



CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, FEBRUARY 10, 2025 - 6:30 PM

CITY HALL - COMMISSION CHAMBERS

1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

Agenda Changes

AWARDS AND PRESENTATIONS

100. Not Used

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

CONSENT AGENDA

300. Wastewater Treatment Plant Belt Filter Press Refurbishment

[Charter Trailer Rebuild Quote](#)

[GSM Quote](#)

[Andritz Quote](#)

301. Capital Improvement Plan (CIP) - Roadway Resurfacing

[Winter Springs FY 2025 pricing.pdf](#)

[IFB-603616-19 Time Extension Middlesex Paving, LLC..pdf](#)

[IFB-603616-19_Middlesex_.pdf](#)

[2025 CPI_Resurfacing_2025.pdf](#)

302. Multiple Storm Sewer Pipelining Projects

[Pipelining Projects Summary.pdf](#)

[City_of_Winter_Springs_- 1170_Howell_Creek_Drive_- 36_CIPP.pdf](#)

[City_of_Winter_Springs_- 1202_Winter_Springs_Blvd_- 30_CIPP.pdf](#)

[City_of_Winter_Springs_- 1162_Howell_Creek_Drive_- 30_CIPP.pdf](#)

[City_of_Winter_Springs_- 1215_Deer_Run_- 36_CIPP.pdf](#)

[City_of_Winter_Springs_- 699_Brown_Bear_Ct_and_Northern_Way_- 15_CIPP.pdf](#)

303. Intent to Award Contract - ITB 11-24-07 PH Gee Creek Erosion Control Counter Measures

[ITB 11-24-07 PH Gee Creek -Cathcart Construction Bid Submittal Docs.pdf](#)

[ITB 11-24-07 PH Gee Creek Erosion Control Construct Co Bid.pdf](#)

[ITB 11-24-07PH Erosion Control Countermeasures - CFE Corp .pdf](#)

[ITB 11-24-07 PH Erosion Control Carr & Collier.pdf](#)

[ITB 11-24-07 PH Gee Creek Erosion Garcia Civil.pdf](#)

[ITB 11-24-07 PH Gee Creek Bid Log & Register.pdf](#)

304. Fiscal Year (FY) 2026 Budget Calendar

[Budget Calendar for FY2026.pdf](#)

305. Surplus Assets

[Surplus Assets 02.10.25.pdf](#)

306. Municipal Services Agreement, Winter Springs Senior Center Inc.

[Municipal Services Agreement - Winter Springs Senior Center, Inc. - 2025 Revisions - 3.pdf](#)

307. Approval of the Minutes from City Commission Meetings held in January 2025.

[2025 01 13 City Commission Regular Meeting Minutes.pdf](#)

[2025 01 15 City Commission Workshop Meeting Minutes.pdf](#)

[2025 01 27 City Commission Regular Meeting Minutes.pdf](#)

PUBLIC HEARINGS AGENDA

400. Second Reading of Ordinance 2025-03: Revising Section 14-3 of the City Code Regarding Criminal History Background Screening

[Ordinance No 2025-03 - Criminal History Checks.pdf](#)

[Legal Advertisement Affidavit](#)

REGULAR AGENDA

500. Review of the Bicycle and Pedestrian Advisory Committee & Parks and Recreation Advisory Committee

[Ordinance 2010-06 Establishing Bicycle and Pedestrian Advisory Committee.pdf](#)

[Bicycle & Pedestrian Advisory Committee Staff Analysis.pdf](#)

[Ordinance 2010-07 Establishing Parks and Recreation Advisory Committee.pdf](#)

[Parks & Recreation Advisory Committee Analysis.pdf](#)

501. Resolution 2025-02: Updating the Retention Policy of Official Meeting Recordings and Formal Agenda Documents for Periods of Time Exceeding the Minimum State Requirement for Retention

[Resolution 2025-02 Records Retention.pdf](#)

[Resolution 2008-24 Retention of Minutes.pdf](#)

502. Matters Related to Boards & Committees

503. New Business

REPORTS

- 600. City Manager Kevin A. Sweet
- 601. City Attorney Anthony A. Garganese
- 602. City Clerk Christian Gowan
- 603. Seat Four Commissioner/Deputy Mayor Cade Resnick
- 604. Seat Five Commissioner Mark Caruso
- 605. Mayor Kevin McCann
- 606. Seat One Commissioner Paul Diaz
- 607. Seat Two Commissioner Victoria Bruce
- 608. Seat Three Commissioner Sarah Baker

PUBLIC INPUT

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

ADJOURNMENT

PUBLIC NOTICE

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based" - per Section 286.0105 *Florida Statutes*.

CONSENT AGENDA ITEM 300

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Wastewater Treatment Plant Belt Filter Press Refurbishment

SUMMARY

The Utility Department is requesting City Commission approve the expense to rebuild the belt filter press, Model TP17.93s using Charter Machine Company. The Utility Department is seeking permission from the Commission to allow the formal bid procedure to be waived in the best interest of the City due to this very specialized piece of equipment. The belt filter press was originally purchased from Charter Machine Company, and they are the most qualified vendor to perform this refurbishment.

The belt filter press, which is trailer mounted, is used at the City's wastewater treatment plants to remove water from liquid wastewater residuals and produce a non-liquid material referred to as "cake." Dewatering wastewater solids reduces the volume of residuals, improves operation, and reduces costs for subsequent storage, processing, transfer, end use, or disposal of biosolids. The City currently owns one belt filter press which is transported from the East to West wastewater treatment plant on an as needed basis.

Charter Machine Company has provided the scope of work for this belt filter press refurbishment to include shipment to their factory in New Jersey to perform the rebuild. The belt filter press will be dismantled and all rollers (gravity and press sections) except for drive rolls will be removed and replaced, all drive rolls to be recoated, all rollers to have new bearings, seals and recoated housings, wash tubes shall be rebuilt with new nozzles, gaskets, seals, perforated roller shall be replaced with a new one, new set of belts, side seals, scraper blades, gravity box seals, and evaluation of repairs needed for the breaker control panel.

The belt filter press is vital to the maintenance of the Wastewater plant operations and the optimization of biosolids management. This refurbishment will ensure the longevity of the belt filter press and increase its functionality and performance.

FUNDING SOURCE

Total refurbishment up to \$298,210 will be funded via a line code transfer from Construction in Progress GL# 410-36-3600-560650 within the FY25 budget which has been re-prioritized based on timing and need.

RECOMMENDATION

Staff recommends the City Commission approve the scope of work and to waive the formal bid process for the refurbishment of the belt filter press and authorize the City Manager to execute a purchase order to Charter Machine Company in the amount of \$271,100 plus a 10% contingency due to the unknown breaker control panel status and possible additional repair or replacement cost, for a total of \$298,210. Additionally, staff requests authorization for the City Manager and City Attorney to prepare and execute any and all applicable contract documents consistent with this Agenda item.



Dewatering Equipment Machines
Division

A GEC Subsidiary

DATE: January 3, 2025

TO: Todd Petrie
Veolia North America

PROPOSAL: Charter Machine Company (CMC)
Proposal No – 250103-C2

PROJECT: Winter Spring FL Trailer Rebuild

SUBJECT: Belt Filter Press Rebuild Proposal

(Full Factory Rebuild with Charter labor to give **15+** years of reliable service)

Item 1

One (1) Rebuild of Charter Machine Company Belt Filter Press, Model TP17.93s with a 1.7 meter total belt width. The existing belt filter press which is trailer mounted is to be shipped back to the NJ Charter factory for the rebuild. The press shall be power washed and cleaned by owner or contractor PRIOR to being shipped. The press will be dismantled as needed for replacement of New parts. The following is a scope of work to be completed at the Charter facility.

- All rollers in press (gravity and press sections) except for drive rolls will be removed and replaced with new industry standard nylon coated rollers. ***NOTE: Charter Machine does not recommend SS clad rollers due to longevity issues associated with the stress cracks from the SS flexing during operation and then water intrusion under the cladding destroys the rollers from the inside out and not noticeable until they break. Charter uses a hot dip nylon process that is the industry standard for roller coatings and should last easily over 10+ years unless there is a very abrasive dewatering material like sand or lime.***
- All drive rolls to be recoated with buna N rubber.
- All rollers to have new bearings, seals and recoated housings.
- Wash tubes shall be rebuilt with new nozzles, gaskets, seals.

- Perforated roller shall be replaced with a new one.
- New set of belts, side seals, scraper blades, gravity box seals.
- ****Repair of damaged control panel. NOTE: There is \$5,000 included in the costing to cover the wire damage and evaluation of the control panel. However, the reason for the wires burning is probably from a short in one or both of the discharge conveyor motors. The motors will have to be checked for damage and figure out if new wires need to be pulled and motors need to be replaced. Charter will perform a full check out and give a report to the city before performing any other work above the wire fix in the panel. Any additional repairs/replacements shall be quote at an adder of time and materials.**

The press will be rebuilt to a fully working condition and will include all warrantees the same as a new press for only the components that were replaced by Charter. During the rebuild, Charter will be allowed to replace components that are no longer available and/or are not rebuildable with new versions to maintain and/or increase functionality and performance.

Charter has not inspected this unit prior to this quote so if there are any frame issues that need to be fixed, they will be quoted separately during the rebuild.

Charter Machine Company will supply the above parts in approximately **10 to 14 weeks** after acceptance of a purchase order. The owner and/or Contractor shall be responsible for unloading any and all shipments.

Charter Machine Company shall furnish all labor (dependent on factory load for employee availability), tools and materials necessary to disassemble the equipment and install all new components listed above to completion and ready for operation. Charter Machine Company shall be responsible for coordinating all improvements with the owner.

Final Information and Pricing for Factory Rebuild.

We propose to furnish the above described equipment for the Total Lot Net Selling Price of **\$ 263,000.00 U.S.D.**, F.O.B. shipping point, with full truck freight allowed back to the owner in FL.

Gearbox option

Item 2

One (1) New Gearbox and Drive Motor for Charter Machine Company Belt Filter Press, Model TP17.93s with a 1.7 meter total belt width. Same price for gravity section and pressure section drives installed at NJ factory.

Final Pricing Information for One (1) Gearbox/Motor Assembly.

We propose to furnish the above described equipment for the Total Lot Net Selling Price of **\$ 8,100.00 each U.S.D.**, for install at NJ factory only.

Additional service may be requested at a rate of \$175 per hour, plus all travel and living expenses.

Please Note:

Except as otherwise noted herein, the following are not included in our offering:

Local, state or federal taxes, permits, or other fees, anchor bolts, wiring, new conduit or plumbing between items, local motor disconnects or lockouts, polymer for startup or operation, platforms, walkways, or handrails.

Warranty:

Our equipment components shall be warranted against defects in workmanship and materials for a period of **eighteen (18)** months after delivery or **twelve (12)** months after start-up, whichever comes first except where noted above. This warranty is based upon compliance with Charter Machine Company's handling, storage, installation, startup, operating and maintenance procedures.

Our standard payment terms are as follows:

50% - upon receipt of purchase order, Net 15 days

40% - upon delivery and before work begins, Net 15 days

10% - upon return delivery, Net 15 days

Other terms and conditions apply per the attached sheet. Late payments shall be subject to a 1.5% per month finance charge.

Early shipments of embedded metal work can possibly be made however there will be an additional charge of the lowest ground freight rate available to the purchaser.

Early shipments and partial shipments will be invoiced as shipped on a prorated basis to be determined by CMC.

Unless otherwise specified this proposal is offered for acceptance for (120) one hundred twenty days and is subject to review thereafter. Delays in shipments caused by slow

return of submittals or other delays caused by the contractor, owner, owner's agents or engineer may result in additional charges of 1% per month.

Submittal Schedule (if required):

Approval submittals for the electrical control panel can be forwarded approximately **4-6 weeks** after our receipt and acceptance of your purchase order with a scope and description of the control panel.

Delivery Schedule:

Shipment of the equipment and/or parts can be made approximately **10-12 weeks** after our receipt of approval and your release to manufacture (depending on factory load and man power scheduling).

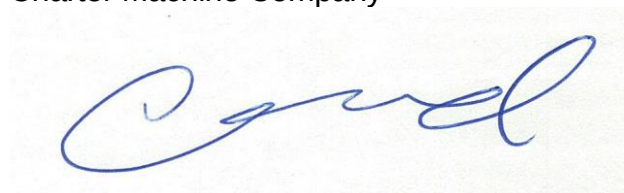
These lead times are based upon typical Engineering and Shop loading, which may vary to some degree.

Offering Basis:

Please note that our offering, as described herein, is based upon Charter Machine's standard model. Should the contents of any addenda (or other applicable documents) have an effect on our offering, we must reserve the right to modify that offering (and pricing) accordingly. We request your assistance in keeping us abreast of all changes to the contract documents.

We wish you success on this project and look forward to the opportunity of working with you.

Very truly yours,
Charter Machine Company



Christopher Boyd
Director Of Sales
732-425-7489
ChrisB@CharterMachine.com

Purchase order issuer acknowledges that they have read and understood the Charter Machine scope of supply listed in this quote. Any changes need to be clarified before a purchase order is verified.

X _____ (sign) _____ (print) _____ (date)

**CHARTER MACHINE COMPANY
TERMS AND CONDITIONS OF SALE**

1. **Governing Terms:** These Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Charter Machine to Purchaser. Acceptance of Charter Machine's offer or counteroffer by acknowledgment is expressly limited to the terms and conditions set forth herein and those stated in any specific Charter Machine proposal or acknowledgment. Charter Machine hereby gives notice of objection to any different or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Charter Machine unless specifically accepted in writing by an authorized representative of Charter Machine. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of different terms therein by Charter Machine. In the event of any inconsistency between these terms and conditions and the express terms and conditions of any specific Charter Machine proposal or acknowledgment, the express terms and conditions contained in that specific proposal or acknowledgment shall be controlling. In the event that Charter is forwarding these terms and conditions as part of Charter's acceptance of an offer made by the Purchaser, whether through a Purchase Order or other document, Charter's acceptance of such offer is hereby expressly conditioned upon Purchaser's acceptance of and assent to the terms and conditions set forth herein.
2. **Pricing:** Unless otherwise expressly stated therein, prices set forth in quotations are valid for acceptance within 60 days of a Charter Machine proposal and shipment is to be made within six months from any such acceptance. If Purchaser causes or requests delays in manufacture or shipment such that shipment is not made within six months from acceptance of a Charter Machine proposal, Charter Machine shall be entitled to receive a price increase in the amount of the actual escalation in labor, material, overhead, and component costs incurred by Charter Machine, as well as reasonable costs of shutdown, delay, start-up and storage costs. The price increase shall be affected by an appropriate Change Order, as more specifically set forth in Paragraph 4 of these Terms and Conditions.
3. **Payment Terms:** Subject to a satisfactory credit check and approval by the Charter Machine Credit Department, Charter Machine will extend credit to Purchaser and payment of the full net invoice price shall be due within 30 days of receipt by Purchaser. Should any investigation or other facts made known to or discovered by Charter Machine at any time cause Charter Machine to reasonably deem its ability to recover payment insecure of payment at any time, Charter Machine reserves the right to demand payment terms which adequately assure Charter Machine of Purchaser's ability to make payment and to withhold shipment until such terms are reached or payment is received. Invoice amounts that are not paid within thirty days shall be subject to a 1.5% per month finance charge.
4. **Change Orders:** When Purchaser delivers a signed and approved Change Order, Charter Machine shall make such changes which are within the general scope of these Terms and Conditions and which are set forth in the Change Order. Adjustments in the pricing and time of delivery, if any, resulting from these changes shall be set forth in the agreed upon Change Order. Any adjustment in price shall be an agreed upon lump sum based upon Charter Machine's proposal for the Change Order work.
5. **Payment For Additional Work:** Charter Machine will perform additional work if and when provided a final approved and agreed upon signed Change Order. Purchaser shall pay Charter Machine the amount set forth in the Change Order within thirty days from the date of the completion of the Change Order work.
6. **Taxes:** Purchaser shall be responsible for payment of any and all applicable sales, use, excise or other taxes resulting from any sale made to Purchaser. Charter Machine shall add any applicable sales, use, excise or other tax to the price of equipment, components or related services and remit such tax to the appropriate taxing authority. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend and hold Charter Machine harmless from any loss, cost or expense relating to exemptions.

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7. **Shipping:** All equipment and components will ordinarily be shipped in one lot by the lowest cost method in the discretion of Charter Machine. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be F.O.B. Charter Machine's plant. Delivery to the carrier shall constitute delivery to Purchaser for purposes of transfer of risk of loss or damage in transit and meeting Purchaser's schedule. Purchaser is responsible for obtaining cargo insurance and shall pursue any loss or damage claims solely with the carrier.
8. **Delivery Dates:** All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Charter Machine's control, including but not limited to unusual weather conditions, fire, unusual delays in transportation, acts of God or government, accidents, any labor dispute (including lockouts or strikes), damage or breakdown at Charter Machine's plant or any other work stoppage of 30 days or more. Charter Machine will use its best efforts to meet promised delivery dates, but under no circumstances shall Charter Machine be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Charter Machine within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify Charter Machine a delivery date of 6 months after order acceptance is agreed. For any delays which are beyond Charter Machine's responsibility, a finance charge of 1.5% per month will be due.
9. **Field Service:** "Field Service" refers to the services of a Charter Machine factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training and for subsequent investigation of warranty issues, operation difficulties and Purchaser complaints or requests for post-warranty service. Purchaser acknowledges that Charter Machine Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Charter Machine, nor are its Field Service representatives authorized to bind Charter Machine with any oral or written representations or statements that conflict with or alter the governmental contract terms or any manuals or written instructions provided by Charter Machine. This paragraph shall apply to any and all initial and subsequent Field Service provided by Charter Machine relating to the equipment sold to the Customer. Each project includes a specific number of days of start-up service on site, consisting of not more than 2 separate site visits. Charter Machine is unable and is not required to perform its start-up service unless and until the entire project is ready for start-up. All days for which Purchaser schedules Charter Machine for start-up services, but Charter Machine cannot perform start-up services because of improper installation, the failure of other equipment or the status or operability of any other portion of the project, will be charged against the allotment of start-up services for the project. If the allotted amount of start-up services are exhausted and any additional start-up services are required, all start-up services in excess of the allotted start-up services will require approval of a written Change Order and Purchaser will be required to pay for such additional start-up services at the rates established in that change order.
10. **Cancellation:** Purchaser may not cancel or terminate its order without the written consent of Charter Machine and payment of Charter Machine's incurred costs, overhead, losses and anticipated profit. If Purchaser is subject to a termination for convenience provision in the prime contract, Charter Machine may consider a request to defer payment pending resolution of the Purchaser's claim.
11. **Government Standards:** Charter Machine's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless specifically identified by Charter Machine in its proposal.
12. **Limited Warranty:** Charter Machine warrants that the equipment and components furnished will be and remain free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Charter Machine, for a period of (a) 12 months from completion of installation, start-up or acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever expires first. Charter Machine will replace, modify or repair, at its sole option, any

such defective component or equipment at no charge provided that Charter Machine is notified promptly in writing of any claimed defect and, if requested by Charter Machine, the claimed defective part or component is returned to Charter Machine, freight pre-paid. If Purchaser fails to promptly notify Charter Machine in writing of any claimed defect, Purchaser waives its right to claim a breach of the warranty with respect to such claimed defects. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Charter Machine or its operation under conditions other than those defined by Charter Machine. Any unauthorized modification or alteration of the equipment or repair or replacement of components shall void this warranty.

THIS WARRANTY IS EXCLUSIVE AND INTENDED TO BE IN LIEU OF ANY OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Exclusive Remedies:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by Charter Machine of any defective equipment or component, and payment of the reasonable out-of-pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Charter Machine, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy is exclusive and does not include any consequential, incidental, special or other form of damage or extraordinary costs for removal or re-installation, such as crane rental or structural alteration or demolition.
14. **Limitation of Liabilities:** Charter Machine shall not be liable in contract, tort or otherwise for any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Charter Machine's total liability of any type exceed 80% of the purchase price.
15. **Indemnification:** Charter Machine shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Charter Machine in the manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Charter Machine. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Charter Machine of any occurrence which may require indemnification. Charter Machine shall assume the defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Charter Machine in any such defense and settlement.
16. **Title:** Notwithstanding delivery or installation, title to all equipment furnished shall remain solely with Charter Machine until the full purchase price is paid by Purchaser. Until such time, Charter Machine may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means and as Charter Machine's personal property. Purchaser agrees to perform all acts deemed necessary or desirable or requested by Charter Machine to maintain Charter Machine's rights, in, and title to, such equipment.
17. **Governing Law:** The transaction between Purchaser and Charter Machine shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.
18. **Arbitration:** Any controversy or claim arising out of or relating to this contract or its breach shall be settled by binding arbitration conducted in New Jersey in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and New Jersey law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The party prevailing in the arbitration shall be entitled to recover its attorneys' fees and costs of the arbitration.

19. **Assignment:** Purchaser shall not assign any of its rights or obligations without the express prior written consent of Charter Machine, which consent may be withheld, delayed or conditioned in Charter Machine's sole discretion. The transaction between Purchaser and Charter Machine shall not be construed to confer or create a third-party beneficiary relationship with any other entity.
20. **Severability:** The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision.
21. **Joint Drafting:** The parties expressly agree that these Terms and Conditions were jointly drafted, and that they both had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. These Terms and Conditions therefore shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.



GSM Engineered Fabrics LLC
2015 Gateway Park Court
Kingsport TN 37663
United States
(423) 348-0954

Quote
#QUO4023
11/4/2024

Terms Net 30
Lead Time Pending on receipt of order
Incoterm FOB
Location Customer's Site
Sales Rep Eric Helin
Email eric@gsmfiltration.com
Shipping Best Way

Notes
Mobile Belt Press Refurbishment

Bill To	Ship To
Winter Springs, FL 14055 Riveredge Drive Suite 240 Tampa FL 33637 United States	Winter Springs, FL. - Plant #1 1000 Casselberry Lane 1000 West State Road 434 Winter Springs FL 32708 United States

Item	Quantity	Rate	Amount
Mobilization cost associated with transporting dewatering equipment from customers site to GSM service center in Kingsport, Tn. and back to customers' site. This is only an estimate based on recent quotes and is subject to change depending on availability and fuel cost.	1	\$8,500.00	\$8,500.00
The following items are only related to components associated with the gravity belt table section of the mobile unit. The gravity wear strips were in good condition and had recently been replaced, the plow chicanes were also in good condition so not needing to be replaced at this time.			
Refurbishment of the rollers: This would include stripping the existing coatings off the rollers, applying 10ga. stainless-steel cladding to the tension and deflection / idler rollers, along with coating the drive roller with Buna-Nitrile of a shore hardness of 85 or greater. All exposed journal shafts with be coated with belzona for protection. Tension roller stainless-steel cladding = \$ 4,032 Idler/deflection roller stainless-steel cladding = \$ 3,646 Drive roller Buna coating = \$ 2,536	1	\$10,214.00	\$10,214.00
Refurbishment of the bearing assemblies which includes journal shaft repairs if needed, stripping and coating of pillow block with rilsan, installing all new internal bearing components and seals along with new stainless-steel fasteners.	6	\$946.00	\$5,676.00
Rebuild shower pipe assembly. Includes new 2.5mm nozzles, nozzle gaskets, retainers, brushes, valve seal kit.	1	\$779.00	\$779.00
GSM 62-400P - 67" wide by 357" long with heat sealed and doped edges. 8 clips/ in. Gravity table belt Part# 050-036-7546	1	\$632.00	\$632.00
***** SEW EuroDrive gear unit with motor for the gravity table section. This is just an option, the one currently on the equipment is operating, one can be purchased at a later date. ***** GSM would change out the fluids if elected not to purchase new gear unit.	1	\$3,687.00	\$3,687.00
The following items are only related to components associated with the BFP tower squeeze section of the mobile unit.			
Refurbishment of the rollers: This would include stripping the existing coatings off the rollers, applying 10ga. stainless-steel cladding to the rollers, along with coating the drive roller with Buna-Nitrile of a shore hardness of 85 or greater. The exposed shaft journals would be coated with belzona for protection. Includes (2 ea.) doctor rollers, (2 ea.) steering / tracking rollers, (7 ea.) smaller idler or deflection rollers, (6 ea.) tower squeeze section rollers of various sizes cladded with 10 ga. stainless-steel. The drive roller will be covered with Buna Nitrile. Total of 18 rollers.	1	\$75,228.00	\$75,228.00



GSM Engineered Fabrics LLC
2015 Gateway Park Court
Kingsport TN 37663
United States
(423) 348-0954

Quote
#QUO4023
11/4/2024

Item	Quantity	Rate	Amount
Refurbishment of perforated roller, applying new outer skin and support rings.	1	\$15,729.00	\$15,729.00
Refurbishment of the bearing assemblies which includes journal shaft repairs if needed, stripping and coating of pillow block with rilsan, installing all new internal bearing components and seals. New stainless-steel fasteners.	38	\$946.00	\$35,948.00
Rebuild shower pipe assembly. Includes new 2.5mm nozzles, nozzle gaskets, retainers, brushes, valve seal kit.	2	\$779.00	\$1,558.00
GSM 62-400P - 67" wide by 678.5" long with heat sealed and doped edges. 8 clips/in. Upper and Lower Press Belts Part# 050-016-7546	2	\$1,420.00	\$2,840.00
Miscellaneous components showing wear or needing replaced. Tension shaft bushings, UHMW headbox ramp blades, doctor /scraper blades, hydraulic lines, fittings, gauges, regulators, belt breakage switches, belt tracking switches, E-stop switch,	1	\$3,049.00	\$3,049.00
Electrical control panel repair work of burnt terminal strip.	1	\$6,448.00	\$6,448.00
***** SEW EuroDrive gear unit with motor for the belt press. This is just an option, the one currently on the equipment is operating, one can be purchased at a later date. *****	1	\$4,280.00	\$4,280.00
Service Job with Labor	1		\$24,640.00

Subtotal	\$199,208.00
Tax Total	\$13,944.56
Total	\$213,152.56



QUOTATION

Customer: 136557

Veolia Water North America

2301 Regional Water Lane
TAMPA FL 33619

Contact: **Todd Petrie**

Fax:

Copy to:

Your inquiry: **VIA EMAIL**

Our quote no: **21161338**

Supplier:

Contact:

Phone:

Fax:

E-mail:

Date:

Sales

Responsible:

Andritz Separation Inc.

Stormi L Abbott

+1 817 375 4444

stormi.abbott@andritz.com

01/17/2025

MR. LUKE MARKERT

Dear Todd Petrie,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded.

Delivery of product(s) to be determined from receipt of approved purchase order and any clarifications.

****ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT****

Please note currency is in US Dollars

Andritz Inc Standard Terms & Conditions apply

Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	CHARTER BELT PRESS & GBT REFURBISHMENT QUOTE	129999901		1	PC	321,190.00	321,190.00

Page 1 of 7

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312

P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 21161338

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	ANDRITZ Separation will provide the components and labor listed in the quote to refurbish the Trailer mounted 1.5M Belt Press & GBT						
	Refurbished Parts:						
	Rollers:						
	18 Belt Press and 4 GBT rollers						
	Belt Press and GBT rollers will be stripped, and recoated drive roller will be Buna N rubber coated all other rollers 10 ga. Stainless Steel Cladded						
	Belt Press perforated roller will be cleaned and repaired new perforated skin and end plates						
	Belt Press and GBT refurbished bearing housings strip and recoat						
	New Parts:						
	New bearing housing internal components bearings, seals, and 316 stainless steel hardware for the Belt Press and GBT rollers						
	New spray bar nozzle, gaskets, retaining rings, and seal kits for the Belt Press and GBT						
	New UHMWPE doctor blades for the discharge end of press Belt Press						
	New UHMWPE headbox strip for Belt Press						
	Electrical switches no cake, belt misalignment, belt breakage and emergency trip cord switch for the Belt Press						

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Our quote no: 21161338

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	Filter Belts for the Belt Press						
	Site Work:						
	Labor & Expenses for 2 technician's working through the weekends 12 hr. shifts to remove and install new/reconditioned parts listed above. One visit to remove parts to be refurbished and one visit to install refurbished and new parts.						
	Additional time required due to delays outside of ANDRITZ control or request for additional work will be charged per the attached service rate sheet						
	Not in Scope:						
	Customer will be responsible for loading and unloading the delivery trucks.						
	Customer will be responsible for power washing and cleaning of the equipment prior to work.						
	Customer will be responsible for disconnecting (and reconnection) of all utilities such as sludge line, water and electrical service						
	Customer will be responsible for removal of any walkways or handrails						
	Option:						
	Belt Drive SEW Eurodrive motor and gearbox for the Belt Press and GBT						
	Price \$4,096.00 each						



Our quote no: 21161338

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
Items total							321,190.00
Total Amount							USD 321,190.00

* S = Spare Parts, W = Wear Parts

Technical contact: Larry Conley / **Phone:** +1 817 239 5688 / larry.conley@andritz.com

Terms and Conditions

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.
4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
5. **Validity of quotation:**
This quotation is valid to 02/16/2025.

Other Terms:

6. *********
COVID-19 pandemic delays, disrupts, or prevents Andritz's performance, or increases shipping or freight costs, Andritz shall be entitled to change order containing an appropriate adjustment in the contract price and/or delivery schedule. Furthermore, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, quotation, or order, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Andritz's delivery date and prices (including freight) are estimates only based on Andritz's standard delivery dates and prices and do not account for the present and future

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schedule impacts of the COVID-19 pandemic. Nothing in this proposal, quotation, or order, or any contract based hereon, shall be construed as a waiver of these rights.

The crisis in Russia/Ukraine is impacting the complete global supply chain, including but not limited to, raw material shortages, extended delivery times, unavailability/restricted availability of transport as well as unforeseeable price increases. The Parties therefore agree that the price and delivery times in this order confirmation are indicative only. In case the crisis leads to any impacts on the delivery time or to a price increase of more than 5% of the order value after the date of the order confirmation, we reserve our right to adapt the prices and/or the delivery times accordingly. Nothing in this order confirmation can be construed as a waiver of such right. Of course, we will stay in close contact with you, being stipulated that we are doing our best effort to overcome this significant cost pressure and hurdles in the supply chain.

TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgement or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.



Our quote no: **21161338**

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (i) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

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Our quote no: 21161338

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20 . **FORCE MAJEURE**

- (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) Suspension of Obligations. If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) Option to Terminate. If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) Strikes On-Site. Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21 . **INDEMNIFICATION AND INSURANCE**

- (a) Indemnification. Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.
- (b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22 . **GENERAL**

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state, and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
- (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
- (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
- (d) This Agreement may be modified, supplemented, or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit, or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion, or termination hereof.
- (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
- (g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
- (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.

Acknowledgement of order

Date/ Signature

ANDRITZ Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001 USA

Tel : +1 (817) 465-5611
Fax: +1 (817) 468-3961

Remit to:
ANDRITZ Separation Inc.
Dept: 0312
P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786

CONSENT AGENDA ITEM 301

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Capital Improvement Plan (CIP) - Roadway Resurfacing

SUMMARY

City Staff has prepared a proposal for the Capital Improvement Plan, approved by the Commission, for the resurfacing of roads throughout the City. The total cost for resurfacing by Middlesex Paving, LLC is \$904,906.43. The procurement of the pavement resurfacing contract was executed through a piggy-back contract between Middlesex Paving, LLC and Seminole County.

FUNDING SOURCE

The total cost for resurfacing by Middlesex Paving, LLC is \$940,906.43. Funding for this project is budgeted in the Transportation Improvement Fund for FY 2025 within CIP Resurfacing.

RECOMMENDATION

Staff requests the Commission approve the 2025 Capital Improvement Plan (CIP) for resurfacing by Middlesex Paving, LLC totaling \$940,906.43 and authorize the City Manager and City Attorney to negotiate and execute agreements related to the agenda item.

Middlesex Paving LLC
Pricing for Winter Springs FY 2025 Resurfacing

	Road Name	Road Length	Avg. Road Width	Number	SY	Tons	Milling Cost -SY	Paving Cost - Ton	Total
		(Ft.)	(Ft.)			#165	\$7.65	\$141.60	
1	Eagles Nest Circle	985	20		2200	182	\$16,830.00	\$25,700.40	\$42,530.40
2	Golfpoint Drive	315	20		700	58	\$5,355.00	\$8,177.40	\$13,532.40
3	South Greenleaf Ct	900	20		2000	165	\$15,300.00	\$23,364.00	\$38,664.00
4	Winter Springs Boulevard	700	18		1400	116	\$10,710.00	\$16,354.80	\$27,064.80
5	Conesus Lane	632	20		1405	116	\$10,748.25	\$16,413.21	\$27,161.46
6	Saranac Drive	402	20		894	74	\$6,839.10	\$10,443.71	\$17,282.81
7	Wolverine Lane	1,222	20		2716	224	\$20,777.40	\$31,728.31	\$52,505.71
8	Chokecherry Drive	907	20		2000	165	\$15,300.00	\$23,364.00	\$38,664.00
9	Fox Den Court	355	20		790	65	\$6,043.50	\$9,228.78	\$15,272.28
10	Chokecherry Drive	522	24		1392	115	\$10,648.80	\$16,261.34	\$26,910.14
11	Turkey Hollow Circle	520	20		1156	95	\$8,843.40	\$13,504.39	\$22,347.79
12	Cheoy Lee Circle (Black Base)	340	20		756	62	\$5,783.40	\$8,831.59	\$14,614.99
13	Maple Leaf Loop	172	20		382	32	\$2,922.30	\$4,462.52	\$7,384.82
14	Highlands Glen Circle	708	20		1574	130	\$12,041.10	\$18,387.47	\$30,428.57
15	Holiday Lane	876	20		1947	161	\$14,894.55	\$22,744.85	\$37,639.40
16	Sailfish Road	1,010	20		2244	185	\$17,166.60	\$26,214.41	\$43,381.01
17	West Panama Road	1,076	22		2630	217	\$20,119.50	\$30,723.66	\$50,843.16
18	Murphy Road	1,925	24		5133	423	\$39,267.45	\$59,963.71	\$99,231.16
19	North Alderwood Street	808	23		2065	170	\$15,797.25	\$24,123.33	\$39,920.58
20	Brookside Drive	1,465	20		3256	269	\$24,908.40	\$38,036.59	\$62,944.99
21	Central Winds Parkway	2,075	22		5072	418	\$38,800.80	\$59,251.10	\$98,051.90
22	Blumberg Boulevard	1,600	20		3555	293	\$27,195.75	\$41,529.51	\$68,725.26
							\$0.00	\$0.00	\$0.00
	Totals				45267	3735	\$346,292.55	\$528,809.09	\$875,101.64
	MOT (Not to exceed \$1500 per day)	14	Days	\$1500.00 per day					\$21,000.00
	Mobilization (5% of Total Paving Cost)								\$44,805.08
	Grand Total								\$940,906.73

Additional Cost:

December 11, 2024

Middlesex Paving, LLC.
10801 Cosmonaut Boulevard
Orlando, Florida 32824

**Re: Time Extension for IFB-603616-19/BJC– Pavement Management Program for
Seminole County**

To Whom It May Concern:

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to extend the above agreement from **December 25, 2024 through March 25, 2025** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract extension action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,



Rachel Horne
Procurement Analyst I

cc: Public Works-Roads & Stormwater
County Comptroller's Office
County Attorney's Office
Commission Records
File

**FIRST AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 26th day of December, 2019, between **MIDDLESEX PAVING LLC**, whose principal address is 10801 Cosmonaut Boulevard, Orlando, Florida 32824, in this Amendment referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on December 26, 2019, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this First Amendment as Exhibit A.

2. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

MIDDLESEX PAVING LLC

Witness

Print Name

Witness

By: _____
ROBERT W. PEREIRA, II
President, Managing Member

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name



By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

County Attorney

GLK/lpk

5/3/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-603616 1am (Middlesex).docx

Attachment:

Exhibit A – Scope of Services and Fee Structure

EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.

Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) \$500.00** for each day for minor streets/roads.

Payment for LD is set at a rate of **(-) \$1000.00** for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials.
(Section 120).

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment.
(Section 120).

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials.
(Section 121).

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 4 Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: One Spetacle Pond Road, Littleton, MA 01460

Street Address: 10801 Cosmonaut Blvd.

City/State/Zip: Orlando, Florida 32824

Phone Number: (407) 206-0077 FAX Number: (407) 206-3558

E-Mail Address: dsocci@middlesexco.com & jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>33,646,080.00</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>177,150.00</u>
Group III - Milling	Subtotal: \$	<u>1,331,400.00</u>
Group IV - Striping	Subtotal: \$	<u>117,390.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>171,750.00</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>436,800.00</u>
Group VII - Earthwork	Subtotal: \$	<u>2,152,800.00</u>
TOTAL BID:	\$	<u>38,033,370.00</u>

Performance/Payment/Material-Workmanship Bonds Costs: \$ 238,750.00
(Do not include in Unit Costs)



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	0-50 Tons/Job +20	51-400 Tons/Job	51-400 Tons/Job +20%	401-2000 Tons/Job	401-2000 Tons/Job +20%	2001-4000 Tons/Job	2001-4000 Tons/Job 20%	Over 4000 Tons/Job	Over 4000 Tons/Job +20%	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons \$ 450.00 /Ton Total: \$ 22,500.00	Estimated 50 Tons \$ 540.00 /Ton Total: \$ 27,000.00	Estimated 300 Tons \$ 200.00 /Ton Total: \$ 60,000.00	Estimated 300 Tons \$ 240.00 /Ton Total: \$ 72,000.00	Estimated 1,800 Tons \$ 130.00 /Ton Total: \$ 234,000.00	Estimated 1,800 Tons \$ 156.00 /Ton Total: \$ 280,800.00	Estimated 3,800 Tons \$ 128.00 /Ton Total: \$ 486,400.00	Estimated 3,800 Tons \$ 153.60 /Ton Total: \$ 583,680.00	Estimated 6,000 Tons \$ 125.00 /Ton Total: \$ 750,000.00	Estimated 6,000 Tons \$ 150.00 /Ton Total: \$ 900,000.00	\$ 1,863,480.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons \$ 450.00 /Ton Total: \$ 45,000.00	Estimated 100 Tons \$ 540.00 /Ton Total: \$ 54,000.00	Estimated 600 Tons \$ 200.00 /Ton Total: \$ 120,000.00	Estimated 600 Tons \$ 240.00 /Ton Total: \$ 144,000.00	Estimated 2,600 Tons \$ 120.00 /Ton Total: \$ 312,000.00	Estimated 2,600 Tons \$ 144.00 /Ton Total: \$ 374,400.00	Estimated 6,000 Tons \$ 118.00 /Ton Total: \$ 708,000.00	Estimated 6,000 Tons \$ 141.60 /Ton Total: \$ 849,600.00	Estimated 18,000 Tons \$ 115.00 /Ton Total: \$ 2,070,000.00	Estimated 18,000 Tons \$ 138.00 /Ton Total: \$ 2,484,000.00	\$ 3,906,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons \$ 500.00 /Ton Total: \$ 25,000.00	Estimated 50 Tons \$ 600.00 /Ton Total: \$ 30,000.00	Estimated 300 Tons \$ 250.00 /Ton Total: \$ 75,000.00	Estimated 300 Tons \$ 300.00 /Ton Total: \$ 90,000.00	Estimated 1,800 Tons \$ 155.00 /Ton Total: \$ 279,000.00	Estimated 1,800 Tons \$ 186.00 /Ton Total: \$ 334,800.00	Estimated 3,800 Tons \$ 150.00 /Ton Total: \$ 570,000.00	Estimated 3,800 Tons \$ 180.00 /Ton Total: \$ 684,000.00	Estimated 6,000 Tons \$ 145.00 /Ton Total: \$ 870,000.00	Estimated 6,000 Tons \$ 174.00 /Ton Total: \$ 1,044,000.00	\$ 2,182,800.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 100 Tons \$ 600.00 /Ton Total: \$ 60,000.00	Estimated 600 Tons \$ 250.00 /Ton Total: \$ 150,000.00	Estimated 600 Tons \$ 300.00 /Ton Total: \$ 180,000.00	Estimated 2,600 Tons \$ 155.00 /Ton Total: \$ 403,000.00	Estimated 2,600 Tons \$ 186.00 /Ton Total: \$ 483,600.00	Estimated 8,000 Tons \$ 145.00 /Ton Total: \$ 1,160,000.00	Estimated 8,000 Tons \$ 174.00 /Ton Total: \$ 1,392,000.00	Estimated 20,000 Tons \$ 140.00 /Ton Total: \$ 2,800,000.00	Estimated 20,000 Tons \$ 168.00 /Ton Total: \$ 3,360,000.00	\$ 5,475,600.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 80 Tons \$ 780.00 /Ton Total: \$ 62,400.00	Estimated 300 Tons \$ 325.00 /Ton Total: \$ 97,500.00	Estimated 300 Tons \$ 390.00 /Ton Total: \$ 117,000.00	Estimated 1,800 Tons \$ 200.00 /Ton Total: \$ 360,000.00	Estimated 1,800 Tons \$ 240.00 /Ton Total: \$ 432,000.00	Estimated 3,800 Tons \$ 180.00 /Ton Total: \$ 684,000.00	Estimated 3,800 Tons \$ 216.00 /Ton Total: \$ 820,800.00	Estimated 6,000 Tons \$ 175.00 /Ton Total: \$ 1,050,000.00	Estimated 6,000 Tons \$ 210.00 /Ton Total: \$ 1,260,000.00	\$ 2,692,200.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 100 Tons \$ 600.00 /Ton Total: \$ 60,000.00	Estimated 400 Tons \$ 250.00 /Ton Total: \$ 100,000.00	Estimated 400 Tons \$ 300.00 /Ton Total: \$ 120,000.00	Estimated 2,000 Tons \$ 175.00 /Ton Total: \$ 350,000.00	Estimated 2,000 Tons \$ 210.00 /Ton Total: \$ 420,000.00	Estimated 6,000 Tons \$ 175.00 /Ton Total: \$ 1,050,000.00	Estimated 6,000 Tons \$ 210.00 /Ton Total: \$ 1,260,000.00	Estimated 8,000 Tons \$ 165.00 /Ton Total: \$ 1,320,000.00	Estimated 8,000 Tons \$ 198.00 /Ton Total: \$ 1,584,000.00	\$ 3,444,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons \$ 500.00 /Ton Total: \$ 50,000.00	Estimated 100 Tons \$ 600.00 /Ton Total: \$ 60,000.00	Estimated 600 Tons \$ 250.00 /Ton Total: \$ 150,000.00	Estimated 600 Tons \$ 300.00 /Ton Total: \$ 180,000.00	Estimated 2,600 Tons \$ 160.00 /Ton Total: \$ 416,000.00	Estimated 2,600 Tons \$ 192.00 /Ton Total: \$ 499,200.00	Estimated 8,000 Tons \$ 150.00 /Ton Total: \$ 1,200,000.00	Estimated 8,000 Tons \$ 180.00 /Ton Total: \$ 1,440,000.00	Estimated 20,000 Tons \$ 145.00 /Ton Total: \$ 2,900,000.00	Estimated 20,000 Tons \$ 174.00 /Ton Total: \$ 3,480,000.00	\$ 5,659,200.00
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons \$ 500.00 /Ton Total: \$ 25,000.00	Estimated 50 Tons \$ 600.00 /Ton Total: \$ 30,000.00	Estimated 300 Tons \$ 250.00 /Ton Total: \$ 75,000.00	Estimated 300 Tons \$ 300.00 /Ton Total: \$ 90,000.00	Estimated 1,800 Tons \$ 165.00 /Ton Total: \$ 297,000.00	Estimated 1,800 Tons \$ 198.00 /Ton Total: \$ 356,400.00	Estimated 3,800 Tons \$ 155.00 /Ton Total: \$ 589,000.00	Estimated 3,800 Tons \$ 186.00 /Ton Total: \$ 706,800.00	Estimated 6,000 Tons \$ 150.00 /Ton Total: \$ 900,000.00	Estimated 6,000 Tons \$ 180.00 /Ton Total: \$ 1,080,000.00	\$ 2,263,200.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 80 Tons \$ 780.00 /Ton Total: \$ 62,400.00	Estimated 300 Tons \$ 325.00 /Ton Total: \$ 97,500.00	Estimated 300 Tons \$ 390.00 /Ton Total: \$ 117,000.00	Estimated 1,800 Tons \$ 215.00 /Ton Total: \$ 387,000.00	Estimated 1,800 Tons \$ 258.00 /Ton Total: \$ 464,400.00	Estimated 3,800 Tons \$ 205.00 /Ton Total: \$ 779,000.00	Estimated 3,800 Tons \$ 246.00 /Ton Total: \$ 934,800.00	Estimated 6,000 Tons \$ 205.00 /Ton Total: \$ 1,230,000.00	Estimated 6,000 Tons \$ 246.00 /Ton Total: \$ 1,476,000.00	\$ 3,054,600.00
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons \$ 650.00 /Ton Total: \$ 52,000.00	Estimated 80 Tons \$ 780.00 /Ton Total: \$ 62,400.00	Estimated 400 Tons \$ 325.00 /Ton Total: \$ 130,000.00	Estimated 400 Tons \$ 390.00 /Ton Total: \$ 156,000.00	Estimated 1,800 Tons \$ 210.00 /Ton Total: \$ 378,000.00	Estimated 1,800 Tons \$ 252.00 /Ton Total: \$ 453,600.00	Estimated 3,800 Tons \$ 200.00 /Ton Total: \$ 760,000.00	Estimated 3,800 Tons \$ 240.00 /Ton Total: \$ 912,000.00	Estimated 6,000 Tons \$ 200.00 /Ton Total: \$ 1,200,000.00	Estimated 6,000 Tons \$ 240.00 /Ton Total: \$ 1,440,000.00	\$ 3,024,000.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons \$ 350.00 /Ton Total: \$ 17,500.00	Estimated 50 Tons \$ 420.00 /Ton Total: \$ 21,000.00	Estimated 200 Tons \$ 250.00 /Ton Total: \$ 50,000.00	Estimated 200 Tons \$ 300.00 /Ton Total: \$ 60,000.00							\$ 81,000.00
TOTAL FOR GROUP I												\$ 33,646,080.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Sand	Estimated 500 SY	Estimated 500 SY	Estimated 1500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 2500 SY	Estimated 3500 SY	Estimated 3500 SY	
		\$ 5.00 /SY	\$ 6.00 /SY	\$ 2.50 /SY	\$ 3.00 /SY	\$ 1.50 /SY	\$ 1.80 /SY	\$ 0.75 /SY	\$ 0.90 /SY	\$ 15,150.00
	(Section 916)	Total: \$ 2,500.00	Total: \$ 3,000.00	Total: \$ 3,750.00	Total: \$ 4,500.00	Total: \$ 3,750.00	Total: \$ 4,500.00	Total: \$ 2,625.00	Total: \$ 3,150.00	
341-1-1	Asphalt Membrane Interlayer	Estimated 500 SY	Estimated 500 SY	Estimated 1500 SY	Estimated 1500 SY	Estimated 2500 SY	Estimated 2500 SY	Estimated 3500 SY	Estimated 3500 SY	
		\$ 50.00 /SY	\$ 60.00 /SY	\$ 25.00 /SY	\$ 30.00 /SY	\$ 15.00 /SY	\$ 18.00 /SY	\$ 10.00 /SY	\$ 12.00 /SY	\$ 162,000.00
	(Section 341)	Total: \$ 25,000.00	Total: \$ 30,000.00	Total: \$ 37,500.00	Total: \$ 45,000.00	Total: \$ 37,500.00	Total: \$ 45,000.00	Total: \$ 35,000.00	Total: \$ 42,000.00	
TOTAL FOR GROUP II										\$ 177,150.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmnt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 1,000 SY \$ 18.00 /SY Inch Total: \$ 18,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 2,000 SY \$ 10.20 /SY Inch Total: \$ 20,400.00	Estimated 8,000 SY \$ 5.75 /SY Inch Total: \$ 46,000.00	Estimated 8,000 SY \$ 6.90 /SY Inch Total: \$ 55,200.00	Estimated 30,000 SY \$ 4.25 /SY Inch Total: \$ 127,500.00	Estimated 30,000 SY \$ 5.10 /SY Inch Total: \$ 153,000.00	\$ 246,600.00
327-70-B	Milling Existing Asphalt Pvmnt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 1,000 SY \$ 18.00 /SY Inch Total: \$ 18,000.00	Estimated 3,000 SY \$ 8.50 /SY Inch Total: \$ 25,500.00	Estimated 3,000 SY \$ 10.20 /SY Inch Total: \$ 30,600.00	Estimated 10,000 SY \$ 5.50 /SY Inch Total: \$ 55,000.00	Estimated 10,000 SY \$ 6.60 /SY Inch Total: \$ 66,000.00	Estimated 40,000 SY \$ 4.75 /SY Inch Total: \$ 190,000.00	Estimated 40,000 SY \$ 5.70 /SY Inch Total: \$ 228,000.00	\$ 342,600.00
327-70-C	Milling Existing Asphalt Pvmnt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 1,000 SY \$ 18.00 /SY Inch Total: \$ 18,000.00	Estimated 4,000 SY \$ 8.50 /SY Inch Total: \$ 34,000.00	Estimated 4,000 SY \$ 10.20 /SY Inch Total: \$ 40,800.00	Estimated 12,000 SY \$ 5.75 /SY Inch Total: \$ 69,000.00	Estimated 12,000 SY \$ 6.90 /SY Inch Total: \$ 82,800.00	Estimated 50,000 SY \$ 4.75 /SY Inch Total: \$ 237,500.00	Estimated 50,000 SY \$ 5.70 /SY Inch Total: \$ 285,000.00	\$ 426,600.00
327-70-D	Milling Existing Asphalt Pvmnt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 1,000 SY \$ 18.00 /SY Inch Total: \$ 18,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 2,000 SY \$ 10.20 /SY Inch Total: \$ 20,400.00	Estimated 6,000 SY \$ 5.75 /SY Inch Total: \$ 34,500.00	Estimated 6,000 SY \$ 6.90 /SY Inch Total: \$ 41,400.00	Estimated 20,000 SY \$ 4.75 /SY Inch Total: \$ 95,000.00	Estimated 20,000 SY \$ 5.70 /SY Inch Total: \$ 114,000.00	\$ 193,800.00
327-70-E	Milling Existing Asphalt Pvmnt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 15.00 /SY Inch Total: \$ 15,000.00	Estimated 1,000 SY \$ 18.00 /SY Inch Total: \$ 18,000.00	Estimated 2,000 SY \$ 8.50 /SY Inch Total: \$ 17,000.00	Estimated 2,000 SY \$ 10.20 /SY Inch Total: \$ 20,400.00	Estimated 4,000 SY \$ 5.50 /SY Inch Total: \$ 22,000.00	Estimated 4,000 SY \$ 6.60 /SY Inch Total: \$ 26,400.00	Estimated 10,000 SY \$ 4.75 /SY Inch Total: \$ 47,500.00	Estimated 10,000 SY \$ 5.70 /SY Inch Total: \$ 57,000.00	\$ 121,800.00
TOTAL FOR GROUP III										\$ 1,331,400.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 4.50	\$ 5.40	\$ 10,800.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 2.50	\$ 3.00	\$ 3,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 2.50	\$ 3.00	\$ 3,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.75	\$ 0.90	\$ 18,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 2.00	\$ 2.40	\$ 9,600.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 4.00	\$ 4.80	\$ 9,600.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.75	\$ 0.90	\$ 27,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 3.50	\$ 4.20	\$ 8,400.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 150.00	\$ 180.00	\$ 3,600.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 150.00	\$ 180.00	\$ 900.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 150.00	\$ 180.00	\$ 1,800.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 150.00	\$ 180.00	\$ 900.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 150.00	\$ 180.00	\$ 900.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 150.00	\$ 180.00	\$ 1,800.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 150.00	\$ 180.00	\$ 900.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 150.00	\$ 180.00	\$ 900.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 150.00	\$ 180.00	\$ 1,800.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 150.00	\$ 180.00	\$ 3,600.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 150.00	\$ 180.00	\$ 9,000.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 150.00	\$ 180.00	\$ 1,800.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 7.50	\$ 9.00	\$ 90.00
TOTAL FOR GROUP IV						\$ 117,390.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item in Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item in Bid Total
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$ 15,000.00 /EA	Estimated 1 EA per Response \$ 18,000.00 /EA	\$ 15,000.00
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$ 95.00 /HR	Estimated 100 HR \$ 114.00 /EA	\$ 9,500.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$ 35.00 /ED	Estimated 1,000 ED \$ 42.00 /EA	\$ 35,000.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 45.00 /SY	Estimated 800 SY \$ 54.00 /EA	\$ 36,000.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 125.00 /EA	Estimated 25 EA \$ 150.00 /EA	\$ 3,125.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 225.00 /EA	Estimated 25 EA \$ 270.00 /EA	\$ 5,625.00
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 45.00 /LF	Estimated 500 LF \$ 54.00 /EA	\$ 22,500.00
TOTAL FOR GROUP V				\$ 171,750.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant	FOB Job Site	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 1000 Tons \$ 90.00 /Ton Total: \$ 90,000.00	Estimated 200 Tons \$ 95.00 /Ton Total: \$ 19,000.00	Estimated 200 Tons \$ 114.00 /Ton Total: \$ 22,800.00	\$ 112,800.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 80.00 /Ton Total: \$ 80,000.00	Estimated 1000 Tons \$ 96.00 /Ton Total: \$ 96,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	\$ 120,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	Estimated 200 Tons \$ 180.00 /Ton Total: \$ 36,000.00	\$ 66,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 125.00 /Ton Total: \$ 25,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	Estimated 200 Tons \$ 150.00 /Ton Total: \$ 30,000.00	Estimated 200 Tons \$ 180.00 /Ton Total: \$ 36,000.00	\$ 66,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 40.00 /Ton Total: \$ 20,000.00	Estimated 500 Tons \$ 48.00 /Ton Total: \$ 24,000.00	Estimated 500 Tons \$ 60.00 /Ton Total: \$ 30,000.00	Estimated 500 Tons \$ 72.00 /Ton Total: \$ 36,000.00	\$ 60,000.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 10.00 /Gal Total: \$ 10,000.00	Estimated 1000 Gallons \$ 12.00 /Ton Total: \$ 12,000.00			\$ 12,000.00
				TOTAL FOR GROUP VI		\$ 436,800.00

Company Name: Middlesex Paving, LLC.



