Surety.
- E. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE PRINCIPAL CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE PRINCIPAL HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT THE SURETY HAS RECEIVED THE AFFIDAVIT OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**
3. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to those duties set forth herein above, the Surety must promptly pay the OWNER (i) all losses, costs and expenses resulting from the Principal's breach(es) or default(s), including, without limitation, fees (including attorney's fees pursuant to sections 627.428 or 627.756, Florida Statutes and related costs), expenses and costs for architects, ENGINEERS, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the Contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.

4.

- 5. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the work to be performed under the Contract.
- 6. **NO THIRD-PARTY BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights against the Surety.
- 7. **METHOD OF NOTICE.** All notices to the Surety, the Principal or the OWNER must be given by Certified Mail, Return Receipt Requested, to the address set fourth for each party below:

SURETY:

Name: _____

Attention: _____

Street: _____

City, State: _____

Zip: _____

PRINCIPAL:

Name: _____

Attention: _____

Street: _____

City, State: _____

Zip: _____

OWNER:

The City of Winter Springs
Attention: Phil Hursh, Acting City Manager
1126 E. State Road 434
Winter Springs, Florida 32708
(407) 327-5957

with a copy to:

Anthony A. Garganese, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

- 8. **STATUE OF LIMITATIONS.** Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three (3) years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by the OWNER, whichever is longer.

9. RECITALS. The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

10. GOVERNING LAW. This performance bond shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws provisions.

11. VENUE. In the event any legal action shall be filed upon this performance bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.

12. MISCELLANEOUS.

- A. The Surety agrees that this performance bond shall afford the OWNER with all of the protections and rights afforded under Florida Statutes and under common law.
- B. This performance bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any labor and materials payment bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.
- C. In the event that the Surety fails to fulfill its obligations under this performance bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this performance bond.
- D. This performance bond shall remain in full force and effect until such time all the work, labor and materials under the Contract have been performed or provided to the OWNER's complete satisfaction, through the expiration of all warranty periods.

Principal

(Typed Firm Name)

(Seal)

By: _____
(Signature)

(Printed Name)

(Title)

(Address)

(Date of Execution)

Surety

(Typed Firm Name)

(Seal)

By: _____
(Signature)

(Printed Name)

(Title)

(Address)

(Date of Execution)

Appendix E – LABOR AND MATERIALS PAYMENT BOND FORM

Bond No. _____

BY THIS LABOR AND MATERIALS PAYMENT BOND, We _____, as Principal, whose address is _____ and telephone number is _____ and _____, as Surety, whose address is _____ and telephone number is _____ are bound to the City of Winter Springs, a Florida municipal corporation, as OWNER, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708 and telephone number is 407-327-1800, in the initial sum of \$ _____ (110% of Contract Price), or such greater amount as the Contract may be adjusted from time to time in accordance with the Contract between the Principal and OWNER) (the "Penal Sum").

WHEREAS, the Principal has executed a contract with the OWNER, dated _____, for the pond sediment removal services project in the City of Winter Springs, Seminole County, Florida (the "Project"); and

WHEREAS, the OWNER has required the Principal to furnish a labor and materials payment bond in accordance with law and as a condition of executing the Contract with Principal; and

WHEREAS, this bond is being entered into to satisfy the requirements of Section 255.05(1), Florida Statutes and the Contract referenced above, as the same may be amended, and additionally, to provide common law rights more expansive than as required by statute.

NOW THEREFORE, the Surety and the Principal, both joint and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree as follows:

1. **CONTRACT INCORPORATED; SURETY AND PRINCIPAL BOUND FOR FULL PERFORMANCE.** The Contract is incorporated by reference and made a part of this bond. The Surety and the Principal are bound to promptly make payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, supplies, or rental equipment used directly or indirectly by Principal in the prosecution of the work provided under the Contract. Any such payments shall not involve the OWNER in any expense.
2. **CLAIMS.** Claims made under this bond shall be made pursuant to provisions of Section 255.05, Florida Statutes, and applicable law. Therefore, a claimant, except a laborer, who is not in privity with the Principal shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the Principal with written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, services, or materials shall deliver to the Principal and to the surety written notice of the performance of the labor or delivery of materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to the rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with Principal which includes sums for retainage must specify the portion of the amount claimed for retainage.
3. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Sum, or the labor, work, or materials required to be performed under the Contract.
4. **BENEFICIARIES.** The Surety provides this performance bond for the sole and exclusive benefit of the OWNER and OWNER's heirs, administrators, executors, successors and assigns, as well as for the benefit of any claimants who have actually provided labor, material, rental equipment, or services under the Contract.

5. **RECITALS.** The recitals contained in this labor and materials payment bond are incorporated by reference herein and are expressly made a part of this bond.
6. **GOVERNING LAW.** This labor and materials payment bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.
7. **VENUE.** In the event any legal action shall be filed upon this labor and materials payment bond, venue shall lie exclusively in the Circuit Court for Seminole County, Florida.
8. **MISCELLANEOUS.**
 - A. The Surety agrees that this labor and materials payment bond shall afford the OWNER and all claimants under the Contract with all of the protections and rights afforded under Florida Statutes and under common law.
 - B. This labor and materials payment bond is issued in addition to any other bond or warranty required under the Contract including, but not limited to, any performance bond and maintenance bond. Each bond issued under the Contract shall be construed as separate and distinct from each other.
 - C. In the event that the Surety fails to fulfill its obligations under this labor and materials payment bond, then the Surety shall also indemnify and hold the OWNER harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this labor and materials payment bond.
 - D. This labor and materials payment bond shall remain in full force and effect until such time that the legal deadline for filing a claim hereunder has duly expired.

Principal

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

(Date of Execution)

(Date of Execution)

Appendix F – NOTICE OF AWARD

TO: (BIDDER) _____

PROJECT NAME: ITB # 03-24-03 PH Pond Sediment Removal Services

The CITY has considered the BID submitted by _____, for the above described WORK in response to the Advertisement for Bids dated December 29, 2023 and Instructions to Bidders.

You are hereby notified that your BID has been accepted and the total amount of the contract award is \$_____.

You are required by the Instructions to Bidders to execute the Agreement and certificates of insurance and payment and performance bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificate of insurance within ten (10) calendar days from the date of this Notice, the CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your BID as abandoned and your BID BOND shall be forfeited. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CITY.

Dated this _____ day of _____, 2024.

CITY:

By: _____

Philip Hursh

Title: Interim CITY Manager

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by this the _____

day of _____, 2024.

By: _____

Title: _____

Appendix G – NOTICE TO PROCEED

TO:

EFFECTIVE DATE OF THE NOTICE TO PROCEED:

PROJECT: ITB # 03-24-03 PH Pond Sediment Removal Services

You are hereby notified to commence WORK in accordance with the Agreement dated

_____, 2024. In accordance with the Agreement, WORK shall commence within **10**

days of the date of this Notice to Proceed and shall be complete within _____ consecutive calendar days from the effective date of this Notice to Proceed. The final completion of all

WORK is therefore _____.

CITY:

By: _____
Philip Hursh

Title: Interim CITY Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED IS HEREBY ACKNOWLEDGED by this the _____ day

of _____, 2024.

By: _____

Title: _____