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	0-50 CY/Job +20%	51-100 CY/Job	51-100 CY/Job +20%	101-500 CY/Job	101-500 CY/Job +20%	Over 500 CY/Job	Over 500 CY/Job +20%	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 150.00 /CY Total: \$ 7,500.00	Estimated 50 CY \$ 180.00 /CY Total: \$ 9,000.00	Estimated 100 CY \$ 75.00 /CY Total: \$ 7,500.00	Estimated 100 CY \$ 90.00 /CY Total: \$ 9,000.00	Estimated 500 CY \$ 50.00 /CY Total: \$ 25,000.00	Estimated 500 CY \$ 60.00 /CY Total: \$ 30,000.00	Estimated 800 CY \$ 35.00 /CY Total: \$ 28,000.00	Estimated 800 CY \$ 42.00 /CY Total: \$ 33,600.00	\$ 81,600.00
120-6	Embankment	Estimated 50 CY \$ 150.00 /CY Total: \$ 7,500.00	Estimated 50 CY \$ 180.00 /CY Total: \$ 9,000.00	Estimated 100 CY \$ 100.00 /CY Total: \$ 10,000.00	Estimated 100 CY \$ 120.00 /CY Total: \$ 12,000.00	Estimated 500 CY \$ 50.00 /CY Total: \$ 25,000.00	Estimated 500 CY \$ 60.00 /CY Total: \$ 30,000.00	Estimated 800 CY \$ 45.00 /CY Total: \$ 36,000.00	Estimated 800 CY \$ 54.00 /CY Total: \$ 43,200.00	\$ 94,200.00
121-70	Flowable Fill	Estimated 50 CY \$ 400.00 /CY Total: \$ 20,000.00	Estimated 50 CY \$ 480.00 /CY Total: \$ 24,000.00	Estimated 100 CY \$ 300.00 /CY Total: \$ 30,000.00	Estimated 100 CY \$ 360.00 /CY Total: \$ 36,000.00					\$ 60,000.00
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY \$ 35.00 /SY Total: \$ 17,500.00	Estimated 500 SY \$ 42.00 /CY Total: \$ 21,000.00	Estimated 2000 SY \$ 32.00 /SY Total: \$ 64,000.00	Estimated 2000 SY \$ 38.40 /CY Total: \$ 76,800.00	Estimated 3000 SY \$ 28.00 /SY Total: \$ 84,000.00	Estimated 3000 SY \$ 33.60 /CY Total: \$ 100,800.00	Estimated 4000 SY \$ 25.00 /SY Total: \$ 100,000.00	Estimated 4000 SY \$ 30.00 /CY Total: \$ 120,000.00	\$ 318,600.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 35.00 /SY Total: \$ 17,500.00	Estimated 500 SY \$ 42.00 /CY Total: \$ 21,000.00	Estimated 1000 SY \$ 25.00 /SY Total: \$ 25,000.00	Estimated 1000 SY \$ 30.00 /CY Total: \$ 30,000.00	Estimated 1500 SY \$ 22.00 /SY Total: \$ 33,000.00	Estimated 1500 SY \$ 26.40 /CY Total: \$ 39,600.00	Estimated 2000 SY \$ 22.00 /SY Total: \$ 44,000.00	Estimated 2000 SY \$ 26.40 /CY Total: \$ 52,800.00	\$ 143,400.00
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 45.00 /SY Total: \$ 22,500.00	Estimated 500 SY \$ 54.00 /CY Total: \$ 27,000.00	Estimated 1000 SY \$ 42.00 /SY Total: \$ 42,000.00	Estimated 1000 SY \$ 50.40 /CY Total: \$ 50,400.00	Estimated 1500 SY \$ 38.00 /SY Total: \$ 57,000.00	Estimated 1500 SY \$ 45.60 /CY Total: \$ 68,400.00	Estimated 2000 SY \$ 38.00 /SY Total: \$ 76,000.00	Estimated 2000 SY \$ 45.60 /CY Total: \$ 91,200.00	\$ 237,000.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 60.00 /SY Total: \$ 30,000.00	Estimated 500 SY \$ 72.00 /CY Total: \$ 36,000.00	Estimated 1000 SY \$ 55.00 /SY Total: \$ 55,000.00	Estimated 1000 SY \$ 66.00 /CY Total: \$ 66,000.00	Estimated 1500 SY \$ 50.00 /SY Total: \$ 75,000.00	Estimated 1500 SY \$ 60.00 /CY Total: \$ 90,000.00	Estimated 2000 SY \$ 50.00 /SY Total: \$ 100,000.00	Estimated 2000 SY \$ 60.00 /CY Total: \$ 120,000.00	\$ 312,000.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY \$ 75.00 /SY Total: \$ 37,500.00	Estimated 500 SY \$ 90.00 /CY Total: \$ 45,000.00	Estimated 2000 SY \$ 65.00 /SY Total: \$ 130,000.00	Estimated 2000 SY \$ 78.00 /CY Total: \$ 156,000.00	Estimated 3000 SY \$ 60.00 /SY Total: \$ 180,000.00	Estimated 3000 SY \$ 72.00 /CY Total: \$ 216,000.00	Estimated 4000 SY \$ 55.00 /SY Total: \$ 220,000.00	Estimated 4000 SY \$ 66.00 /CY Total: \$ 264,000.00	\$ 681,000.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 20.00 /SY Total: \$ 10,000.00	Estimated 500 SY \$ 24.00 /CY Total: \$ 12,000.00	Estimated 1000 SY \$ 18.00 /SY Total: \$ 18,000.00	Estimated 1000 SY \$ 21.60 /CY Total: \$ 21,600.00	Estimated 1500 SY \$ 15.00 /SY Total: \$ 22,500.00	Estimated 1500 SY \$ 18.00 /CY Total: \$ 27,000.00	Estimated 2000 SY \$ 14.00 /SY Total: \$ 28,000.00	Estimated 2000 SY \$ 16.80 /CY Total: \$ 33,600.00	\$ 94,200.00
577-70	Shoulder Rework	Estimated 500 SY \$ 30.00 /SY Total: \$ 15,000.00	Estimated 500 SY \$ 36.00 /CY Total: \$ 18,000.00	Estimated 1000 SY \$ 25.00 /SY Total: \$ 25,000.00	Estimated 1000 SY \$ 30.00 /CY Total: \$ 30,000.00	Estimated 1500 SY \$ 22.00 /SY Total: \$ 33,000.00	Estimated 1500 SY \$ 26.40 /CY Total: \$ 39,600.00	Estimated 2000 SY \$ 18.00 /SY Total: \$ 36,000.00	Estimated 2000 SY \$ 21.60 /CY Total: \$ 43,200.00	\$ 130,800.00
TOTAL FOR GROUP VII										\$ 2,152,800.00

Company Name: Middlesex Paving, LLC.



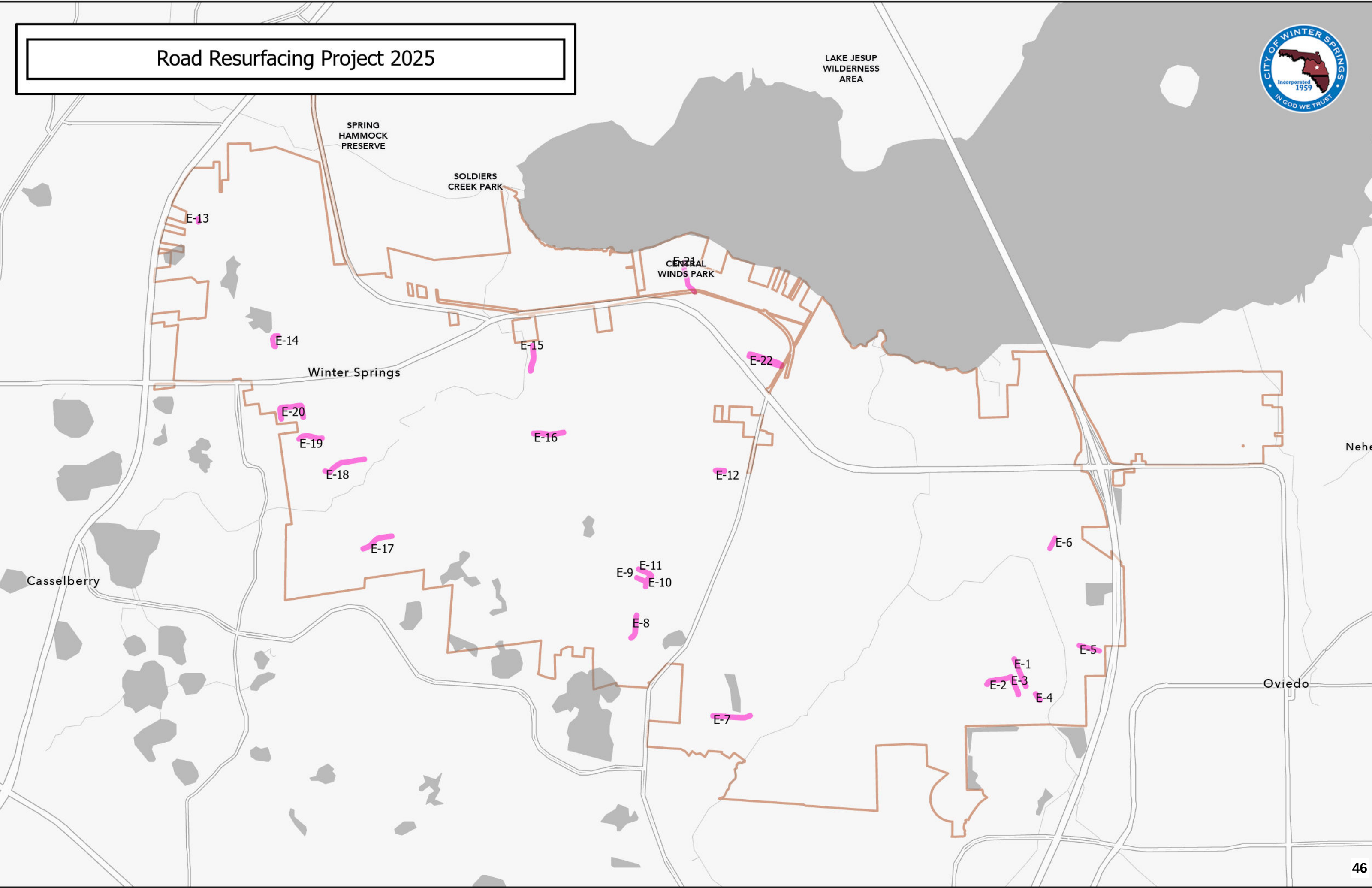
**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 33,646,080.00
Group II	Sand and Seal in-place	\$ 177,150.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 1,331,400.00
Group IV	Temporary Pavement Marking in-place	\$ 117,390.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 171,750.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 436,800.00
Group VII	Earthwork	\$ 2,152,800.00
TOTAL GROUP I THRU VII		\$ 38,033,370.00

Company Name: Middlesex Paving, LLC.

Road Resurfacing Project 2025



Road Resurfacing Project 2025

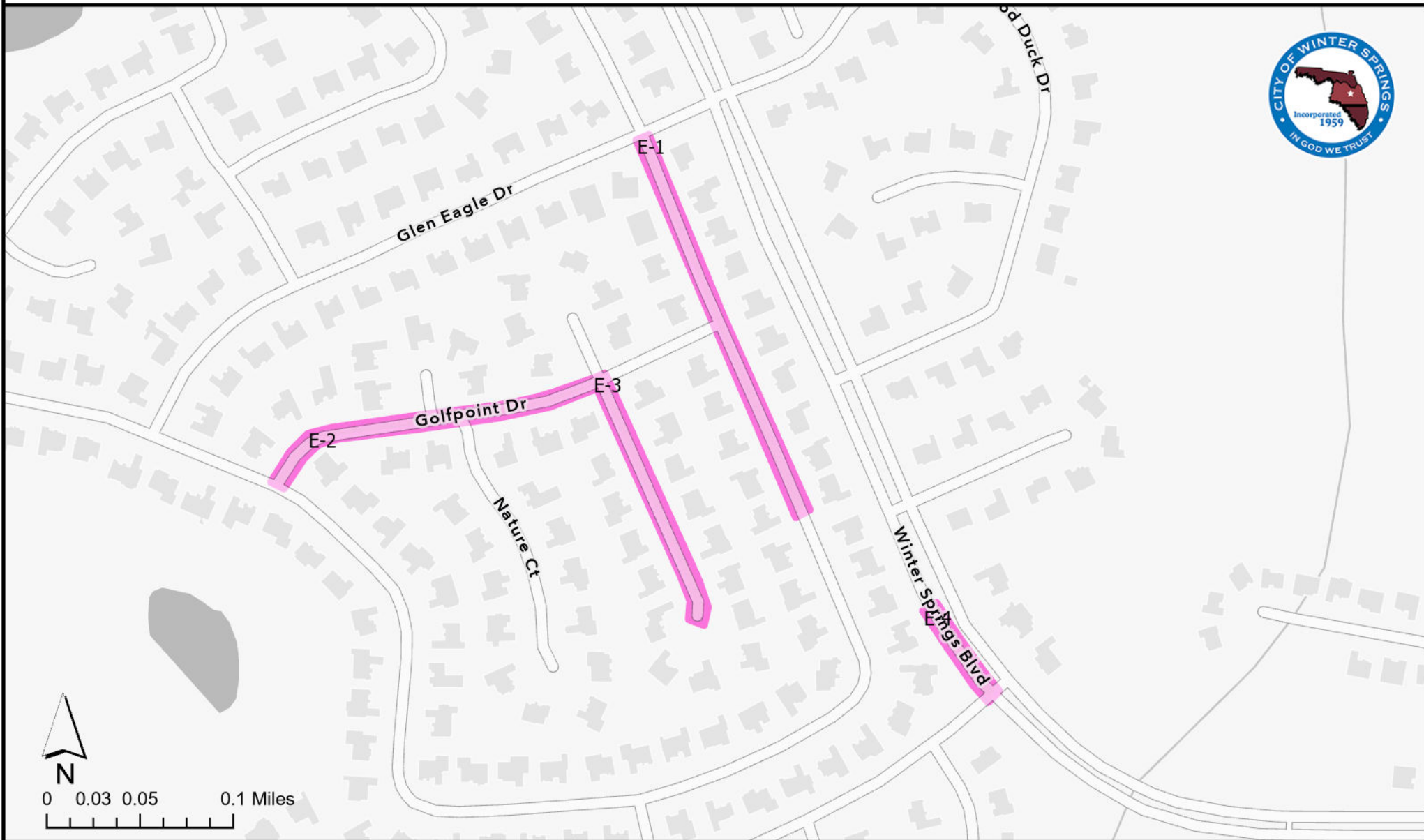


Exhibit	Name	Description	Distance
1	Eagles Nest Circle	from 1520 Eagles Nest Cir. to Glen Eagle Dr.	1036.50 feet
2	Golfpoint Drive	from Eagles Nest Cir. to Greenleaf Ct.	850.46 feet
3	South Greenleaf Ct. (all) to Golfpoint Drive	Cul-de-Sac to Golfpoint Drive	623.02 feet
4	Winter Springs Boulevard	from EB Winter Springs Blvd. from Northern Way to 200 LF west	308.08 feet

Road Resurfacing Project 2025

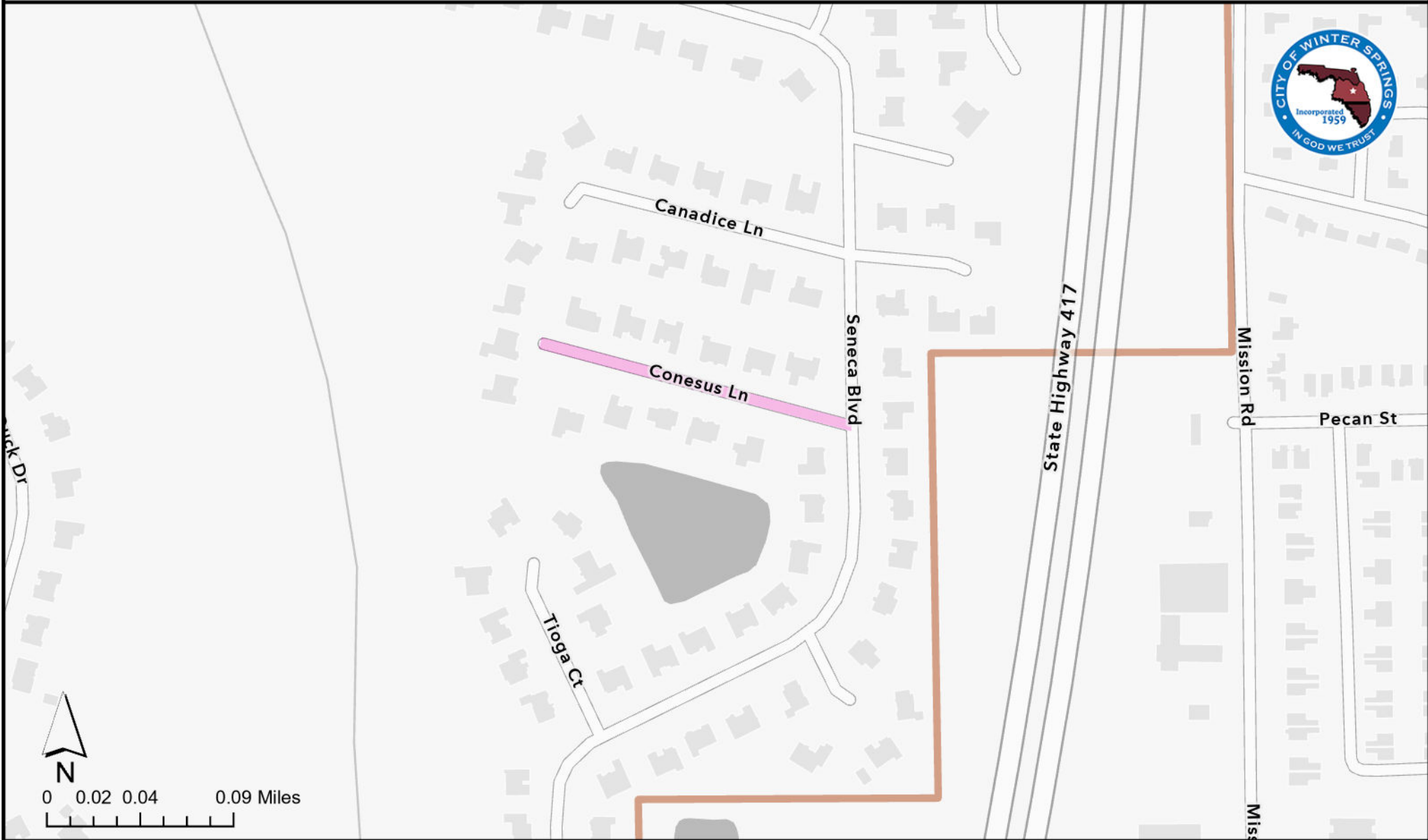


Exhibit	Name	Description	Distance
5	Conesus Lane	entire length including cul-de-sac	659.65 feet

Road Resurfacing Project 2025

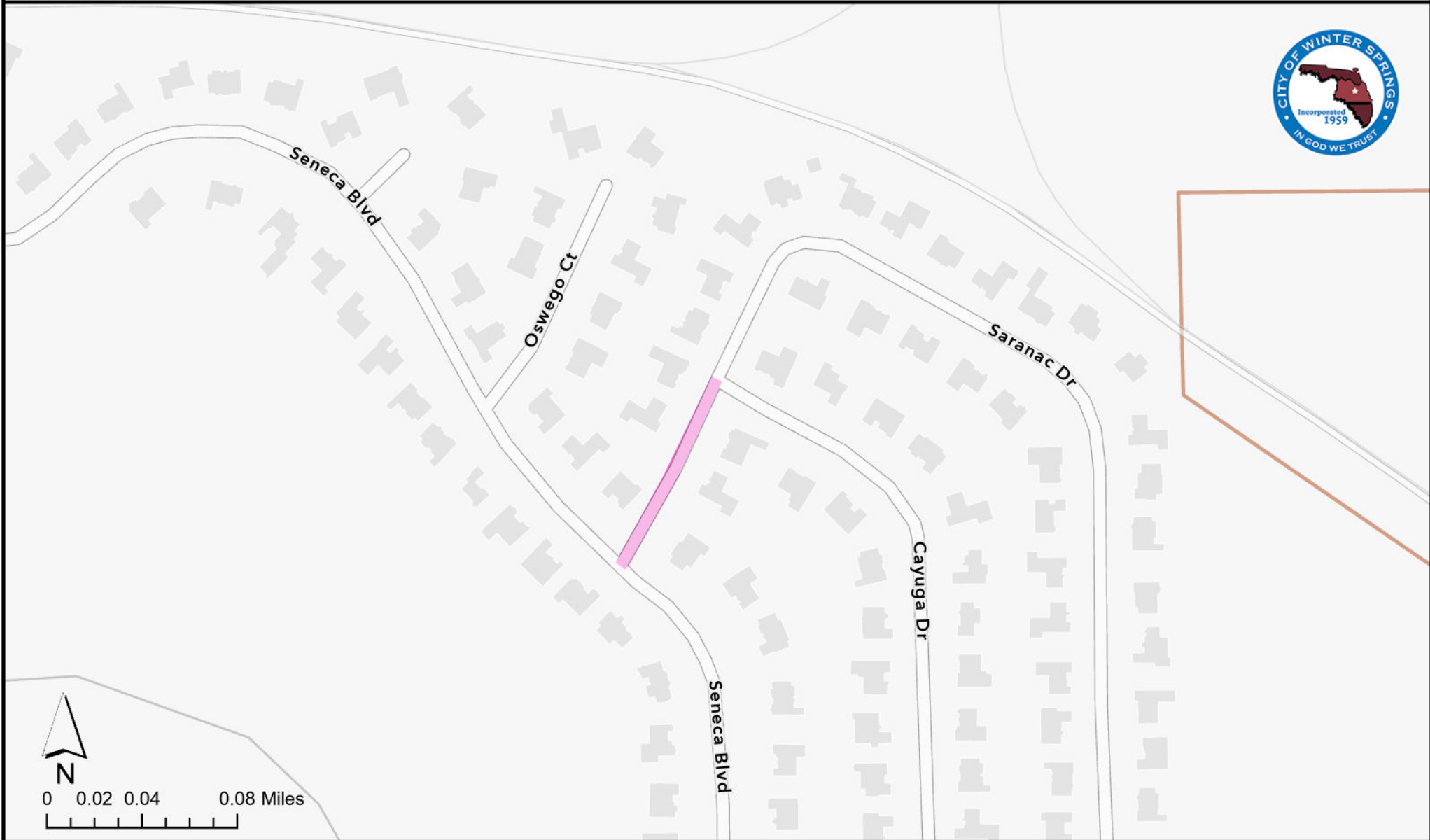


Exhibit	Name	Description	Distance
6	Saranac Drive	Saranac from Seneca to Cayuga	377.06 feet

Road Resurfacing Project 2025

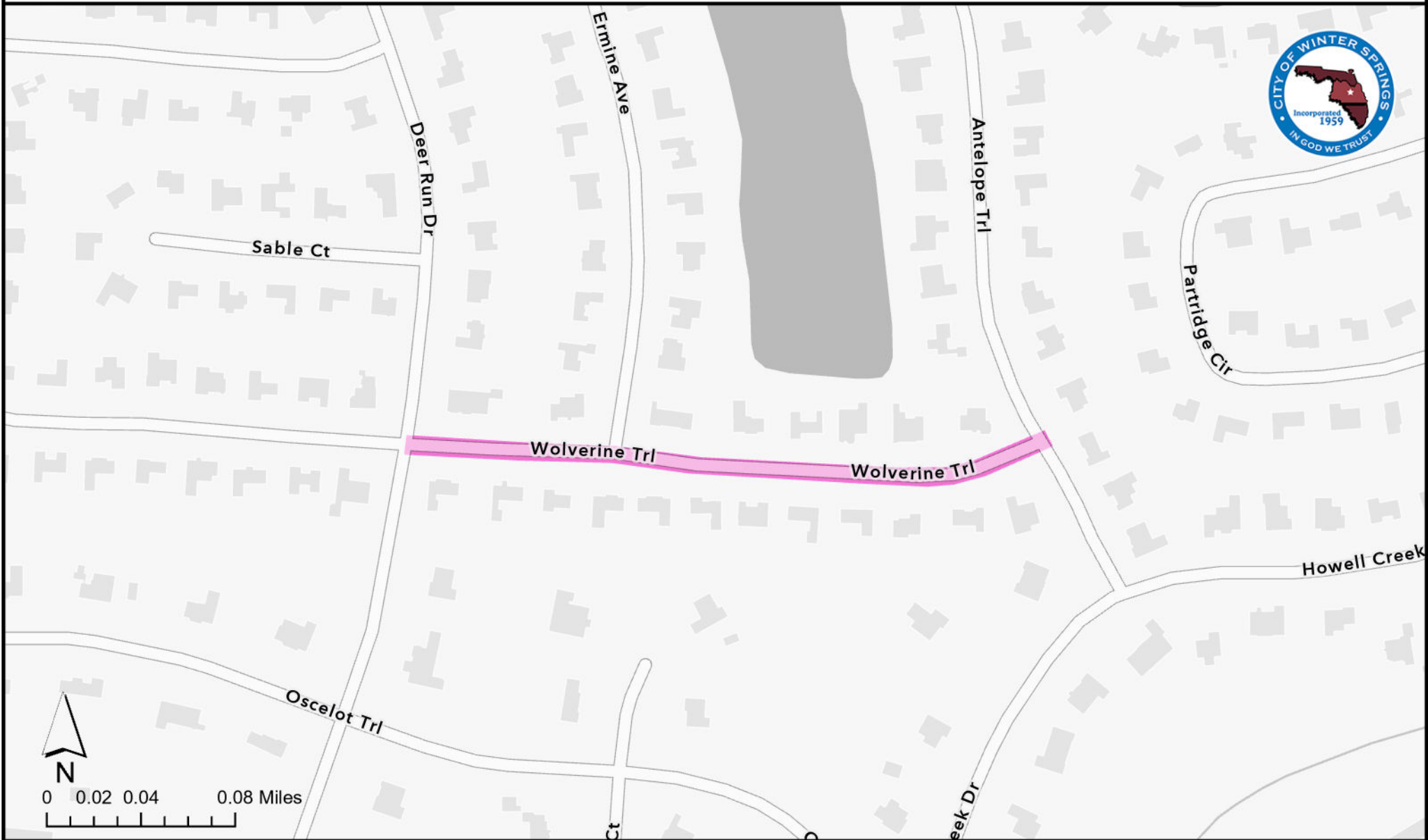


Exhibit	Name	Description	Distance
7	Wolverine Lane	from Antelope Tr. to Deer Run	827.02 feet

Road Resurfacing Project 2025

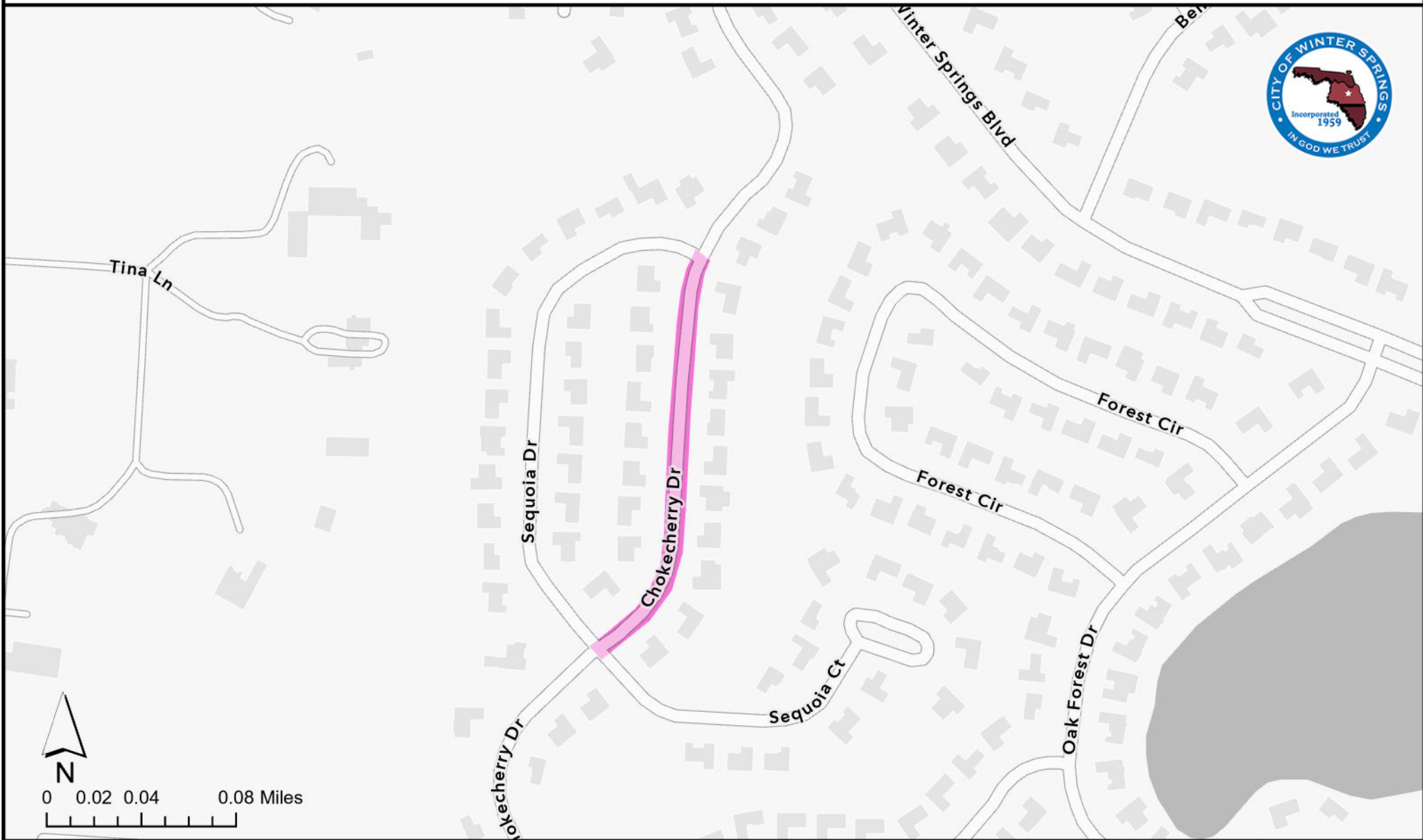


Exhibit	Name	Description	Distance
8	Chokecherry Drive	from Sequoia Dr. to Sequoia Dr.	836.31 feet

Road Resurfacing Project 2025



Exhibit	Name	Description	Distance
9	Fox Den Court	from 1009 Fox Den Ct. to Chokecherry Dr.	332.47 feet
10	Chokecherry Drive	from 894 Chokecherry Dr. to Turkey Hollow Cir.	451.83 feet
11	Turkey Hollow Circle	from 984 Turkey Hollow Cir. to Chokecherry Dr.	502.06 feet

Road Resurfacing Project 2025

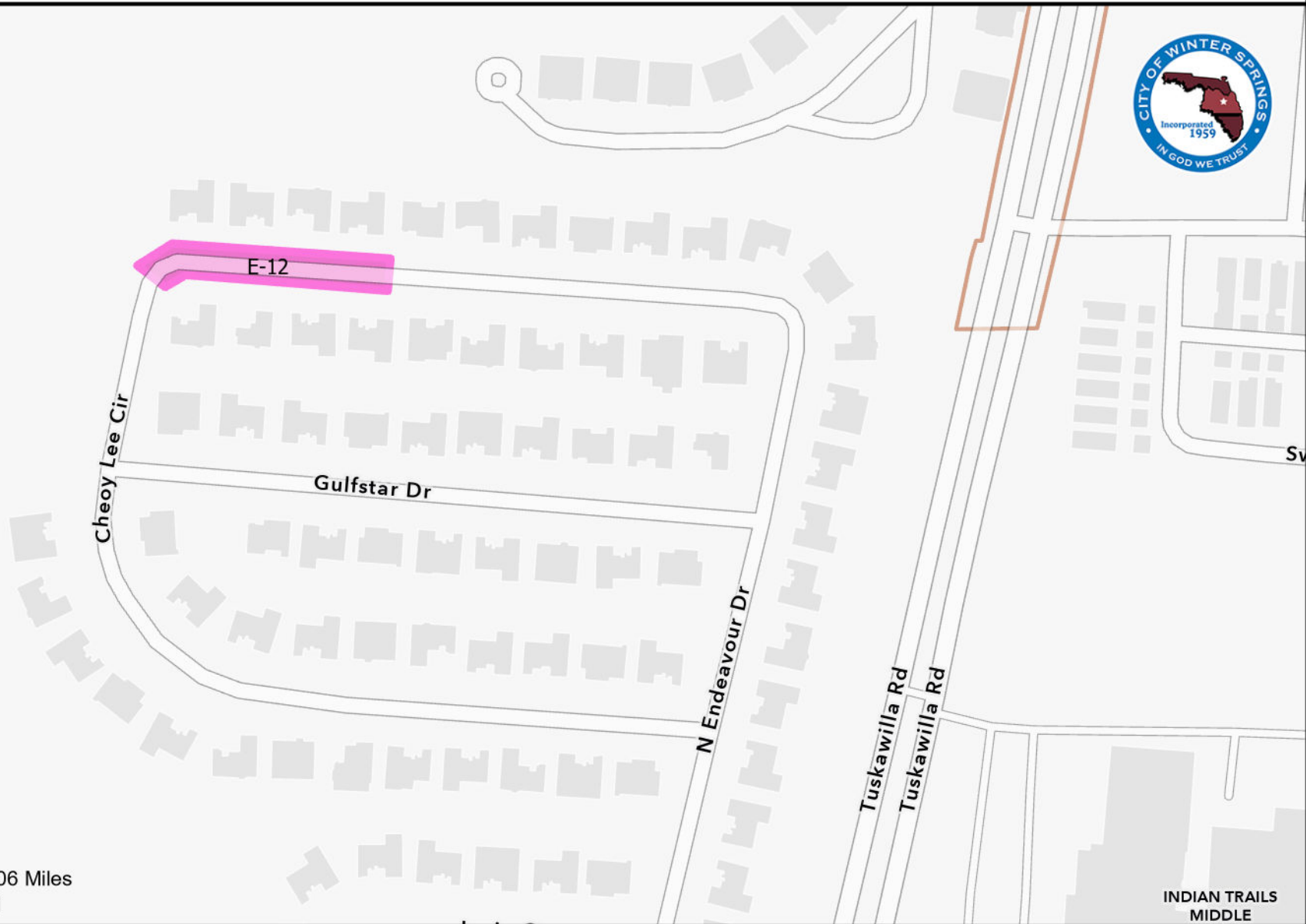
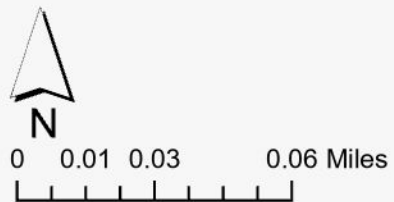


Exhibit	Name	Description	Distance
12	Cheoy Lee Circle	from 643 Cheoy Lee Cir. to 300 LF west	313.53 feet

Road Resurfacing Project 2025

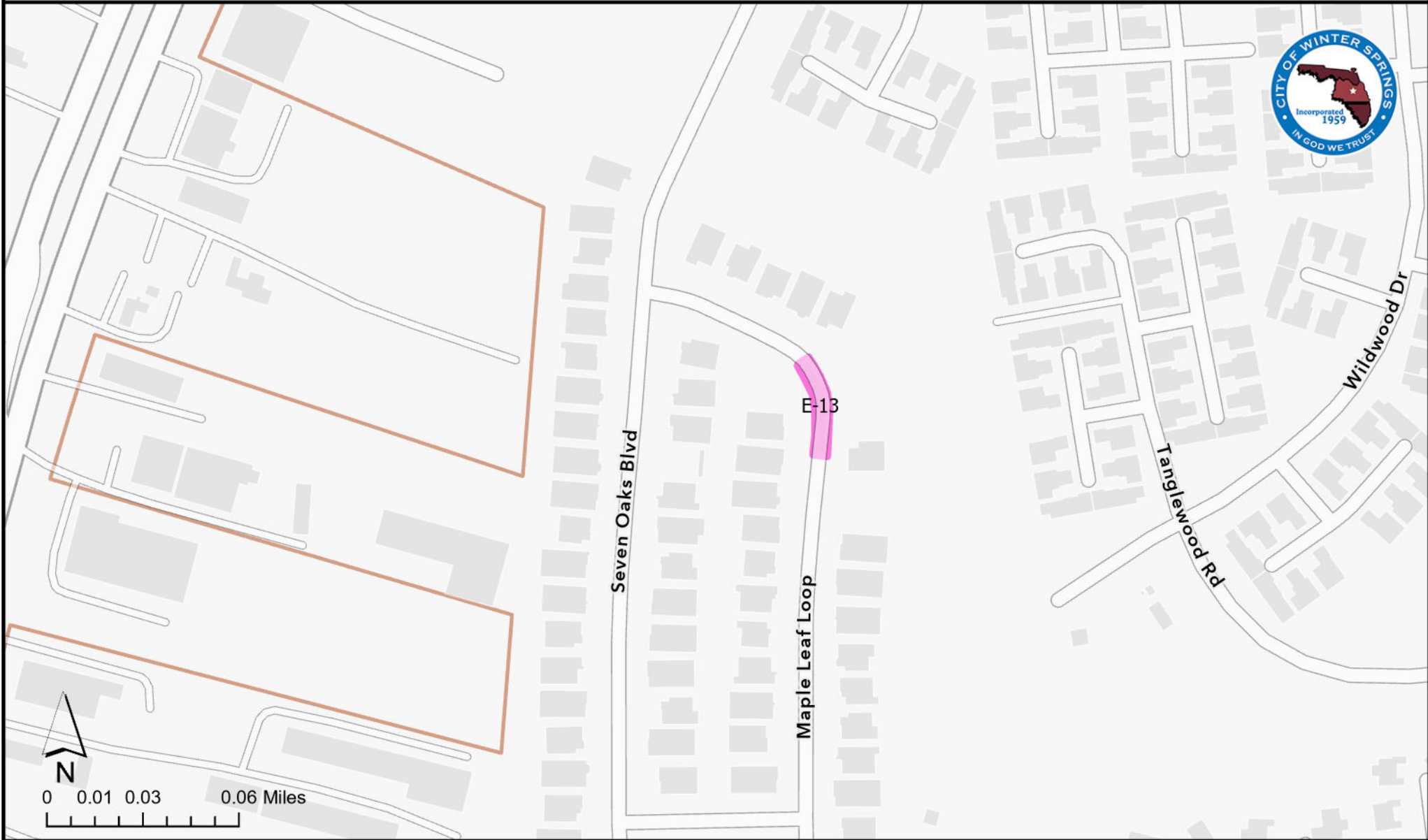


Exhibit	Name	Description	Distance
13	Maple Leaf Loop	from 726 Maple Leaf Loop to 713 Maple Leaf Loop	249.13 feet

Road Resurfacing Project 2025

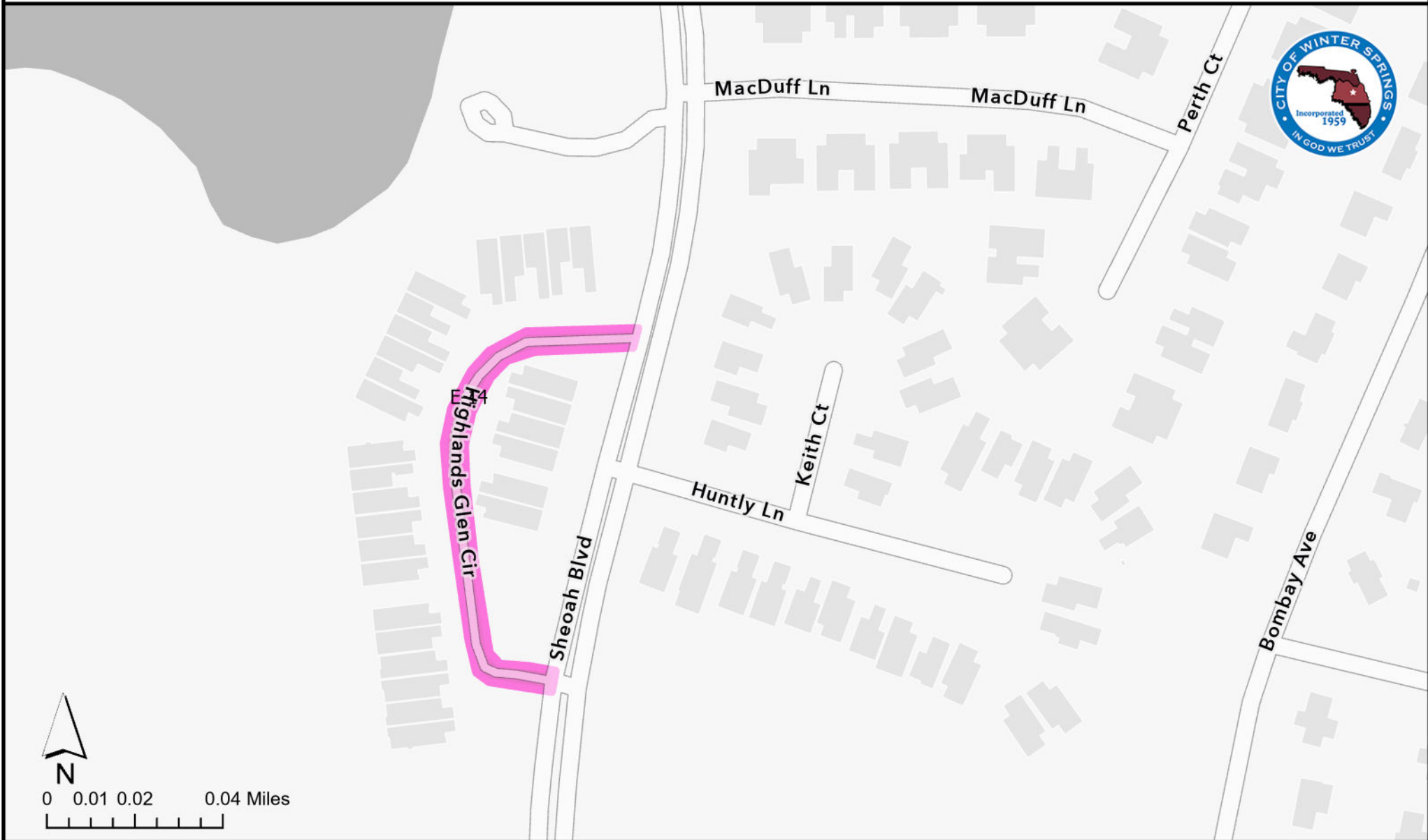


Exhibit	Name	Description	Distance
14	Highlands Glen Circle	entire length of Highland Glens Cir.	543.71 Feet

Road Resurfacing Project 2025

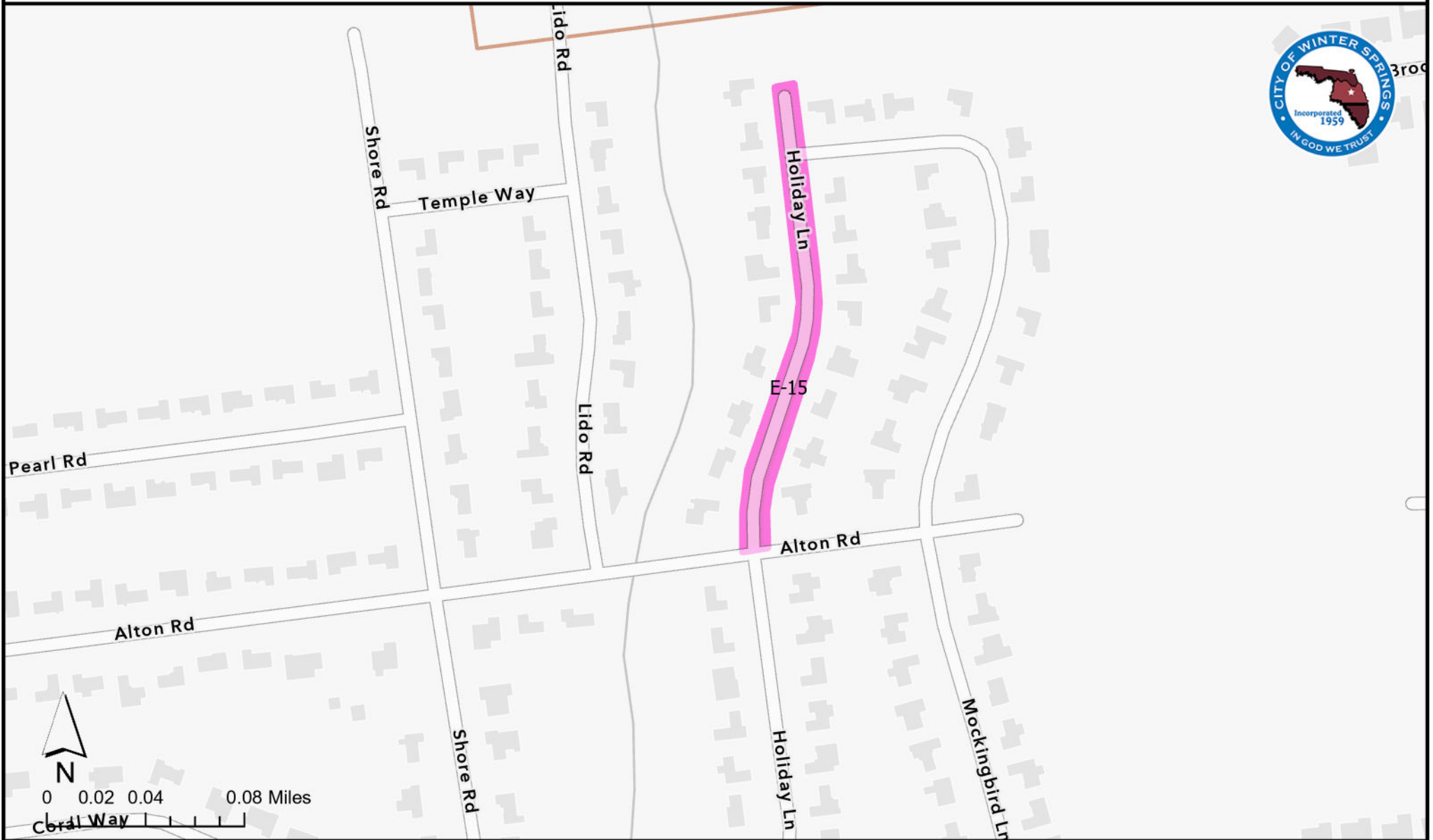


Exhibit	Name	Description	Distance
15	Holiday Lane	from Alton Rd. to terminus	1013.70 Feet

Road Resurfacing Project 2025

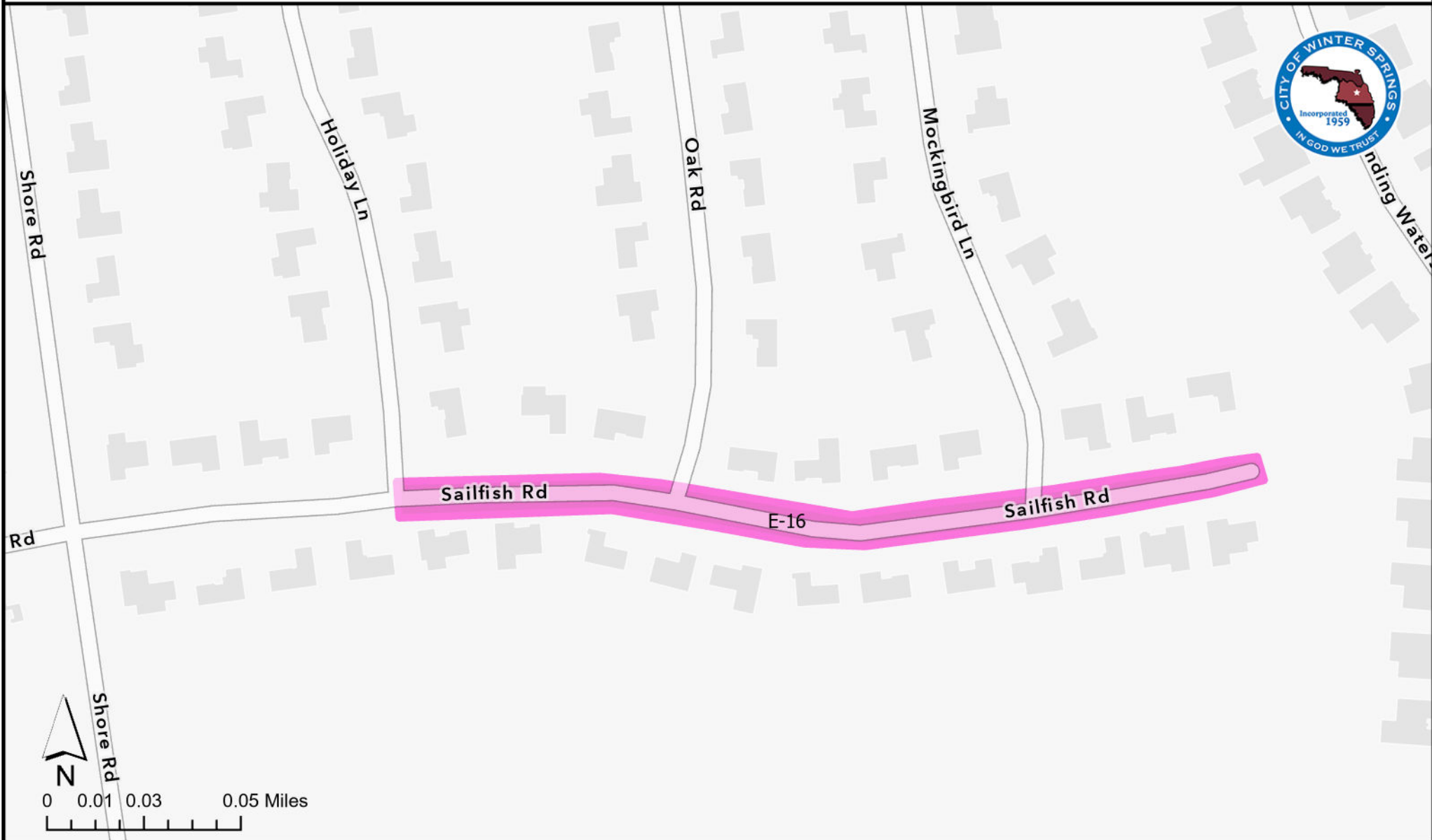


Exhibit	Name	Description	Distance
16	Sailfish Road	from Holiday Ln. to terminus	1080.90 feet

Road Resurfacing Project 2025



Exhibit	Name	Description	Distance
17	West Panama Road	from Edgemon Ave. to Moss Rd.	1109.62 feet

Road Resurfacing Project 2025



Exhibit	Name	Description	Distance
18	Murphy Road	from Alderwood Rd. to Moss Rd.	1457.83 Feet

Road Resurfacing Project 2025

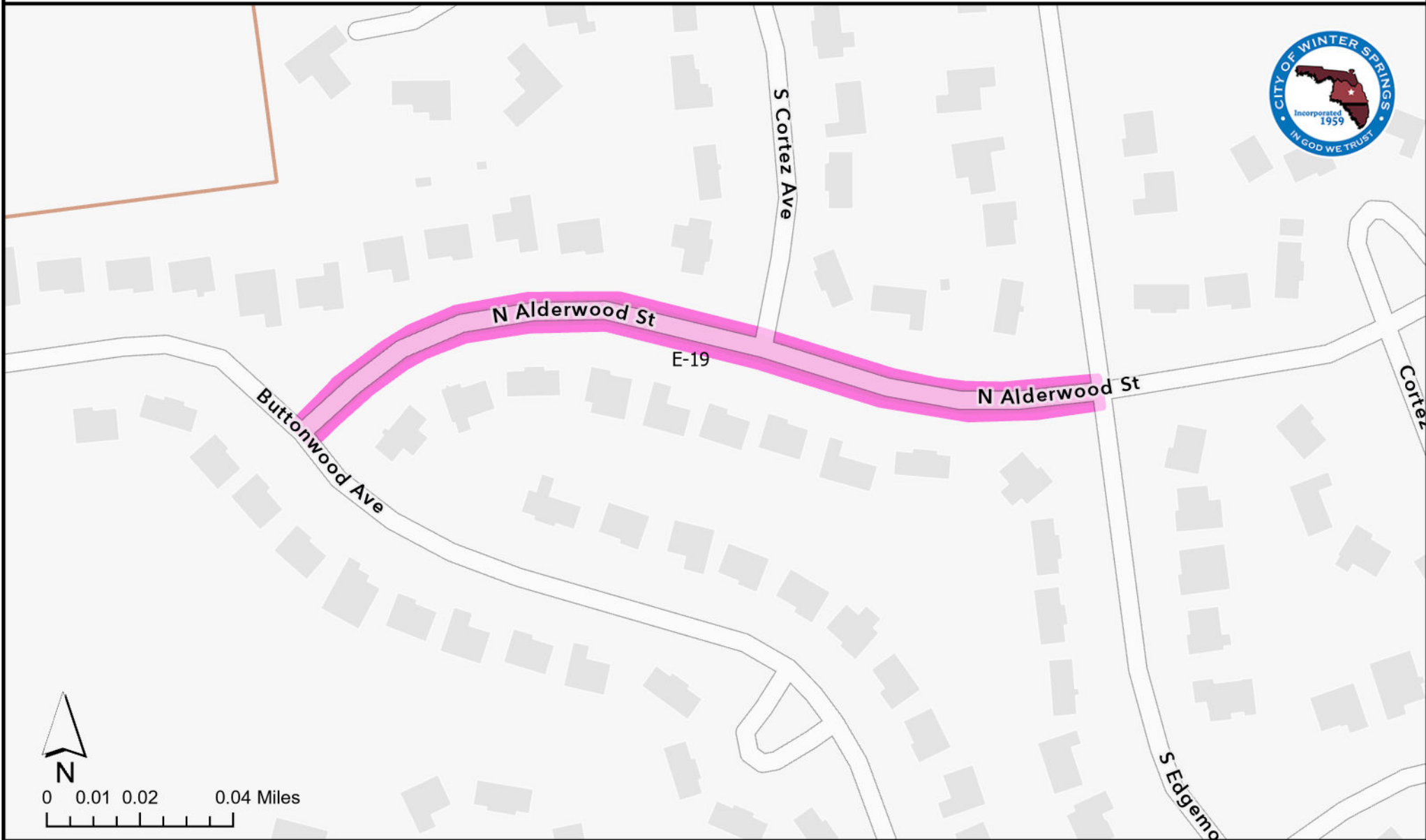


Exhibit	Name	Description	Distance
19	North Alderwood Street	from Buttonwood Ave. to S. Edgemon Ave.	828.38 feet

Road Resurfacing Project 2025

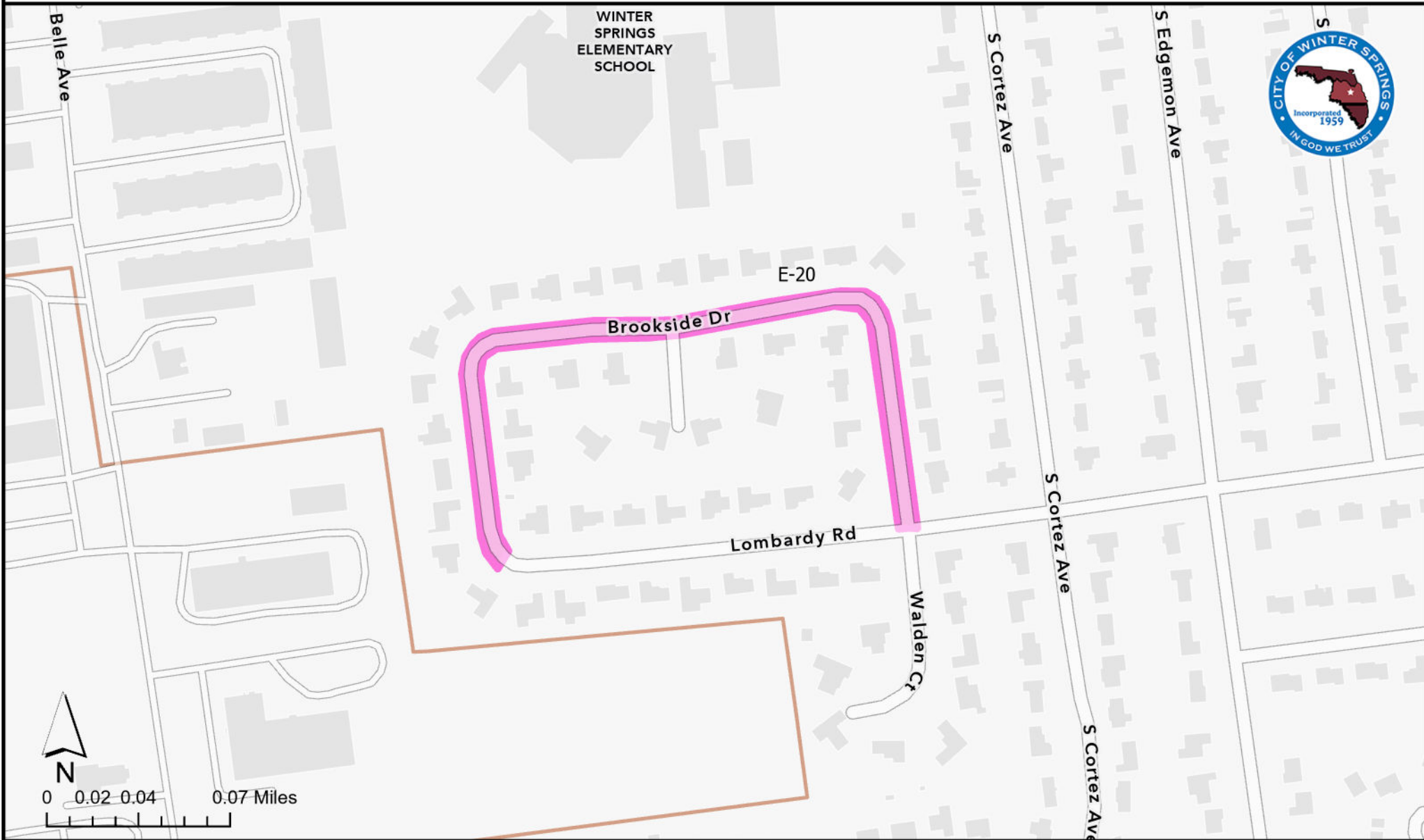


Exhibit	Name	Description	Distance
20	Brookside Drive	from Willow Way to Willow Way	1471.55 feet

Road Resurfacing Project 2025

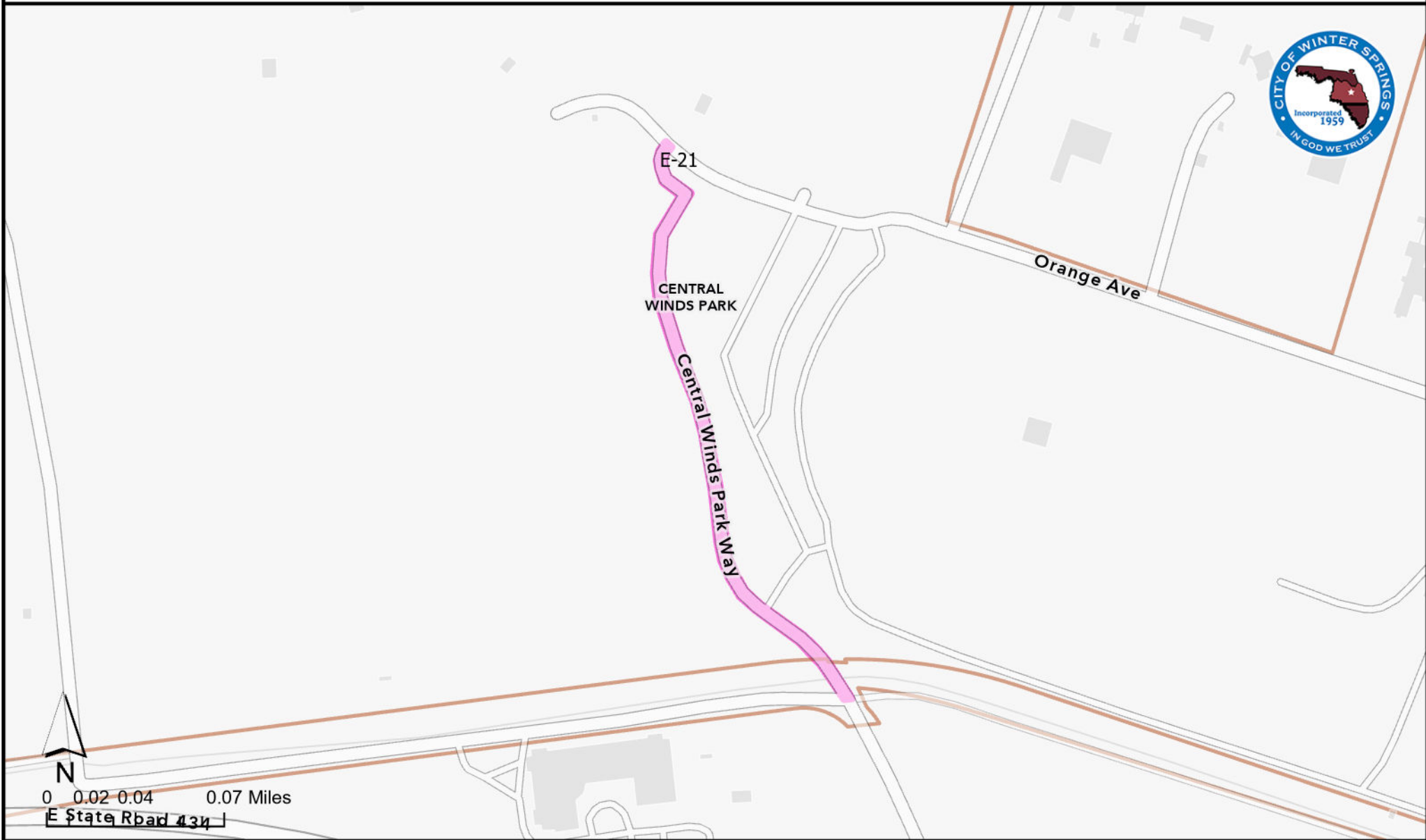


Exhibit	Name	Description	Distance
21	Central Winds Parkway (N/S Direct) - Non - Paver Areas	from Central Winds Drive to Roundabout, including angular street parking	1554.29 feet

Road Resurfacing Project 2025

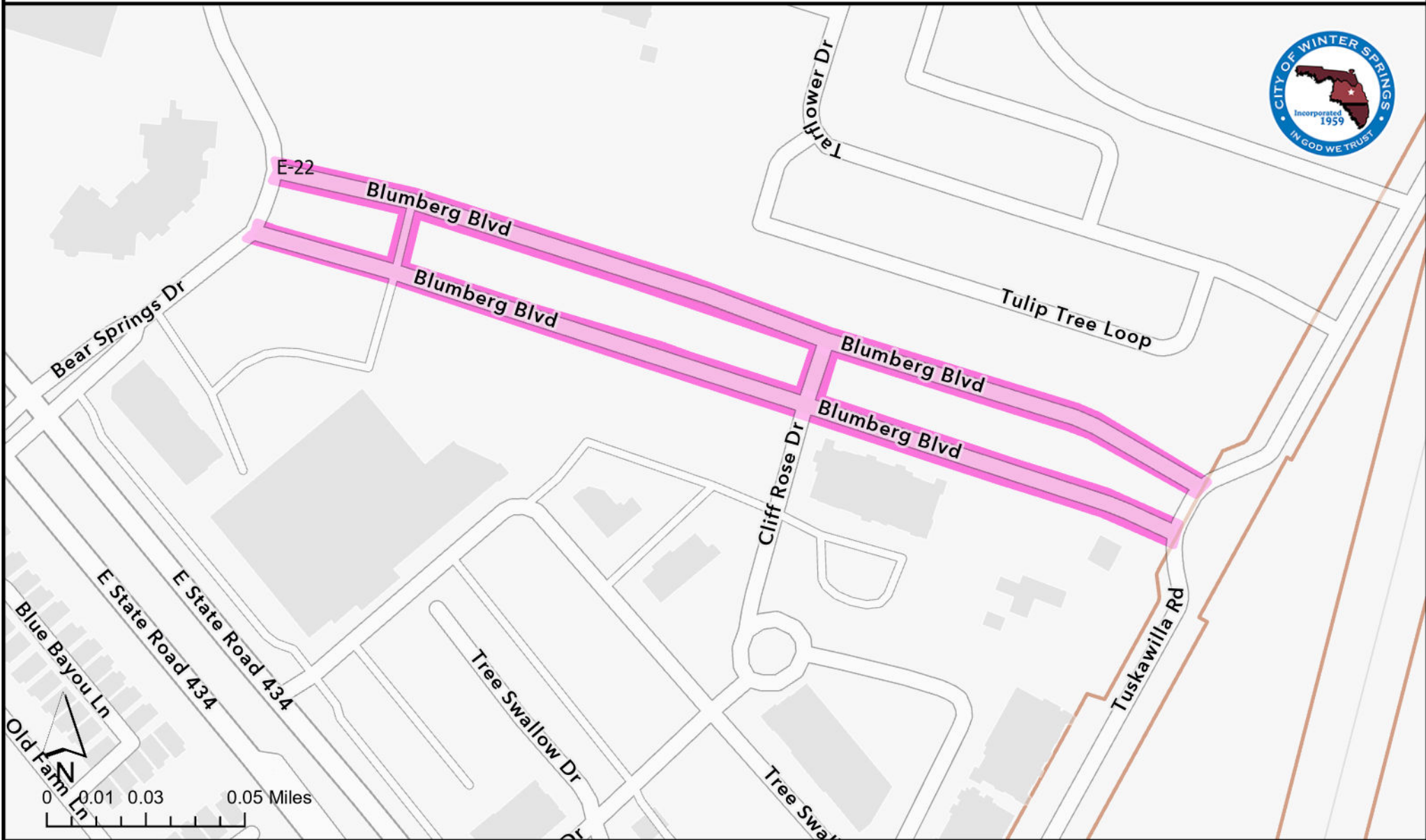


Exhibit	Name	Description	Distance
22	Blumberg Boulevard (E/W Direct) - Non - Paver Areas	from Bear Springs Dr. to Tuskawilla Rd. including angular street parking	2529.77 feet



CONSENT AGENDA ITEM 302

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Multiple Storm Sewer Pipelining Projects

SUMMARY

See attached **Summary** of pipelining projects totaling \$539,457.83.

FUNDING SOURCE

Budgeted in Road Improvement Fund which holds 3rd Generation Sales Tax Funds under City-Wide Storm Water Rehabilitation.

RECOMMENDATION

See attached **Suggested Actions** for each project.

Multiple Pipelining Projects

1. 1170 Howell Creek Drive

Suggested Action: Staff requests for approval by the City Commission to expend \$118,140.00 for the installation of pipelining by Flo-Tech Environmental, beginning at 1170 Howell Creek Drive and extending over 285 - linear feet.

Summary: This area of Howell Creek Drive ROW has experienced repeated depressions in the ground surface area caused by the degradation of the existing 36-inch storm sewer pipe. Upon video inspection of the existing 36-inch storm sewer pipe it was noted that there are notable weep holes resulting in cracking and the general degradation of the nearly 50-year-old concrete pipe. To address this condition Staff requests approval by the City Commission for the installation of pipelining beginning at 1170 Howell Creek Drive and extending over 285 - linear feet. The pipelining process consists of installing a resin impregnated felt tube pipe liner into the host pipe and cure in-place in accordance with ASTM F-1216. Services include Pre and Post Video Inspection. Through Flo-Tech's piggyback contract with the City of Cape Coral we can expedite this needed repair.

2. 1202 Winter Springs Boulevard

Suggested Action: Staff request for approval by the City Commission to expend \$140,259.02 for the installation of pipelining by Flo-Tech Environmental, beginning at 1202 Winter Springs Boulevard and extending over 404 - linear feet.

Summary: This area of the Winter Springs Boulevard ROW has experienced repeated depressions in the ground surface area caused by the degradation of the existing 30-inch storm sewer pipe. Upon video inspection of the existing 30-inch storm sewer pipe it was noted that there are notable weep holes resulting in cracking and the general degradation of the nearly 50-year-old concrete pipe. To address this condition Staff requests approval by the City Commission for the installation of pipelining beginning at 1202 Winter Springs Boulevard and extending over 404- linear feet. The pipelining process consists of installing a resin impregnated felt tube pipe liner into the host pipe and cure in-place in accordance with ASTM F-1216. Services include Pre and Post Video Inspection. Through Flo-Tech's piggyback contract with the City of Cape Coral we can expedite this needed repair.

3. 1162 Howell Creek Drive

Suggested Action: Staff requests for approval by the City Commission to expend \$111,040.52 for the installation of pipelining by Flo-Tech Environmental, beginning at 1162 Howell Creek Drive and extending over 318- linear feet.

Summary: This area of the Howell Creek Drive ROW has experienced repeated depressions in the ground surface area caused by the degradation of the existing 30-inch storm sewer pipe. Upon video inspection of the existing 30-inch storm sewer pipe it was noted that there are notable weep holes resulting cracking of and the general degradation

of the nearly 50-year-old concrete pipe. To address this condition Staff requests approval by the City Commission for the installation of pipelining beginning at 1162 Howell Creek Drive and extending over 318 - linear feet. The pipelining process consists of installing a resin impregnated felt tube pipe liner into the host pipe and cure in-lace in accordance with ASTM F-1216. Services include Pre and Post Video Inspection. Through Flo-Tech's piggyback contract with the City of Cape Coral we can expedite this needed repair.

4. 1215 Deer Run

Suggested Action: Staff requests for approval by the City Commission to expend \$94,068.77 for the installation of pipelining by Flo-Tech Environmental, beginning at 1215 Deer Run and extending over 225 - linear feet.

Summary: This area of 1215 Deer Run ROW has experienced repeated depressions in the ground surface area caused by the degradation of the existing 36-inch storm sewer pipe. Upon video inspection of the existing 36-inch storm sewer pipe it was noted that there are notable weep holes resulting in cracking and the general degradation of the nearly 50-year-old concrete pipe. To address this condition Staff requests approval by the City Commission for the installation of pipelining beginning at 1215 Deer Run and extending over 225 - linear feet. The pipelining process consists of installing a resin impregnated felt tube pipe liner into the host pipe and cure in-place in accordance with ASTM F-1216. Services include Pre and Post Video Inspection. Through Flo-Tech's piggyback contract with the City of Cape Coral we can expedite this needed repair.

5. 699 Brown Bear Court

Suggested Action: Staff requests for approval by the City Commission to expend \$75,949.52 for the installation of pipelining by Flo-Tech Environmental, beginning at 699 Brown Bear Court and extending over 387 - linear feet down Northern Way.

Summary: This area of Brown Bear Court and Northern Way ROW has experienced repeated depressions in the ground surface area caused by the degradation of the existing 15-inch storm sewer pipe. Upon video inspection of the existing 15-inch storm sewer pipe it was noted that there are notable weep holes resulting in cracking and the general degradation of the nearly 50-year-old concrete pipe. To address this condition Staff requests approval by the City Commission for the installation of pipelining beginning at 699 Brown Bear Court and extending over 387 - linear feet down Northern Way. The pipelining process consists of installing a resin impregnated felt tube pipe liner into the host pipe and cure in-place in accordance with ASTM F-1216. Services include Pre and Post Video Inspection. Through Flo-Tech's piggyback contract with the City of Cape Coral we can expedite this needed repair.



City of Winter Springs - 1170 Howell Creek Drive - 36" CIPP

City of Winter Springs

1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser

kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20250114-154106561

Quote created: January 14, 2025

Quote expires: February 13, 2025

Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner: City of Winter Springs

Project/Contract: Number: N/A

Project Name: SW Relining FY24 (Stormwater Relining FY24)

Project General Contractor: N/A

Project County: Seminole

Region: Central

Job-site Address: 1170 Howell Drive, Winter Springs, FL 32708

Onsite Point of Contact: Kevin Mosner

Maps/Plans Provided: [Yes]

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: [No]

Heavy Construction Wage Applicable: [No]

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: Include PO# in each invoice.

AP / Billing contact email: kmmonser@winterspringsfl.org

Scope of Work: 36" CIPP, 285 LF.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning, asphalt cutting, grounds restoration, paving, excavation.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

Products & Services

Item & Description	Quantity	Unit Price	Total
36" CIPP (15mm) LF.	285	\$404.00	\$115,140.00
36" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed LS	1	\$0.01	\$0.01
MOT: Local Roads LS	1	\$0.01	\$0.01
Mobilization Price for MOB where the SOW is priced greaterthan\$25,000 LS	1	\$3,000.00	\$3,000.00
One-time subtotal			\$118,140.02
Total			\$118,140.02

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

Assumptions:

The work area for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Contractors equipment or personnel, unless otherwise described by the Owner in writing.

Change Orders:

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms.

Disclaimer:

Cleaning and CCTV inspection work shall conform to current NASSCO-PACP standards:

If in the course of normal cleaning operations damage results from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete, noted as Survey Abandoned and no additional inspection will be required.

An hourly standby rate of \$770 will apply for any issues that delay production outside of Flotech Environmental's control.

Cancellation Notice:

Cancellations prior to 2:00 PM for our crews will result in a charge for the 4 hour minimum at the corresponding hourly rate, with the exception of immediate weather conditions impeding our ability to work or jeopardizing our crew's safety.

Payment:

Flotech will invoice at the completion of each weekly billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kevin Monser

kmmonser@winterspringsfl.org

[sig|req|signer1]

Questions? Contact me



Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States



City of Winter Springs - 1202 Winter Springs Blvd - 30" CIPP

City of Winter Springs

1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser

kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20250109-165614701

Quote created: January 9, 2025

Quote expires: February 8, 2025

Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner: City of Winter Springs

Project/Contract: Number: N/A

Project Name: SW Relining FY24 (Stormwater Relining FY24)

Project General Contractor: N/A

Project County: Seminole

Region: Central

Job-site Address: 1202 Winter Springs Blvd, Winter Springs, FL 32708

Onsite Point of Contact: Kevin Mosner

Maps/Plans Provided: [Yes]

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: [No]

Heavy Construction Wage Applicable: [No]

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: Include PO# in each invoice.

AP / Billing contact email: accountspayable@winterspringsfl.org & kmmonser@winterspringsfl.org

Scope of Work: 30" CIPP, 404 LF.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning, asphalt cutting, grounds restoration, paving, excavation.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

Products & Services

Item & Description	Quantity	Unit Price	Total
30" CIPP (10.5mm)	404	\$339.75	\$137,259.00
30" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed LS	1	\$0.01	\$0.01
MOT: Local Roads LS	1	\$0.01	\$0.01
Mobilization Price for MOB where the SOW is priced greater than \$25,000 LS	1	\$3,000.00	\$3,000.00
One-time subtotal			\$140,259.02
Total			\$140,259.02

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

Assumptions:

The work area for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Contractors equipment or personnel, unless otherwise described by the Owner in writing.

Change Orders:

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms.

Disclaimer:

Cleaning and CCTV inspection work shall conform to current NASSCO-PACP standards:

If in the course of normal cleaning operations damage results from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete, noted as Survey Abandoned and no additional inspection will be required.

An hourly standby rate of \$770 will apply for any issues that delay production outside of Flotech Environmental's control.

Cancellation Notice:

Cancellations prior to 2:00 PM for our crews will result in a charge for the 4 hour minimum at the corresponding hourly rate, with the exception of immediate weather conditions impeding our ability to work or jeopardizing our crew's safety.

Payment:

Flotech will invoice at the completion of each weekly billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kevin Monser

kmmonser@winterspringsfl.org

Questions? Contact me

Luis Ferre

Business Development Associate

luis.ferre@flotechllc.com

+17862028723

Flotech Environmental, LLC

657 South Dr.

Suite 401

Miami Springs, FL 33166

United States



City of Winter Springs - 1162 Howell Creek Drive - 30" CIPP

City of Winter Springs

1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser

kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20250114-155740858

Quote created: January 14, 2025

Quote expires: February 13, 2025

Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Comments from Luis Ferre

Project Owner: City of Winter Springs

Project/Contract: Number: N/A

Project Name: SW Relining FY24 (Stormwater Relining FY24)

Project General Contractor: N/A

Project County: Seminole

Region: Central

Job-site Address: 1162 Howell Creek Drive, Winter Springs, FL 32708

Onsite Point of Contact: Kevin Mosner

Maps/Plans Provided: [Yes]

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: [No]

Heavy Construction Wage Applicable: [No]

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: Include PO# in each invoice.

AP / Billing contact email: kmmonser@winterspringsfl.org

Scope of Work: 30" CIPP, 318 LF.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning, asphalt cutting, grounds restoration, paving, excavation.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

Products & Services

Item & Description	Quantity	Unit Price	Total
30" CIPP (12mm) LF	318	\$339.75	\$108,040.50
30" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed LS.	1	\$0.01	\$0.01
MOT: Local Roads LS	1	\$0.01	\$0.01
Mobilization Price for MOB where the SOW is priced greater than \$25,000 LS	1	\$3,000.00	\$3,000.00
One-time subtotal			\$111,040.52
Total			\$111,040.52

Purchase terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

Assumptions:

The work area for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Contractors equipment or personnel, unless otherwise described by the Owner in writing.

Change Orders:

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms.

Disclaimer:

Cleaning and CCTV inspection work shall conform to current NASSCO-PACP standards:

If in the course of normal cleaning operations damage results from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete, noted as Survey Abandoned and no additional inspection will be required.

An hourly standby rate of \$770 will apply for any issues that delay production outside of Flotech Environmental's control.

Cancellation Notice:

Cancellations prior to 2:00 PM for our crews will result in a charge for the 4 hour minimum at the corresponding hourly rate, with the exception of immediate weather conditions impeding our ability to work or jeopardizing our crew's safety.

Payment:

Flotech will invoice at the completion of each weekly billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kevin Monser

kmmonser@winterspringsfl.org

[sig|req|signer1]

Questions? Contact me



Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Flotech Environmental, LLC
657 South Dr.
Suite 401
Miami Springs, FL 33166
United States



City of Winter Springs - 1215 Deer Run - 36" CIPP

City of Winter Springs

1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser

kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20250124-145128606

Quote created: January 24, 2025

Quote expires: February 23, 2025

Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Project Information

Project Owner: City of Winter Springs

Project/Contract: Number: N/A

Project Name: SW Relining FY24 (Stormwater Relining FY24)

Project General Contractor: N/A

Project County: Seminole

Region: Central

Job-site Address: 1215 Deer Run Dr., Winter Springs, FL 32708

Onsite Point of Contact: Kevin Mosner

Maps/Plans Provided: [Yes]

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: [No]

Heavy Construction Wage Applicable: [No]

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: Include PO# in each invoice.

AP / Billing contact email: accountspayable@winterspringsfl.org & kmmonser@winterspringsfl.org

Scope of Work: 36" CIPP, 225 LF . 15 mm.

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

Products & Services

Item & Description	Quantity	Unit Price	Total
CIPP 36" (15mm) LF	225	\$404.75	\$91,068.75
36" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed LS	1	\$0.01	\$0.01
MOT: Local Roads LS	1	\$0.01	\$0.01
Mobilization Price for MOB where the SOW is priced greater than \$25,000 LS	1	\$3,000.00	\$3,000.00
One-time subtotal			\$94,068.77
Total			\$94,068.77

Proposal Terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

Assumptions:

The work area for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Contractors equipment or personnel, unless otherwise described by the Owner in writing.

Change Orders:

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms.

Disclaimer:

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If in the course of normal cleaning operations damage results from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete, noted as Survey Abandoned and no additional inspection will be required.

An hourly standby rate of \$770 will apply for any issues that delay production outside of Flotech Environmental's control.

Cancellation Notice:

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Payment:

Flotech will invoice at the completion of each weekly billing period and payment must be made within Thirty (30) days from the date of the invoice. Should payment not be received within 30 days of service, service may be interrupted until payment is received. Any balance remaining after 30 days will be assessed a 1.5% monthly finance charge. In the event of any action to collect unpaid invoices, Client and/or managing corporation, and/or entity shall be liable to Flotech or its assignee for all costs of collection, including but not limited to attorney's fees and costs, including any costs of litigation relating to such collection and including the collection amount.

ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Kevin Monser

kmmonser@winterspringsfl.org

Questions? Contact me

Luis Ferre

Business Development Associate

luis.ferre@flotechllc.com

+17862028723

Flotech Environmental, LLC

657 South Dr.

Suite 401

Miami Springs, FL 33166

United States



City of Winter Springs - 699 Brown Bear Ct and Northern Way - 15" CIPP

City of Winter Springs

1126 East State Road 434
Winter Springs, FL 32708
United States

Kevin Monser

kmmonser@winterspringsfl.org
(407) 327-6567

Reference: 20250129-144427030

Quote created: January 29, 2025

Quote expires: February 28, 2025

Quote created by: Luis Ferre
Business Development Associate
luis.ferre@flotechllc.com
+17862028723

Project Information

Project Owner: City of Winter Springs

Project/Contract: Number: N/A

Project Name: SW Relining FY24 (Stormwater Relining FY24)

Project General Contractor: N/A

Project County: Seminole

Region: Central

Job-site Address: 699 Brown Bear Court, Winter Springs, FL 32708

Onsite Point of Contact: Kevin Mosner

Maps/Plans Provided: [Yes]

Technical Specifications: ASTM F1216-22, NASSCO PACP

Certified Payroll Applicable: [No]

Heavy Construction Wage Applicable: [No]

Deliverables Instruction: NASSCO certified PACP report will be provided along with video logs as final deliverables

Billing Instructions: Include PO# in each invoice.

AP / Billing contact email: accountspayable@winterspringsfl.org & kmmonser@winterspringsfl.org

Scope of Work: 15" CIPP, 387 LF . 7.5 mm

Install a resin impregnated felt tube pipe liner into the host pipe, and cure in place, in accordance with ASTM F-1216. Includes pre / post video inspection.

Exclusions: root removal, baffle removal / reinstatement, grout repairs, joint sealing, heavy cleaning.

Flotech Environmental is a certified SBE, DBE, MBE, CBE company.

Products & Services

Item & Description	Quantity	Unit Price	Total
CIPP, 15" (7.5 mm) LF.	387	\$188.50	\$72,949.50
15" Pipe Diameter By-Pass / Pumping / Dewatering Where Needed LS	1	\$0.01	\$0.01
MOT: Local Roads LS.	1	\$0.01	\$0.01
Mobilization Price for MOB where the SOW is priced greater than \$25,000 LS	1	\$3,000.00	\$3,000.00
One-time subtotal			\$75,949.52
Total			\$75,949.52

Proposal Terms

Above pricing is based on project information and plans as provided by Client, and assumed site conditions.

Assumptions:

The work area for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Contractors equipment or personnel, unless otherwise described by the Owner in writing.

Change Orders:

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Disclaimer:

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If in the course of normal cleaning operations damage results from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete, noted as Survey Abandoned and no additional inspection will be required.

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ACCEPTANCE OF PROPOSAL / SIGN & RETURN:

Questions? Contact me



Luis Ferre

Business Development Associate

luis.ferre@flotechllc.com

+17862028723

Flotech Environmental, LLC

657 South Dr.

Suite 401

Miami Springs, FL 33166

United States

CONSENT AGENDA ITEM 303

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Intent to Award Contract - ITB 11-24-07 PH Gee Creek Erosion Control Counter Measures

SUMMARY

Due to severe bank erosion along Gee Creek, near South Moss Road, City staff in cooperation with the NRCS (Natural Resource Conservation Service) have elected to address this matter in order to avoid further degradation of Gee Creek in this immediate area. There were five (5) total bids for this Invitation to Bid contract. The results of the bids are as follows:

1. Cathcart Construction Company	\$ 762,620.00
2. Construct Co Inc.	\$ 763,578.42
3. Central Florida Environmental Corp (CFE)	\$ 878,288.26
4. Carr and Collier	\$ 1,055,700.00
5. Garcia Civil Contractors	\$ 1,102,527.44

FUNDING SOURCE

This erosion control project is 75% funded by the NRCS and 25% funded by the City of Winter Springs, therefore the City will only be obligated to \$190,655.00 of the total construction cost. Copies of the Contractors monthly invoices will be submitted by the City Finance Department to the NRCS for reimbursement of the 75% commitment.

This is budgeted in Road Improvement Fund that holds the 3rd Generation Sales Tax Revenue under CIP Storm-Water Rehabilitation City Wide.

RECOMMENDATION

Staff recommends the City Commission award Cathcart Construction Company the construction contract in the amount of \$762,620.00 for the proposed erosion control improvements required on Gee Creek. Additionally, authorization for the City Manager and City Attorney is requested to prepare and execute any and all applicable contract documents consistent with this Agenda item.



A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900**

Section A - Bidder Information and Acknowledgement Form



**City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708**



MANDATORY BID FORMS

Proposal Form 1	-	Bidder Information and Acknowledgement Form
Proposal Form 2	-	References Information Form
Proposal Form 3	-	Insurance Requirements Form
Proposal Form 4	-	Scrutinized Company Certification
Proposal Form 5	-	Non-Collusion Affidavit
Proposal Form 6	-	Drug Free Workplace Form
Proposal Form 7	-	Public Entity Crimes Statement
Proposal Form 8	-	Debarment, Suspension etc. Certification
Proposal Form 9	-	E-Verify Statement
Proposal Form 10	-	Conflict of Interest Statement
Proposal Form 12	-	Affidavit of Compliance with Florida Statute 787.06
Proposal Form 13	-	SMWBE Utilization Plan
Appendix A	-	Cost Proposal Worksheet
Appendix B	-	Bid Bond Form

Mandatory forms must be submitted with the Bid.

Failure to submit forms may disqualify the Bidder from the ITB

The following documents do not need to be returned with the Bid response

Exhibit 1	Project Plans
Exhibit 2	Project Specifications
Appendix C	Performance Bond Agreement
Appendix D	Labor and Materials Payment Bond Agreement

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Cathcart Construction Company - Florida, LLC

TAX ID# SNN or EIN: 46-4740152

BIDDER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PURCHASE ORDER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PHONE NUMBER: 407-629-2900

COMPANY WEBSITE: <https://cathcartconstructioncompany.com/>

COMPANY CONTACT (REP): Matt Blanton

CONTACT EMAIL ADDRESS: mblanton@cathcartconstructioncompany.com

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:

1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park

2. Addenda:

Number: 1, Dated 12/20/24.

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 services specified in this ITB at the prices quoted in the Bid 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.



A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr Winter Springs, FL 32708
(407) 629-2900

Section B - Table of Contents:

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(407) 629-2900

Section C - Introduction Letter



City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708





A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr, Winter Springs, FL, 32708

Section C – Introduction Letter

ITB # 11-24-07 PH – Erosion Control Countermeasures within Gee Creek at Moss Park

January 17, 2025

Dear Stuart MacLean, Procurement Manager:

Respectfully Cathcart Construction Company - Florida, LLC (CCC), submits the following response to the Erosion Control Countermeasures within Gee Creek at Moss Park RFP with the understanding that the City seeks to prevent further erosion of the west bank of Gee Creek within Moss Park. The installation of sheet piling and creek adjustments will prove a better countermeasure than the existing erosion control measures.

Beginning with the installation of the construction entrances, check dam, cofferdams, and bypass system we will prepare the site for construction. Following preparations and the approval of the sheet piling designs, the process of removing the existing concrete, installing sheet piling, and creek adjustments will begin. Once everything is installed, including the RCP and Water Main adjustments through the sheet piling, we will restore Moss Park and leave it better than it had been before.

Mr. John Cathcart and I are authorized to make representations for Cathcart. Should you, or any member of your staff, require any additional information, my personal cell phone number is (407) 810-9614. Please do not hesitate to call me for any type of discussion. My e-mail address is mblanton@cathcartconstructioncompany.com.

Sincerely Yours,
Matt T. Blanton
President

A handwritten signature in blue ink, appearing to be 'Matt T. Blanton', written over the printed name.





A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900**

Section D – Qualifications



**City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708**





A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Dr, Winter Springs, FL, 32708

Section D – Qualifications Letter

ITB # 11-24-07 PH – Erosion Control Countermeasures within Gee Creek at Moss Park

January 17, 2025

Dear Stuart MacLean, Procurement Manager:

Respectfully Cathcart Construction Company - Florida, LLC (CCC), submits the attached answer to the ITB for the above referenced Bid in hopes that the City of Winter Springs will select CCC to build your Erosion Control Countermeasures within Gee Creek at Moss Park. CCC has many types of erosion control projects for many municipalities and over the years CCC has demonstrated that it will bend over backwards to meet our client's goals and objectives. Cathcart Construction Company has become a very valuable extension of many municipalities' resources.

One of the main focuses of CCC is providing a safe workplace. We remain in full compliance with all OSHA standards applicable to our work. We strictly adhere to the specifications provided by our clients to protect members of the community from injury. Adhering to these specifications helps eliminate any unnecessary damage to surrounding properties and facilities to our job sites.

The founder and CEO of Cathcart Construction Company is John Cathcart. John has a Building Construction BA from the University of Florida and a Finance MBA from the University of Central Florida. With decades of experience, he has been a Certified General Contractor (CGC 051005) since 1993 and a Certified Underground Utility and Excavation Contractor (FL CUC 057230) since 1998. John is responsible for the overall business leadership, strategy, and development at Cathcart Construction Company. David Cathcart is the brother of John and is the CFO of Cathcart Construction Company. David joined CCC as the CFO in 1997. Boasting over 30 years in finance and accounting, David is a CPA. He has served as a board member, CFO, and CEO of various companies. He earned his BA in Accounting from the University of Notre Dame and his MBA from the University of Central Florida. The President and head of operations for Cathcart Construction Company is Matt Blanton. Matt Blanton has over 25 years of experience in the construction industry and has been with Cathcart Construction Company since 1997. He started with Cathcart as the Vice President and Operations Manager. His promotion to President was in 2005, where he took over the management of sales, suppliers, subcontractors, and operations at Cathcart



Construction Company. Matt obtained his BS in Law Studies/Sociology from Georgia Southern University.

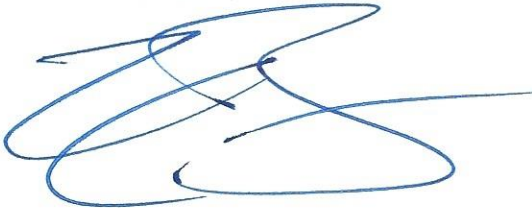
Matt Blanton leads a team of 23 clerical and over 180 field employees with the assistance of his General Superintendents Joe Newton and Justin Williams. Joe Newton has been with CCC since 2015 and brings decades of experience with him. He has several certifications, including his SWPPP Stormwater Pollution Prevention Plan Certification, Confined Space Certification, and Trench Safety Certification. He also excels at installing shoring systems, various types of pipes, and the operation of multiple types of heavy equipment. Justin Williams has been with CCC since 2018. Justin brings with him years of experience since 2002 in underground experience and heavy equipment operation. He has several certifications, including his SWPPP Stormwater Pollution Prevention Plan Certification, Confined Space Certification, and Trench Safety Certification. He specializes in deep gravity sewers and lift stations. Joe Newton and Justin Williams lead the day-to-day onsite operations with the supporting teams of Project Managers, Superintendents, Foreman, Operators, Hillmen, Tailmen, Pipe Layers, and Loader Operators.

Over the years, CCC has created a proven formula for job efficiency. We have become experts of taking a job from start to finish. Staying on time and on budget. One of the main parts of this formula is our ability to strategically place crews between multiple projects to allow for maximum efficiency and delivery. After 30 years, this strategy doesn't just apply to the placement of our crews, we have also gained the unique ability to allocate resources and equipment in the same manner. Allowing for quicker delivery time, a cost-effective budget and most importantly, a happy client.

Cathcart accomplishes this not just by being customer-focused; We are customer-obsessed! Cathcart gives our clients high quality projects that are finished on time, on budget and with the greatest attention to workplace safety. Attached you will find references from our numerous happy clients.

Mr. John Cathcart and I are authorized to make representations for Cathcart. Should you, or any member of your staff, require any additional information, my personal cell phone number is (407) 810-9614. Please do not hesitate to call me for any type of discussion. My e-mail address is mblanton@cathcartconstructioncompany.com.

Sincerely Yours,
Matt T. Blanton
President



REFERENCE INFORMATION FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: Seminole County - EWP-NRCS Ian Erosion Repair DSR-5

Contact Person: Jedious Aggrey

Address: 100 East First Street

City: Sanford

State: Florida

Zip: 32771

Phone Number: (689) 444-8449

Project Cost: \$980,171.00

Date Performed: July 2024

Organization: Seminole County - EWP-NRCS Ian Erosion Repair DSR-8

Contact Person: Jedious Aggrey

Address: 100 East First Street

City: Sanford

State: Florida

Zip: 32771

Phone Number: (689) 444-8449

Project Cost: \$522,943.60

Date Performed: November 2024

Organization: Brevard County - Baseflow Basin Project

Contact Person: Jeff Repolite

Address: 2725 Judge Fran Jamieson Way Suite 319

City: Viera

State: Florida

Zip: 32948

Phone Number: (321) 633-2000

Project Cost: \$1,552,456.00

Date Performed: September 2020

Bidder Representative

Typed Name/Title: Matt Blanton / President

Bidder Representative Signature: 

Bidder: Cathcart Construction Company - Florida, LLC



Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida – 32708

References

Trey Sisk
Construction Project Manager
TSisk@altamonte.org
City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
(407) 571-8572

Charlie Conklin, P.E.
Project Manager / Design Engineer
Charlie.Conklin@cityoforlando.net
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
321-229-0310 cell

Jon C. Williams
City Manager
jwilliams@cwgdn.com
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111 ext. 2263

Robert T. Masiku
Design & Construction Manager
Robert.Masiku@kissimmee.gov
City of Kissimmee
101 Church Street, Suite 301
Kissimmee, Florida 34741
(407) 518-2174

Alan Oyler, P.E.
Project Manager II
alan.oyler@cityoforlando.net
City of Orlando
400 S. Orange Ave.
Orlando, FL 32801
(407) 246-2573

Steve Cockerham
Engineer Manager / Vice President
steven.cockerham@neel-schaffer.com
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2301 Lucien Way, Suite 300
Maitland, FL 32751
(662) 404-4012

Mike Parker
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Town of Oakland
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Oakland Park, FL 33334
(407) 656-1117 ext.2302

Shad M. Smith, P.E.
Director of Public Works / City Engineer
ssmith@longwoodfl.org
City of Longwood
907 E. SR 434
Longwood, FL 32750
(407) 260-3447

Troy Mitchell
Civil Engineer
Troy.mitchell@halff.com
Halff Associates, Inc.
902 N Sinclair Ave
Tavares, FL 32778
(352) 557-9231

Jay Morris, P.E.
Vice President
jmorris@cphcorp.com
CPH Inc.
1117 E Robinson St.
Orlando, FL 32801
(407) 797-6211





Cathcart Construction Company

- Florida, LLC -

1056 Willa Springs Drive – Winter Springs – Florida - 32708

Relevant Projects

- 1) Lakeshore Trail Utilities Adjustment Project – This project was a utilities conflict adjustment that relocated 12" and 16" reclaim watermain and 12" watermain for a trail that was being built for Osceola County. Multiple 12" double line stop bypasses were used to keep the system in service while performing the work. 1383 LF of 16" HDPE was also installed via Directional Drill to limit the disturbance impact to selected areas.
 - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Jay Morris, Vice President (407) 425-0452 – jmorris@cphcorp.com
 - Final Budget - \$5,631,730.00
 - Final Completion - December 2022
 - General Superintendent – Justin Williams
 - Project Manager – Joshua Guinn
 - Superintendent – Sandro Reyna
- 2) Walnut St Force Main – This project was a Force Main extension with 1980 LF of 14" HDPE directional drill and 2680 LF of 12" PVC open cut. The project utilized 8 gate valves, multiple fittings, and a 12" double line stop bypass to make connections. During the project the team was able to work with the owner to extend a directional drill under a roadway and signage for a community center to reduce the restoration cost and save money on the project.
 - Owner, Toho Water Authority, 951 Martin Luther King Blvd Kissimmee, FL 34741
 - Micah Smart, Engineer II (407) 483-3851 – Msmart@tohowater.com
 - Final Budget - \$1,141,109.60
 - Final Completion - June 2023
 - General Superintendent – Justin Williams
 - Project Manager – Joshua Guinn
 - Superintendent – Joshua Griggers



3) Urlick St Force Main Extension – This Project was a force main upgrade that replaced 3240 LF of 8" PVC and 4880 LF of 10" PVC via open cut. There was also 680 LF of 10" HDPE and 2120 LF of 12" HDPE installed via directional drill. 19 ARV we needed with the force main install. The restoration required asphalt roadway, concrete sidewalk, and concrete driveways. During the project there was the need to change an open cut portion of the project to a directional drill. This was to save multiple large oak trees that would have been needed to remove if the open cut process was done.

- Owner, City of Fruitland Park, 506 W. Berkman Street Fruitland Park, FL 34731
 - Robb Dicus, Public Works Director (352) 360-6795 – RDicus@fruitlandpark.org
- Final Budget \$2,640,218.00
- Final Completion - March 2023
- General Superintendent – Joe Newton
- Project Manager – David Boone
- Superintendent – Nick Orthey

4) Cottonwood Fire Protection Improvements – This Project was an upgrade that replaced the watermain system by installing 3800 LF of new 6" watermain, 56 services, and restoration to the roadway. The original scope of work only required a 5' wide repair on the concrete aprons that cover only the areas that were open cut. Since the contingency money in the project was not utilized on any issues, the City of Leesburg decided to replace the aprons from the road all the way to the right of way line. The added scope increased the project budget some but provided a better restoration than the original scope of work.

- Owner, City of Leesburg, 501 West Meadow Street, Leesburg FL 34749
 - Ryan Gerdon, Administrative Coordinator (352) 705-0248 – ryan.gerdon@leesburgflorida.gov
- Final Budget – \$543,700.56
- Final Completion – March 2023
- General Superintendent – Joe Newton
- Project Manager – Joshua Guinn
- Superintendent – Travis Dale



5) Amanda ST Extension Construction – This project was a roadway extension that performed the installation 2434 LF of 4" PVC water main, 2525 LF of 8" PVC water main, 469 LF of 4" HDPE directional drilled watermain, over 100 new watermain services, and 5 fire hydrants. The sanitary sewer portion of the project consisted of 2097 LF of 8" sewer, 475 LF of 8" sewer, and 10 sewer manholes. The stormwater improvements consisted of 232 LF of 15" RCP, 1600 LF of 18" RCP, 1900 LF of 24" RCP, 17 curb inlets, 3 ditch bottom inlets, and 6 manholes. The road restoration involved 550 SY of brick pavers, 4325 LF of curbing, 5038 SY of 4" sidewalk, 295 CY of gravity wall, and 7686 SY of asphalt restoration.

- Owner, City of Altamonte Springs, 225 Newburyport Avenue, Altamonte Springs FL 32701
 - Trey Sisk, Construction Manager (407) 571-8572 – tsisk@altamonte.org
- Final Budget – \$3,751,287.92
- Final Completion – September 2022
- General Superintendent – Joe Newton
- Project Manager – Joshua Guinn
- Superintendent – Travis Dale

6) Windward Square Service Line Replacement – This project was an improvement to rehabilitate the water main system in the Windward Square complex. The upgrades consisted of 240 services with new services lines, new meters, and meter boxes. The restoration consisted of over 500 SY of sidewalk replacement, 1000 SY of concrete driveways, and sod as needed. A change order was created during the project for additional sidewalk that needed to be replaced. This was due to restoration that was required by the city of Casselberry, but these quantities were not captured in the original scope of work.

- Owner, City of Casselberry – 95 Triplet Lake Drive, Casselberry, FL 32707
 - Jiovani Charres, Utilities Engineer (407) 262-7725 ext 1761 – Jcharres@casselberry.org
- Final Budget – \$2,087,770.00
- Final Completion – May 2023
- General Superintendent – Justin Williams
- Project Manager – Ryan Kummer
- Superintendent – Joe Skeen



MATTHEW BLANTON
Project Executive/Principal

Professional Experience:

Cathcart Construction Company, Winter Springs, FL

President

2014-Present

- Direct operations of Company
- Develop marketing and sales strategy
- Delegate departmental responsibilities
- Manage sales and operations
- Focus on client's construction needs and requirements
- Implement and improve Company's policies and procedures

Cathcart Contracting Company, Winter Springs, FL

1997-2013

President

2005-2013

- Executive determinations of all aspects of company
- Lead over 100 employees
- Develop marketing and sales strategy
- Oversaw subcontractors and suppliers
- Manage sales and operations

Vice President and Operations Manager

1997-2005

- Supervised all aspects of operations, including private & public sectors; highway construction and utility infrastructure
- Coordinated project managers, superintendents and purchasing personnel.
- Oversaw estimating for paving, drainage, utilities work for State of Florida, Orange and Seminole Counties and multiple municipalities throughout Central Florida
- Managed construction of communication sites for Alltel Communications, State of Fla. JTF, Quest, Motorola, American Tower, OPM, Time Warner Cable & Aero Communications.

CFDFL, ATC, Orlando, FL

1994-1997

Program Manager

- Supervised counselors and case workers for the treatment and rehabilitation of incarcerated youths.

EDUCATION:

- Georgia Southern University –BS Law Studies
-Sociology

1993

LICENSES & QUALIFICATIONS:

- State of Tennessee (Qualifier)
 - Certified General Contractor – HC, HRA, MU, S-CELL COMMUNICATION TOWERS,
 - BC-B UNLIMITED
- State of North Carolina (Qualifier)
 - General Contracting – Unlimited
- State of South Carolina (Qualifier)
 - General Contractor – BD-5

PERSONAL:

- Follower of Jesus Christ
- Family Activities
- Running

Ryan M Whitmer

Phone: 386-785-9198

Email: whitmer2390@yahoo.com

Professional Summary

Dynamic and results-oriented Senior Project Manager with over 7 years of experience at Jon M Hall Company and a solid background in project management and field supervision. Proven ability to manage multiple high-priority projects while maintaining strong customer relationships. Adept at coordinating complex tasks and delivering high-quality outcomes in fast-paced environments. Strong problem-solving skills and a commitment to excellence.

Experience

Senior Project Manager

Jon M Hall Company — Location

August 2016 – Present

- Lead and manage multiple high-priority projects from inception to completion, ensuring timely delivery within scope and budget.
- Coordinate cross-functional teams to optimize project performance and achieve key objectives.
- Implement project management best practices and methodologies, improving overall efficiency and effectiveness.
- Foster strong client relationships, addressing concerns and ensuring satisfaction throughout the project lifecycle.
- Utilize data-driven insights to inform project decisions and enhance outcomes.

Pipe Foreman

SGL Contractors, I4 Project — Location

August 2015 – August 2016

- Supervised the installation and maintenance of piping systems for the I4 Project, ensuring compliance with safety and quality standards.
- Coordinated with project managers and engineers to schedule and execute tasks efficiently.
- Managed materials and resources, optimizing usage and reducing waste.

Operator
City of Deltona — Deltona, FL
2012 – 2014

- Assessed drainage issues around the city, identifying necessary corrections to address and resolve problems.
- Executed corrective actions to improve drainage systems and prevent flooding or water damage.
- Coordinated with other city departments to ensure timely and effective resolution of drainage issues.
- Maintained detailed records of assessments, actions taken, and outcomes for future reference and reporting.

Operator
Hazen Construction — Location
2008 – 2012

- Operated excavators and other heavy machinery on a pipe crew, ensuring efficient and accurate excavation for pipeline installation.
- Coordinated with team members to execute excavation and construction tasks according to project specifications and safety standards.
- Performed routine maintenance and inspections on equipment to ensure optimal performance and prevent breakdowns.
- Assisted in managing materials and resources on site, contributing to project efficiency and timely completion.

Education

Deltona High School
Deltona, FL
Graduated: 2008

Skills

- Project Management
- Customer Relations
- Time Management
- Strategic Planning
- Piping Systems Installation
- Team Supervision
-

Justin Williams

Professional Experience:

Cathcart Construction Company - Florida, LLC

General Superintendent

January 2021 – Present

- Management of multiple infrastructure projects
- Communicate with project managers, foremen, and subcontractors to coordinate, direct and delegate daily and weekly activities.
- Supervise projects to complete on-schedule and meet budget.
- Ensure customer satisfaction.
- Train team members.

Project Superintendent

December 2019 – January 2021

- Supervise various infrastructure projects.
- Coordinate project schedule with subcontractors and CCC workforce
- Focus on client's construction needs and requirements.
- Key projects included emergency repair jobs, storm basin project, etc.

Jon M. Hall – Superintendent

2016 – 2019

- Creation of a 40-acre retention pond includes installing a gravity wall and dock utilizing sheet piles.
- Clearing, underground utilities, earthwork, and paving at Sendero Cove Phase 2.
- Overseeing site work to construct commercial complex at Viera Commercial Center including excavating & hauling 1.25 million cubic yards of dirt, installing lift stations to depths up to 35' using slide rail systems, source & install underground utilities, and oversaw concrete & paving work.

Jr. Davis Construction – Superintendent

2013 – 2015

- Ensuring BMPs are used create a safe and efficient working environment.
- Attending progress meetings with engineers, city, and county officials.
- Simultaneously overseeing four projects.
- Coordinating crews, subcontractors, vendors, and material supplies.
- Total projects valued 30 million, including installation of C-Boxes, Baffle Boxes, Sewer Manholes, Lift Stations, and Water Lines at Disney Springs.

RCS Construction – Foreman / Superintendent

2010 – 2013

- Ensured BMPs are used to create a safe and efficient working environment.
- Attended progress meetings with engineers, city, and county officials.
- Coordinated operating crews and subcontractors.
- Oversaw lift station and storm pipe installation projects.

Licenses/Certificates:

- Confined Space
- Competent Person
- SWPPP Certified Inspector

Corey Hearn

430 Clough Avenue, Lake Helen Florida 32744
(386) 315-0487, CHearn94@icloud.com

Profile

Corey Hearn is an experienced pipe superintendent that has worked in the industry for 10 years. He is well-versed in his ability to interpreting plans, ability to forecast scheduling, troubleshoot unforeseen issues to keep a project on schedule and budget, and to maintain understanding of the project goal.

Areas of Expertise

- Team Leadership
- Strategic thinking
- Troubleshooting Issues
- Coordinating Multiple Projects

Employment

Cathcart Construction Company – Florida, LLC, Superintendent, 2020 - Present

Responsibilities include but are not limited to:

- Schedule with Project Manager During pre-construction to establish manpower required in field for projects.
- Oversee project with onsite subcontractors, contact daily / weekly.
- Develop project schedule in conjunction with Project Manager.
- Work with Project Manager to ensure project stays on schedule and assists in getting all submittals / shop drawings, etc. reviewed and submitted.
- Assist Project Manager with work orders and back charges.
- Assist on material delivery scheduling daily/ weekly.
- Assist Project Manager with project billing.
- Meet with owners and design professionals as required.
- Work with subcontractors to maintain job schedule.
- Maintain superintendent's reports and associated paperwork daily.
- Review project invoices from subcontractors and suppliers with Project Manager.
- Hold daily safety meetings and retain paperwork for records.
- Review job sites for cleanliness and assist safety director to insure a safe workplace per company and OSHA standards daily.

Selected Projects:

- Orlando Utilities Commission - Hughey and Garland Avenues Water Main Replacement
 - The project consists of furnishing and installation of approximately 80 LF of 4-inch, 1000 LF of 6-inch, 750 LF of 8-inch, 180 LF of 12-inch, 500 LF of 16-inch, and 3,100 LF of 20-inch ductile iron water mains. Project includes the removal of approximately 760 LF of water main ranging in size from 6-inch to 24-inch.
- Central Florida Expressway Authority - McCoy Road Facility Improvements

- This project was an upgrade to the Central Florida Expressway Authority's facility to improve the sewer system and water main system. The project consisted of the installation of a lift station, over 3000 LF of force main, and 800 LF of watermain.

ACM Development, LLC, Pipe Foreman / Superintendent, 2018 – 2020

Responsibilities include but are not limited to:

- Work with a team to keep projects on schedule and budget.
- Manage multiple crews to ensure work is done with high quality.
- Coordinate with inspectors.
- Work with Subcontractors.
- Communicate with owners to ensure customer service.

Selected projects:

- Infinity Park
 - Installed and underground utilities for an industrial park that consisted of storm drain, sewer, fire lines, water main.
- Trinity Park
 - Installed and underground utilities for an industrial park that consisted of storm drain, sewer, fire lines, water main.

C&H Development, Inc., Pipe Foreman, 2013 - 2018

Responsibilities include but are not limited to:

- Distribute work assignments to crew members and employees.
- Supervised and ran pipe crew ensuring quality of storm, sanitary, and water installation followed expected standards.
- Regularly report project status to superintendent, site engineers, and other officials.

Selected projects:

- Installed all underground utilities for three grade schools that consisted of storm drain, sewer, fire line, water main, and reclaim water main.

Certifications

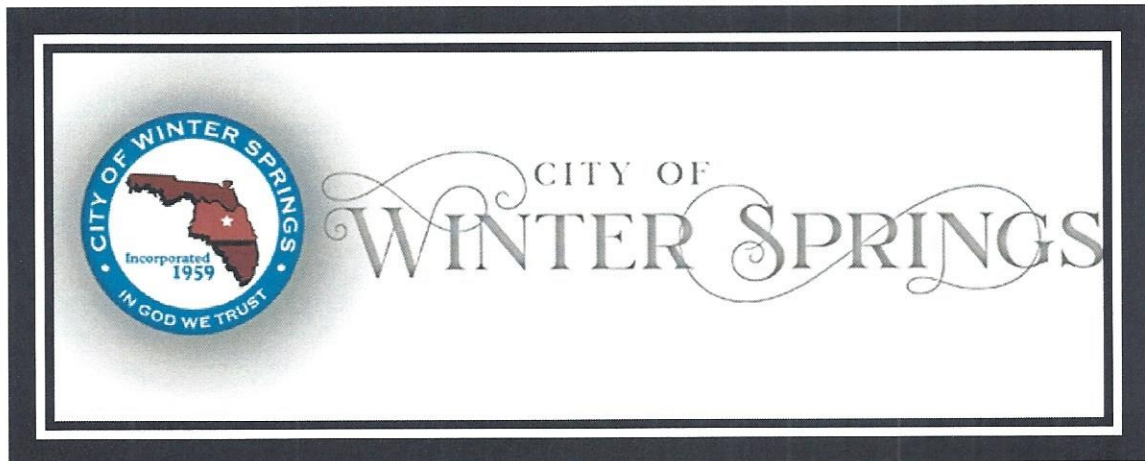
- United Rental – Confined Space in Construction
- United Rental – Excavation Safety Training for Competent Persons
- OSHA – 10-hour Certification



A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900**

Section E – Other Information



**City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708**





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS FL 32708

LICENSE NUMBER: CGC051005

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CATHCART, JOHN THOMAS

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
2564 CONNECTION POINT
OVIEDO FL 32765

LICENSE NUMBER: CUC057230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Cathcart Construction Company - Florida, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1056 Willa Springs

6 City, state, and ZIP code

Winter Springs, FL 32708

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 4 7 4 0 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/17/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 29, 2024

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC
1056 WILLA SPRINGS DRIVE
WINTER SPRINGS, FLORIDA 32708

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK, CURB & GUTTER, DITCH PAVEMENT, DRIVEWAYS, LIFT STATIONS, RIP RAP, UNDERGROUND UTILITIES (WATER & SEWER)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Registration Status: Active

SAM Expiration Date: 04-17-2025

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Renew
Registration Now

Matt Blanton

Legal Business Name: CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Legal Business Address: 2564 CONNECTION PT

OVIEDO, undefined, USA, 32765-9086

Mailing Address: 2564 CONNECTION PT

OVIEDO, FL, USA, 32765-9086

DUNS: undefined

UEI: MHV9M8ZKK619

CAGE: 740Y3

Status: Active

Purpose Of Registration: All Awards

Electronic Business POC:

Name: Matt Blanton

Address: 2564 Connection Point

Oviedo, FL, USA, 32765-null

Govt. Business POC:

Name: Matt Blanton

Address: 2564 Connection Point

Oviedo, FL, USA, 32765-null

PSC Codes:

NAICS Codes:

237110 - Water and Sewer Line and Related Structures

Construction

237310 - Highway, Street, and Bridge Construction

237990 - Other Heavy and Civil Engineering Construction

Business Types:

2X - For Profit Organization

F - Business or Organization

LJ - Limited Liability Company

Use this tool to immediately:

- Find your SAM Expiration Date
- Find your CAGE Code
- Find your UEI (Unique Entity Identifier)
- View Original Registration Date
- View NAICS Codes
- View Set-Aside Certifications
- View PSC Codes
- View Points of Contact
- View Physical Address

3 Reasons to Renew 60 days before SAM Expiration Date:

- Having less than 60 days validity on your SAM Registration will affect considerations of being awarded contracts and/or grants
- Inability to receive awards or payments once your SAM Registration expires
- Annual Renewal process is taking up to 4-6 weeks for revalidation approval

It is highly recommended to Submit SAM Registrations for Renewal AT LEAST 60 DAYS PRIOR TO EXPIRATION.



SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000

WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/25

CATHCART CONSTRUCTION COMPANY-FLORIDA LLC

**1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708**

Account #: 157615

REGULATED

License # - GCG051005

Qualifier- JOHN THOMAS CATHCART

MATTHEW T BLANTON (OFFICER)

Receipt #: 40222024091200291

Amount Paid: \$ 45.00

Date Paid: 09/12/2024

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

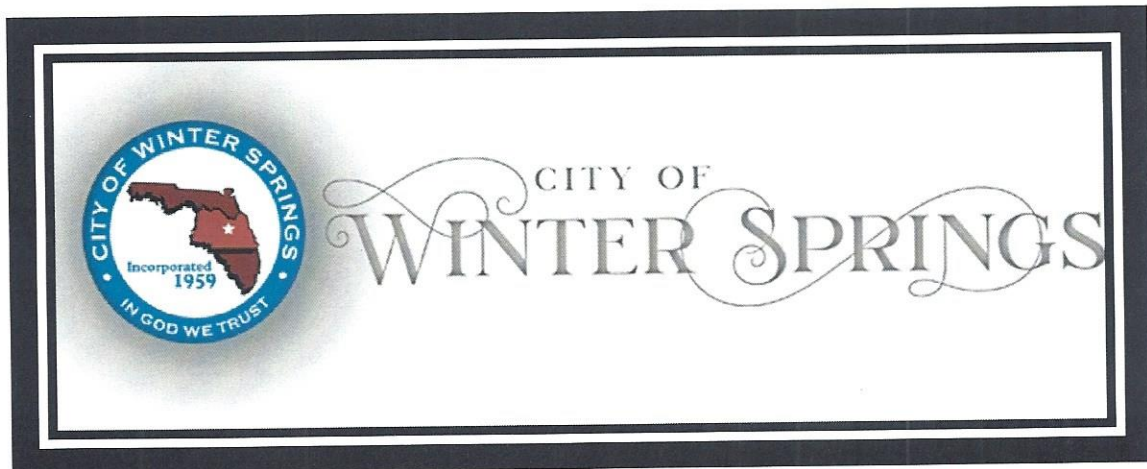
**CATHCART CONSTRUCTION COMPANY-FLORIDA LLC
1056 WILLA SPRINGS DR
WINTER SPRINGS, FL 32708**



A Safety Company That Builds Infrastructure Projects

1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900

Section F – Cost and Time



City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708



Appendix A

COST PROPOSAL WORKSHEET

ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Unit of Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS	49,000.00	\$ 49,000.00 -
2	101-1b	Bonds and Insurance	1	LS	17,500.00	\$17,500.00 -
3	101-2a	Survey and construction layout	1	LS	5,500.00	\$5,500.00 -
4	101-2b	Record drawings and as-built plans	1	LS	16,420.00	\$16,420.00 -
5	102-1	Maintenance of traffic	1	LS	9,900.00	\$9,900.00 -
6	102-60	Furnish, install and maintain project identification sign	1	LS	1,600.00	\$1,600.00 -
7	102-99	Changeable variable message sign (temporary)	21	DA	50.00	\$1,050.00 -
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS	21,000.00	\$ 21,000.00 -
Sub Total Section 1						\$121,970.00 -
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF	9.00	\$3,870.00 -
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA	1,500.00	\$4,500.00 -
3	104-18	Inlet protection system	4	EA	750.00	\$3,000.00 -
4	110-1-1	Clearing and grubbing	0.26	AC	322,000.00	\$83,720.00 -
5	110-4-10	Removal of existing concrete	140	SY	40.00	\$5,600.00 -
6	120-5	Channel excavation	250	CY	115.00	\$28,750.00 -
7	120-6	Embankment	5	CY	25.00	\$125.00 -
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY	3,500.00	\$3,500.00 -
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY	2,200.00	\$30,800.00 -
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS	5,400.00	\$5,400.00 -
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF	2,000.00	\$14,000.00 -
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS	12,000.00	\$12,000.00 -
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF	75.00	\$315,000.00 -
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF	115.00	\$12,075.00 -
15	522-1	Concrete sidewalk, 4"	140	SY	100.00	\$14,000.00 -
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN	415.00	\$62,250.00 -
17	530-74	Bedding stone	60.0	TN	222.00	\$13,320.00 -
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF	325.00	\$6,500.00 -
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF	80.00	\$11,840.00 -
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA	2,400.00	\$2,400.00 -
21	570-1-2	Performance turf, Sod	1,000	SY	8.00	\$8,000.00 -
Sub Total Section 2						\$640,650.00 -

Bidder: Cathcart Construction Company - Florida, LLC

Total Base Bid Amount = \$ 762,620.00

By: Matt Blanton / President
Printed Name and Title

Total Bid Alternate Amount (if Applicable) = \$ 0.00

Signature/Date: [Signature] 1/17/25

Total Amount ~ Base Bid and Bid Alternates = \$ 762,620.00

Estimated Completion Time: 11* weeks from execution of Notice to Proceed to Final Completion
*After material acquisition

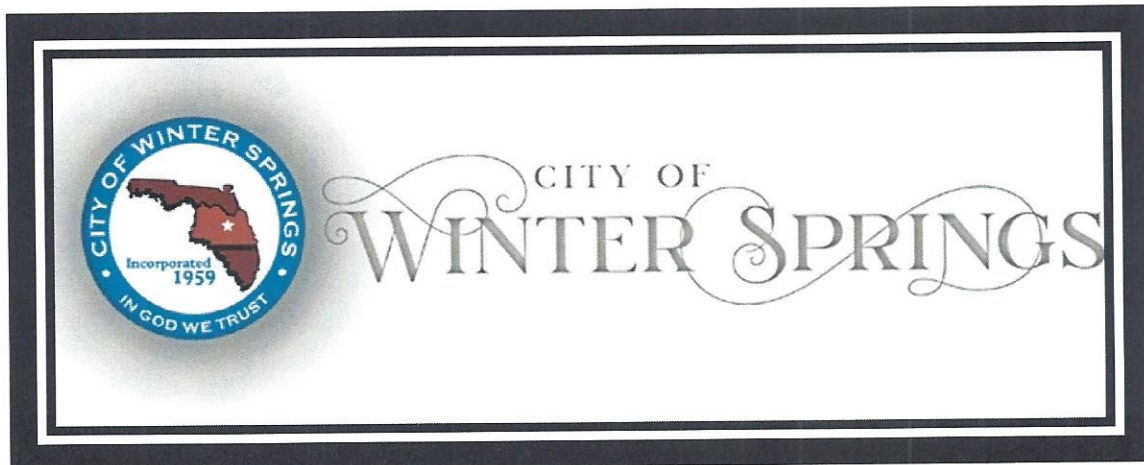
Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB



A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900**

Section G – Mandatory Forms



**City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708**



MANDATORY BID FORMS

Proposal Form 1	-	Bidder Information and Acknowledgement Form
Proposal Form 2	-	References Information Form
Proposal Form 3	-	Insurance Requirements Form
Proposal Form 4	-	Scrutinized Company Certification
Proposal Form 5	-	Non-Collusion Affidavit
Proposal Form 6	-	Drug Free Workplace Form
Proposal Form 7	-	Public Entity Crimes Statement
Proposal Form 8	-	Debarment, Suspension etc. Certification
Proposal Form 9	-	E-Verify Statement
Proposal Form 10	-	Conflict of Interest Statement
Proposal Form 12	-	Affidavit of Compliance with Florida Statute 787.06
Proposal Form 13	-	SMWBE Utilization Plan
Appendix A	-	Cost Proposal Worksheet
Appendix B	-	Bid Bond Form

Mandatory forms must be submitted with the Bid.

Failure to submit forms may disqualify the Bidder from the ITB

The following documents do not need to be returned with the Bid response

Exhibit 1	Project Plans
Exhibit 2	Project Specifications
Appendix C	Performance Bond Agreement
Appendix D	Labor and Materials Payment Bond Agreement

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For
ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Cathcart Construction Company - Florida, LLC

TAX ID# SNN or EIN: 46-4740152

BIDDER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PURCHASE ORDER ADDRESS: 1056 Willa Springs Drive, Winter Springs, Florida 32708

PHONE NUMBER: 407-629-2900

COMPANY WEBSITE: <https://cathcartconstructioncompany.com/>

COMPANY CONTACT (REP): Matt Blanton

CONTACT EMAIL ADDRESS: mblanton@cathcartconstructioncompany.com

SIGNATURE: _____

THE UNDERSIGNED:

- A. Acknowledges receipt of:
1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park
 2. Addenda:
Number: 1, Dated 12/20/24.
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 services specified in this ITB at the prices quoted in the Bid 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

For
ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: Seminole County - EWP-NRCS Ian Erosion Repair DSR-5

Contact Person: Jedious Aggrey

Address: 100 East First Street

City: Sanford

State: Florida

Zip: 32771

Phone Number: (689) 444-8449

Project Cost: \$980,171.00

Date Performed: July 2024

Organization: Seminole County - EWP-NRCS Ian Erosion Repair DSR-8

Contact Person: Jedious Aggrey

Address: 100 East First Street

City: Sanford

State: Florida

Zip: 32771

Phone Number: (689) 444-8449

Project Cost: \$522,943.60

Date Performed: November 2024

Organization: Brevard County - Baseflow Basin Project

Contact Person: Jeff Repolite

Address: 2725 Judge Fran Jamieson Way Suite 319

City: Viera

State: Florida

Zip: 32948

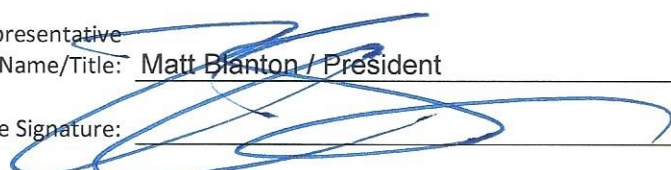
Phone Number: (321) 633-2000

Project Cost: \$1,552,456.00

Date Performed: September 2020

Bidder Representative

Typed Name/Title: Matt Blanton / President

Bidder Representative Signature: 

Bidder: Cathcart Construction Company - Florida, LLC

INSURANCE REQUIREMENTS 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.
☐ 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, a minimum level of insurance as stated above.

Cathcart Construction Company - Florida, LLC

Bidder

Authorized Signature

Matt Blanton / President

Officer Name and Title

1/17/25

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 Proposer 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 Terrorism Sectors List, created pursuant to s. 215.473; or
- c. 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:

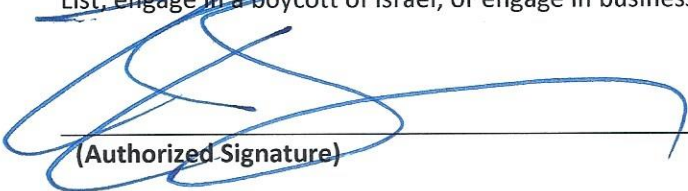
- a. The Bidder is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List;
- b. Been placed on the Scrutinized Companies that Boycott Israel List or
- c. Is engaged in a boycott of Israel; or
- d. Been engaged in business operations in Cuba or Syria.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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 PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR PROPOSAL 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 Terrorism Sectors 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 Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.


(Authorized Signature)

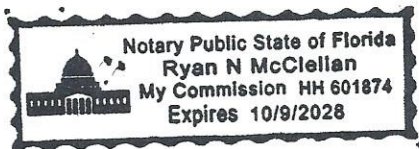
Matt Blanton / President
(Printed Name and Title)

Cathcart Construction Company - Florida, LLC
(Name of Bidder)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 17 day of January, 2025 by Matt Blanton the President of Cathcart Construction Company - Florida, LLC, a Limited Liability Company (☒) who is personally known to me or (☐) who produced _____ as identification.



Notary Public AM
Print Name: Ryan N McClellan
My Commission Expires: 10/9/2028

NON-COLLUSION AFFIDAVIT of PRIME BIDDER

STATE OF Florida

COUNTY OF Seminole

Matt Blanton, being duly sworn, deposes and says that:

(1) He/she is President of Cathcart Construction Company - Florida, LLC
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 solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the 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 response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, 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) Matt Blanton

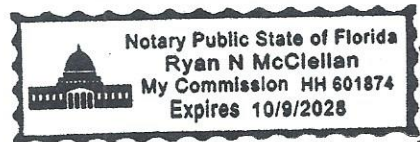
President
(Title)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 17 day of Januaryu, 2025 by
Matt Blanton

who is (☒) personally known to me or (___) who has produced _____ as identification
and who (☒) did not take an oath.



RN (Signature of Notary Public)

Ryan N McClellan (Name of Notary Typed, Printed or Stamped) Notary Public

HH 601874 (Commission Number)

DRUG FREE WORKPLACE FORM

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

Cathcart Construction Company - Florida, LLC 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)

1/17/25
(Date)

Matt Blanton / President
(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.

1. This sworn statement is submitted with Bid for ITB 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park
2. This sworn statement is submitted by (Bidder) Cathcart Construction Company - Florida, LLC whose business address is

1056 Willa Springs Drive, Winter Springs, Florida 32708 and (if applicable) Federal Employer Identification Number (FEIN) is

46-4740152 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:

3. My name is Matt Blanton and my relationship to the Bidder named above is President.

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:

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

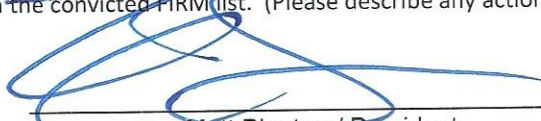
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ 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 Matt Blanton / President

1/17/25

Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

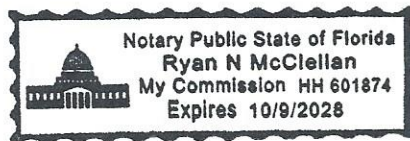
COUNTY OF Seminole

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 17 day of January, 2025, and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 10/9/2028



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: Cathcart Construction Company - Florida, LLC		Date: 1/17/25
Signature of Authorized Certifying Official:  Matt Blanton	Title: President	

E-VERIFY STATEMENT

Bid Number: ITB # 11-24-07 PH

Project Description: Erosion Control Countermeasures within Gee Creek at Moss Park

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: Cathcart Construction Company - Florida, LLC

Authorized Signature: _____

Matt Blanton

Title: President

Date: 1/17/25

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park**

This sworn statement is submitted by (Bidder) Cathcart Construction Company - Florida, LLC whose business address is

1056 Willa Springs Drive, Winter Springs, Florida 32708 and (if applicable) Federal Employer Identification Number (FEIN) is

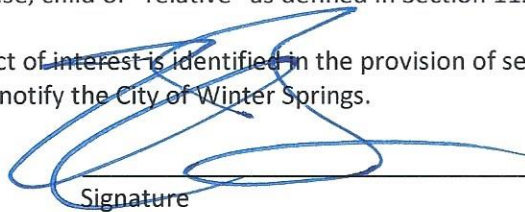
46-4740152 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.)

My name is Matt Blanton and my relationship to the Bidder named above

is President.

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, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
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

1/17/25

Date:

STATE OF Florida

COUNTY OF Seminole

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 17 day of January, 2025, and is personally known to me or

has provided _____ as identification.



Notary Signature

My Commission expires:

10/9/2028

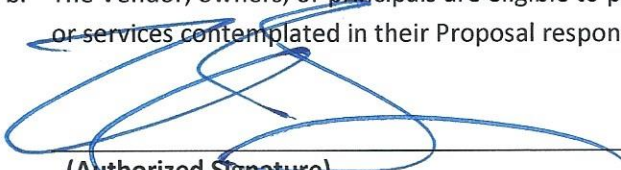
AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES § 787.06

Florida Statutes § 787.06(13) provides that:

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

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

- a. The Vendor, owners, or principals are aware of the requirements of Section § 787.06, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and do not use coercion for the labor or services contemplated in their Proposal response.


(Authorized Signature)

Matt Blanton / President
(Printed Name and Title)

Cathcart Construction Company - Florida, LLC
(Name of Proposer)

STATE OF Florida

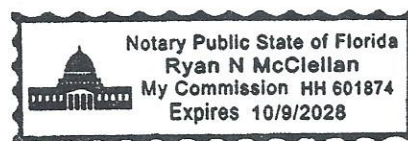
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 17 day of January, 2025 by Matt Blanton the President of Cathcart Construction Company - Florida, LLC, a Limited Liability Company (☒) who is personally known to me or (☐) who produced _____ as identification.

Notary Public: 

Print Name: Ryan N McClellan

My Commission Expires: 10/9/2028



SMWBE UTILIZATION PLAN

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

Bidder Company Name: Cathcart Construction Company - Florida, LLC

Project Name : *Erosion Control Countermeasures within Gee Creek at Moss Park*

ITB Number : *ITB # 11-24-07 PH*

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

Appendix A

COST PROPOSAL WORKSHEET

ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Unit of Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS	49,000.00	\$ 49,000.00 -
2	101-1b	Bonds and Insurance	1	LS	17,500.00	\$17,500.00 -
3	101-2a	Survey and construction layout	1	LS	5,500.00	\$5,500.00 -
4	101-2b	Record drawings and as-built plans	1	LS	16,420.00	\$16,420.00 -
5	102-1	Maintenance of traffic	1	LS	9,900.00	\$9,900.00 -
6	102-60	Furnish, install and maintain project identification sign	1	LS	1,600.00	\$1,600.00 -
7	102-99	Changeable variable message sign (temporary)	21	DA	50.00	\$1,050.00 -
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS	21,000.00	\$ 21,000.00 -
Sub Total Section 1						\$121,970.00 -
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF	9.00	\$3,870.00 -
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA	1,500.00	\$4,500.00 -
3	104-18	Inlet protection system	4	EA	750.00	\$3,000.00 -
4	110-1-1	Clearing and grubbing	0.26	AC	322,000.00	\$83,720.00 -
5	110-4-10	Removal of existing concrete	140	SY	40.00	\$5,600.00 -
6	120-5	Channel excavation	250	CY	115.00	\$28,750.00 -
7	120-6	Embankment	5	CY	25.00	\$125.00 -
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY	3,500.00	\$3,500.00 -
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY	2,200.00	\$30,800.00 -
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS	5,400.00	\$5,400.00 -
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF	2,000.00	\$14,000.00 -
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS	12,000.00	\$12,000.00 -
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF	75.00	\$315,000.00 -
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF	115.00	\$12,075.00 -
15	522-1	Concrete sidewalk, 4"	140	SY	100.00	\$14,000.00 -
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN	415.00	\$62,250.00 -
17	530-74	Bedding stone	60.0	TN	222.00	\$13,320.00 -
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF	325.00	\$6,500.00 -
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF	80.00	\$11,840.00 -
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA	2,400.00	\$2,400.00 -
21	570-1-2	Performance turf, Sod	1,000	SY	8.00	\$8,000.00 -
Sub Total Section 2						\$640,650.00 -

Bidder: Cathcart Construction Company - Florida, LLC

Total Base Bid Amount = \$ 762,620.00

By: Matt Blanton / President
Printed Name and Title

Total Bid Alternate Amount (if Applicable) = \$ 0.00

Signature/Date: [Signature] 1/17/25

Total Amount ~ Base Bid and Bid Alternates = \$ 762,620.00

Estimated Completion Time: 11* weeks from execution of Notice to Proceed to Final Completion

*After material acquisition

Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB

Appendix B
BID BOND FORM

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

Cathcart Construction Company - Florida, LLC as Principal, and United Fire & Casualty Company as
Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of Five Percent of Amount Bid Dollars (\$ (5%)) 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 Proposal, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the Work described as:

~~-Replacement of Inlet Valve~~ Erosion Control Countermeasures within Gee Creek at Moss Park

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 17th day of January, 2025, 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.

en
(Witness)

Cathcart Construction Company - Florida, LLC

(Principal)

(Seal)

Matt T. Blanton, President

(Title)

1056 Willa Springs Drive Winter Springs, FL 32708

(Address)

United Fire & Casualty Company

(Surety)

(Seal)

Jeffrey W. Reich Attorney-in-Fact & FL Licensed Resident Agent

(Title)

PO Box 73909, Cedar Rapids, IA 52407-3909

(Address)

*Inquiries: 407-786-7770



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of January, 2023

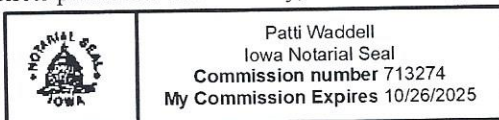


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

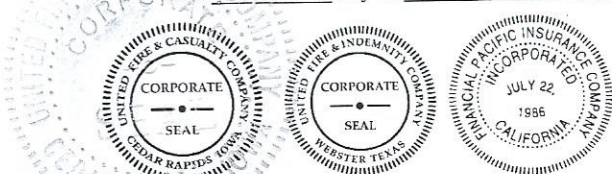
On 24th day of January, 2023, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 17th day of January, 2025.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

**ITB 11-24-07 PH Addendum 1
Questions and Responses Log**

INVITATION TO BID (ITB) # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park City of Winter Springs, Florida		
NUMBER	QUESTION	RESPONSE
1	Is there an engineer's estimate or budget number available?	The Engineer's Estimate of Probable Construction Cost is \$875,957 including a 10% contingency.
2	Is there an amount specified for liquidated damages?	Liquidated damages; if applicable, will accrue at the rate of \$750 per day.
3	What are the days for Substantial Completion and Final Completion?	The total contract time is 90 days (75 days for Substantial Completion and 15 days for Final Completion). A Notice to Proceed will be coordinated with the Contractor based on supply chain issues and the anticipated availability of materials.
4	Can the sheet piles be installed with a vibratory hammer?	Installation using a "reaction-based" hydraulic pile jacking machine, or other type of press-in machine that achieves pile-driving without vibration or noise is recommended but not mandatory. Installation using a vibratory hammer shall comply with FDOT Specification Section 455 and the other specific requirements shown on Sheet 6 of the construction plans. The Contractor is responsible for survey and vibration monitoring procedures in accordance with the specifications.
5	Will the existing overhead electric lines that run parallel to the road on the west side of South Moss Road be de-energized and/or relocated?	The existing overhead electric lines along the west side of South Moss Road will not be re-located. Utility coordination, including any temporary de-energizing of existing electric lines, is the Contractor's responsibility.
6	What is the coating requirement for the sheet piles?	Any exposed surface of sheet piling shall be shop coated with "Three Coat System" comprised of an inorganic Zinc Primer and two coats of coal tar epoxy in accordance with FDOT Specification Section 560. The cost of corrosion protection shall be included in the contract pricing for the sheet piling. The color of coal tar epoxy shall be Black.
7	Are foreign sheet piles acceptable?	The Contractor, through its subcontractors, suppliers, and manufacturers, shall provide to the Owner written certification that all iron and steel materials provided for the project comply with American Iron and Steel (AIS) requirements of the NRCS Emergency Watershed Protection (EWP) program.
8	Since the sheet pile wall design is to be supplied by the contractor, is there a scour limit that needs to be taken into account for the design?	The length of sheet pile anticipated by the Contractor's structural design is anticipated to meet or exceed any required scour protection.
9	There is a quantity of 4,200 SF shown for item number 13 / pay item number 455-133-3b in the Cost Proposal Worksheet included in Appendix A of the Invitation to Bid issued by the City of Winter Springs on November 29, 2024. Based on the length of the sheet pile wall included in the project plans of 120 LF, this indicates that a 35' long sheet is anticipated. Is this the length of the sheet pile we should include in our proposal?	A 35-foot long sheet pile was assumed for estimating purposes. The Contractor shall submit a sheet pile structural design, signed and sealed by a Florida Registered Professional Engineer, that specifies the required sheet pile length.
10	Is there a sheet pile with a specific section modulus and moment of inertia we should base our bid on?	Refer to Note 2 on Sheet 6 of the construction plans.
11	There are large amounts of erosion and soil materials blocking the existing culverts, will the City remove these materials prior to construction?	Sediments that accumulated at the west end of the Con Span culverts crossing South Moss Road were removed in May 2024 as part of a previous sediment removal project. Proposed grading shall be completed as shown on Sheet 5 of the construction plans.
12	When is the anticipated NTP?	A Notice to Proceed will be agreed upon between the City and the Contractor. The City prefers a Notice to Proceed as soon as practicable.
13	It appears that there will have to be some tree removal along the canal to facilitate site access, equipment, and material set up. Is the City aware of this incidental work?	Trees to be removed shall be marked in the field by the Contractor for subsequent review and approval by the Owner.

INVITATION TO BID (ITB) # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

City of Winter Springs, Florida

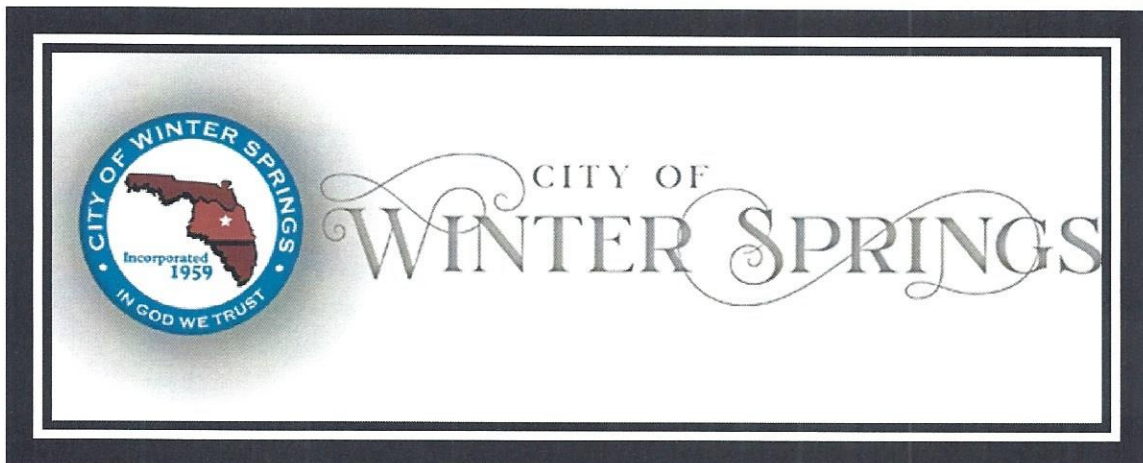
NUMBER	QUESTION	RESPONSE
14	Where is an acceptable area to discharge for dewatering and bypass purposes?	Construction dewatering is the Contractor's responsibility.
15	How thick is the proposed stone bedding?	12-inch minimum thickness.
16	Please confirm that there is no bid alternate on this project.	There is no bid alternate for this project.
17	Please clarify the interface between the sheet pile wall and potable water near station 1+17 +/- . Just to the east of the 30" RCP along the existing Con Spans. It appears from the photos this utility is exposed but based on the plan drawing (5 of 11) the wall goes through the utility. Is the plan to have the wall start outside the utility with the concrete cap over the pipe? Some type of detail would be beneficial	The horizontal alignment of the existing 8-inch potable water line was flagged in the field by City staff and subsequently located by the project surveyor. The vertical position of the existing 8-inch potable water line beyond the Con Span culverts is presently unknown. Based on the anticipated cover depth for the existing 8-inch potable water line at the point where the proposed sheet pile crosses the existing utility, a modified concrete cap is anticipated. The sheet pile structural design submitted by the Contractor should include a specific detail for this utility crossing based on the actual cover depth obtained by the Contractor through temporarily exposing the existing utility in the field. The horizontal alignment of the proposed sheet pile alignment can also be shifted in the field as long as the final alignment is located outside of the Con Span opening.



A Safety Company That Builds Infrastructure Projects

**1056 Willa Springs Drive, Winter Springs, FL 32708
(407) 629-2900**

Section H – Florida State Corporate Filing



**City of Winter Springs
City of Winter Springs Procurement Department
1126 East State Road 434
Winter Springs, FL 32708**





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company

CATHCART CONSTRUCTION COMPANY - FLORIDA, LLC

Filing Information

Document Number L14000021124
FEI/EIN Number 46-4740152
Date Filed 02/06/2014
State FL
Status ACTIVE
Last Event LC DISSOCIATION MEM
Event Date Filed 05/16/2014
Event Effective Date NONE

Principal Address

1056 WILLA SPRINGS DR
 WINTER SPRINGS, FL 32708

Changed: 04/29/2022

Mailing Address

PO BOX 195788
 WINTER SPRINGS, FL 32708

Registered Agent Name & Address

CATHCART, DAVID
 1056 WILLA SPRINGS DR
 WINTER SPRINGS, FL 32708

Name Changed: 04/26/2015

Address Changed: 04/29/2022

Authorized Person(s) Detail

Name & Address

Title MGR

BLANTON, MATT
 PO BOX 195788
 WINTER SPRINGS, FL 32719

Title MGR

CATHCART, DAVID
PO BOX 195788
WINTER SPRINGS, FL 32719

Title Manager

Cathcart, John
2564 Connection Point
Oviedo, FL 32765

Annual Reports

Report Year	Filed Date
2020	08/18/2020
2021	04/22/2021
2022	04/29/2022

Document Images

04/29/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
08/18/2020 -- ANNUAL REPORT	View image in PDF format
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04/14/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
05/16/2014 -- CORLCOSMEM	View image in PDF format
02/06/2014 -- Florida Limited Liability	View image in PDF format

SEALED BID

PROPOSAL : ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Greek at Moss Park

Due: January 17, 2025 2:00 p.m.

Submitted by: Construct Co, Inc.

Section A – BIDDER Information and Acknowledgement Form

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Construct Co Inc

TAX ID# SNN or EIN: 59-3591183

BIDDER ADDRESS: PO Box 536488, Orlando FL 32853

PURCHASE ORDER ADDRESS: PO Box 536488, Orlando FL 32853

PHONE NUMBER: 407-282-5340

COMPANY WEBSITE: www.constructco-inc.com

COMPANY CONTACT (REP): Lindsey Buchanan

CONTACT EMAIL ADDRESS: Lindsey@constructco-inc.com

SIGNATURE: _____

THE UNDERSIGNED:

- A. Acknowledges receipt of:
1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park
 2. Addenda:
Number: 1, Dated 12/20/2024.
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 services specified in this ITB at the prices quoted in the Bid 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.

Section B – Table of Contents

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3. Other Information	7
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Section C – Introduction Letter***Bid #11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park***

Dear City of Winter Springs,

We are pleased to submit our proposal for the *Erosion Control Countermeasures within Gee Creek at Moss Park* project. I'd like to introduce **Construct Co, Inc.**, a leading marine construction firm with over 35 years of experience delivering innovative and high-quality solutions across Florida. As the Founder and President, I have had the privilege of overseeing the successful completion of numerous large-scale projects for public agencies, including the Florida Department of Environmental Protection (FL DEP) and the Florida Department of Military Affairs, as well as a variety of municipalities and private clients.

We understand that the project's scope of work is, in part, a continuation of the Natural Resources Conservation Service (NRCS) efforts to manage erosion along Gee Creek. Having successfully completed multiple projects that are funded by the NRCS on **Gee Creek** for the **City of Casselberry**, we are well aware of the need for an erosion control countermeasure at Moss Park. We understand that for this site, steel sheetpile along with rip rap will be the tool to erosion control and the access needed to install these materials will have an impact on the park area, necessitating restoration measures which are outlined in Appendix A: Cost Proposal Worksheet.

Our commitment is simple, we deliver value beyond construction. From conception to completion, we align our solutions with your vision, ensuring that every project is executed with precision, professionalism, and the highest standards of quality. We stand ready to bring our expertise to your next project and drive its success.

Thank you for the opportunity for **Construct Co, Inc** to become a trusted partner for your upcoming project. Please feel free to reach out to me directly at **(407) 282-5340** or via email at **Shawn@constructco-inc.com**. I look forward to the possibility of collaborating with your team.

Thank you for your time and consideration. Let's build the future together.

Sincerely,

Shawn Buchanan
President & Principal
Construct Co, Inc.

Section D – Qualifications

Construct Co is a Florida corporation, founded by Basil “Shawn” Buchanan in 1999 and based out of Orlando. At Construct Co, we are not just builders. We are problem solvers and strategic partners committed to delivering excellence through every phase of a project. We specialize in marine and park construction, providing end-to-end services from design and permitting to construction and project management. Our deep expertise in value engineering enables us to deliver cost-effective, sustainable, and customized solutions tailored to the unique challenges of each project.

Our team of 20 employees takes pride in overseeing every aspect of the project lifecycle with seamless collaboration between stakeholders, maintaining regulatory compliance, and delivering results that exceed expectations.

Erosion Control Specific

Construct Co has completed multiple projects where the key objective was to address or prevent erosion control. A few examples include:

- City of Flagler Beach - Installation of emergency sheet pile armoring along A1A, 2022
- St John’s County - Installation of steel sheet pile and rip rap armament shore protection, 2024
- City of Casselberry - Installation of gabions and rip rap along Gee creek, 2019
- City of Casselberry, Installation of gabions, rip rap and permanent sheet pile along Gee creek, 2018

Project Team

The Project Manager will be Lindsey Buchanan. She will be responsible for ensuring adherence to the contract requirements and the point of contact for the Owner and Engineer representatives.

The Project Superintendent, Douglas Clark, will be the on-site representative and will oversee operations and ensure quality is maintained.

The Project Specialist, Shawn Buchanan, will be monitoring the construction team and provide consultation for critical work items.

The Project Coordinator, Ryan Matthews, will be responsible for project recordkeeping and site documentation. He will assist the Project Superintendent and Project Manager as needed to facilitate the contract work and Quality Control Plan procedures, She will oversee material orders and site crew logistics.

See Appendix E: Key Personnel Resumes

Project References - See Attached Bid Form REFERENCE INFORMATION FORM

Additional references are available upon request.

In summary, Construct Co Inc is the most qualified contractor for this project because we are experts at sheet pile installation and we have an intimate understanding of the project site’s water body, having performed identical work on Gee Creek in the past. We encourage you to speak with our previous clients who we have enjoyed working for and continue to maintain great relationships with. We are a contractor who cares. We care about the goal of the project and we care about creating an enjoyable project experience for our clients.

Thank you for your consideration.

Section E - Other Information

We have successfully completed projects for major public entities and private developers, such as the George Kennedy Memorial Park Seawall, Wooten Park Seaplane Ramp, and the Main Street Pier Repairs in Daytona Beach. These accomplishments speak to our unwavering dedication to excellence and client satisfaction.

Our core services include:

- **Marine Construction:** *Specializing in boat ramps, seawalls, piling, docks, and erosion control measures.*
- **Value Engineering:** *We work closely with our clients to optimize designs, ensuring cost-effective solutions that meet regulatory and safety standards.*
- **Comprehensive Project Management:** *From initial permitting to project completion, our team manages every aspect to guarantee success.*

We are happy to provide additional information not specifically listed in the bid documents upon request including expanding project references and financial data. For additional information contact Lindsey Buchanan, Vice President at lindsey@constructco-inc.com.

Section F – Cost and Time

See Attached Appendix A: Cost Proposal Worksheet.

Section G – Mandatory Bid Forms

MANDATORY BID FORMS

Proposal Form 1	-	Bidder Information and Acknowledgement Form
Proposal Form 2	-	References Information Form
Proposal Form 3	-	Insurance Requirements Form
Proposal Form 4	-	Scrutinized Company Certification
Proposal Form 5	-	Non-Collusion Affidavit
Proposal Form 6	-	Drug Free Workplace Form
Proposal Form 7	-	Public Entity Crimes Statement
Proposal Form 8	-	Debarment, Suspension etc. Certification
Proposal Form 9	-	E-Verify Statement
Proposal Form 10	-	Conflict of Interest Statement
Proposal Form 12	-	Affidavit of Compliance with Florida Statute 787.06
Proposal Form 13	-	SMWBE Utilization Plan
Appendix A	-	Cost Proposal Worksheet
Appendix B	-	Bid Bond Form

Mandatory forms must be submitted with the Bid.

Failure to submit forms may disqualify the Bidder from the ITB

The following documents do not need to be returned with the Bid response

Exhibit 1	Project Plans
Exhibit 2	Project Specifications
Appendix C	Performance Bond Agreement
Appendix D	Labor and Materials Payment Bond Agreement

REFERENCE INFORMATION FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: St. Johns County, FL Porpoise Point Dr Shore Protection

Contact Person: Morgan Hughes

Address: 3171 Coastal Highway

City: St Augustine State: FL Zip: 32084

Phone Number: (904) 315-7267

Project Cost: \$ 754,350 Date Performed: Oct 2023-March 2024

Organization: City of Casselberry Gee Creek and Howell Creek Erosion Control Project

Contact Person: Kelly Brock

Address: 95 Triplet Lake Dr.

City: Casselberry State: FL Zip: 32707

Phone Number: () 407-262-7725 x1235

Project Cost: \$ 1,006,459 Date Performed: Dec 2018 - June 2019

Organization: City of Flagler Beach, FL Pal & Irma Parker Park

Contact Person: Penny Overstreet,

Address: 105 S 2nd St.

City: Flagler Beach State: FL Zip: 32136

Phone Number: () 386-517-2000 ext. 233

Project Cost: \$ 469,436 Date Performed: June 2022 - Sep 2022

Bidder Representative

Typed Name/Title: Lindsey Buchanan, Vice President

Bidder Representative Signature: _____

Bidder: Construct Co Inc

INSURANCE REQUIREMENTS 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.
□ 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, a minimum level of insurance as stated above.

Construct Co Inc

Bidder

Authorized Signature

Lindsey Buchanan, Vice President

Officer Name and Title

01/16/25

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 Proposer 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 Terrorism Sectors List, created pursuant to s. 215.473; or
- c. 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;
- 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.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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 PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR PROPOSAL 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 Terrorism Sectors 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 Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

Lindsey Buchanan, Vice President

(Printed Name and Title)

Construct Co Inc

(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 _____, 2025 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 _____ Vice President _____ of _____ Construct Co Inc _____
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 solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the 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 response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, 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) Vice President _____
(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) Notary Public

_____ (Commission Number)

DRUG FREE WORKPLACE FORM

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

Construct Co Inc 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.

	<u>01/16/2025</u>
(Authorized Signature)	(Date)

Lindsey Buchanan
(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.

1. This sworn statement is submitted with Bid for ITB 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park

2. This sworn statement is submitted by (Bidder) Construct Co Inc whose business address is

PO Box 53644 Orlando FL 32853

and (if applicable) Federal Employer Identification Number (FEIN) is

59-3591183

(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:

3. My name is Lindsey Buchanan and my relationship to the Bidder named above is Vice President.

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:

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

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

01/16/2025

Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

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 _____, 2025, 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: Construct Co Inc		Date: 01/16/2025
Signature of Authorized Certifying Official: Lindsey Buchanan	Title: Vice President	

E-VERIFY STATEMENT

Bid Number: ITB # 11-24-07 PH

Project Description: Erosion Control Countermeasures within Gee Creek at Moss Park

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: Construct Co Inc

Authorized Signature: _____

Title: Vice President

Date: 01/16/2025

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park**

This sworn statement is submitted by (Bidder) Construct Co Inc whose business address is
PO Box 536488, Orlando FL 32853 and (if applicable) Federal Employer Identification Number (FEIN) is
59-3591183 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social

Security Number: _____.)

My name is Lindsey Buchanan and my relationship to the Bidder named above
is Vice President.

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, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
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.

01/16/2025

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 _____, 2025, and is personally known to me, or
has provided _____ as identification.

My Commission expires: _____

Notary Signature

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES § 787.06

Florida Statutes § 787.06(13) provides that:

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

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

- a. The Vendor, owners, or principals are aware of the requirements of Section § 787.06, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and do not use coercion for the labor or services contemplated in their Proposal response.

(Authorized Signature)

Lindsey Buchanan, Vice President

(Printed Name and Title)

Construct Co Inc

(Name of Proposer)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (_____) physical presence or (_____) online notarization, this _____ day of _____, 2025 by _____ the _____ of _____, a _____ (_____) who is personally known to me or (_____) who produced _____ as identification.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

SMWBE UTILIZATION PLAN

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

Bidder Company Name: Construct Co Inc

Project Name : ***Erosion Control Countermeasures within Gee Creek at Moss Park***

ITB Number : ***ITB # 11-24-07 PH***

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

Appendix A
COST PROPOSAL WORKSHEET

ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Unit of Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS	85,495.00	\$ 85,495.00 -
2	101-1b	Bonds and Insurance	1	LS	47,724.00	\$ 47,724.00 -
3	101-2a	Survey and construction layout	1	LS	5,569.00	\$ 5,569.00 -
4	101-2b	Record drawings and as-built plans	1	LS	5,569.00	\$ 5,569.00 -
5	102-1	Maintenance of traffic	1	LS	3,336.00	\$ 3,336.00 -
6	102-60	Furnish, install and maintain project identification sign	1	LS	874.00	\$ 874.00 -
7	102-99	Changeable variable message sign (temporary)	21	DA	108.00	\$ 2,268.00 -
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS	22,664.00	\$ 22,664.00 -
Sub Total Section 1						\$ 173,499.00 -
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF	3.00	\$ 1,290.00 -
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA	387.00	\$ 1,161.00 -
3	104-18	Inlet protection system	4	EA	409.00	\$ 1,636.00 -
4	110-1-1	Clearing and grubbing	0.26	AC	48,717.00	\$ 12,666.42 -
5	110-4-10	Removal of existing concrete	140	SY	44.00	\$ 6,160.00 -
6	120-5	Channel excavation	250	CY	59.00	\$ 14,750.00 -
7	120-6	Embankment	5	CY	1,125.00	\$ 5,625.00 -
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY	17,241.00	\$ 17,241.00 -
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY	1,819.00	\$ 25,466.00 -
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS	294.00	\$ 294.00 -
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF	1,890.00	\$ 13,230.00 -
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS	15,435.00	\$ 15,435.00 -
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF	81.00	\$ 340,200.00 -
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF	205.00	\$ 21,525.00 -
15	522-1	Concrete sidewalk, 4"	140	SY	86.00	\$ 12,040.00 -
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN	297.00	\$ 44,550.00 -
17	530-74	Bedding stone	60.0	TN	514.00	\$ 30,840.00 -
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF	109.00	\$ 2,180.00 -
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF	74.00	\$ 10,952.00 -
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA	1,838.00	\$ 1,838.00 -
21	570-1-2	Performance turf, Sod	1,000	SY	11.00	\$ 11,000.00 -
Sub Total Section 2						\$ 590,079.42 -

Bidder: Construct Co Inc

Total Base Bid Amount = \$ 763,578.42

By: Lindsey Buchanan, Vice President
Printed Name and Title

Total Bid Alternate Amount (if Applicable) = \$ N/A

Signature/Date:  01/16/2025

Total Amount ~ Base Bid and Bid Alternates = \$ 763,578.42

Estimated Completion Time: 12 weeks from execution of Notice to Proceed to Final Completion

Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Appendix B
BID BOND FORM

Bond # BND1011372-00

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

Construct Co., Inc. as Principal, and Fair American Insurance and Reinsurance Company as
Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of Five Percent of Amount of Bid Dollars (\$ 5% of Amount of Bid) 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 Proposal, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the Work described as:

Replacement of Inlet Valve

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.

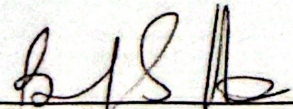
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by an extension of the time within which the OWNER
may accept such Bid; and said Surety does hereby give waive notice of any such extension.

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

several seals this 17th day of January, 2025, 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.


(Witness)

Construct Co., Inc.
(Principal)


(Seal)

BASIL BUCHANAN, PRESIDENT
(Title)

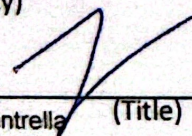
931 Dennis Avenue, Orlando, FL 32807

(Address)

Fair American Insurance and Reinsurance Company

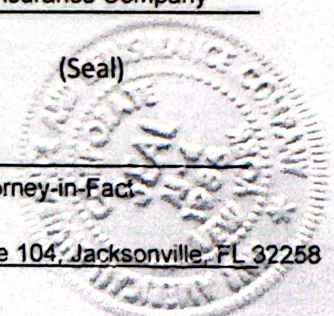
(Surety)

(Seal)


Jason S. Centrella (Title) Attorney-in-Fact

11481 Old St Augustine Rd., Suite 104, Jacksonville, FL 32258

(Address)



FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

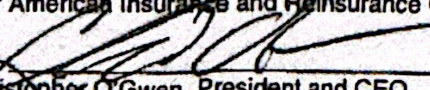
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

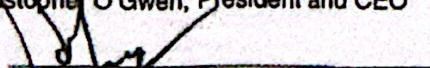
RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

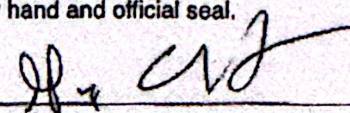
By: 
Christopher O'Gwen, President and CEO

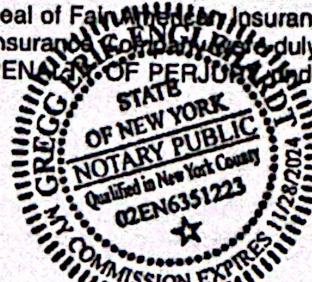
By: 
Paul J. Claus, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

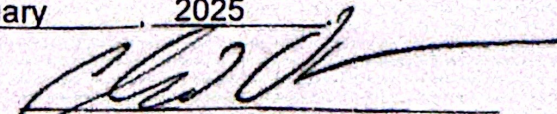


I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 17th day of January, 2025

Bond # BND1011372-00

No. 7986


Christopher O'Gwen, President and CEO

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

165 Broadway, New York, New York 10006

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**AT DECEMBER 31, 2023****ASSETS**

Bonds (Amortized Value)	\$ 6,778,580
Cash and Cash Equivalents	5,804,372
Short Term Investments	225,725,495
Receivable For Securities	7,875
Investment Income Due and Accrued	105,762
Uncollected Premiums and Agents Balances in the Course of Collection	44,127,432
Reinsurance Recoverable on Loss Payments	6,245,148
Net Deferred Tax Asset	1,725,060
Receivable From Parent, Subsidiaries and Affiliates	1,349,503
Other Assets	7,697,415
TOTAL ASSETS	\$ 299,566,643

LIABILITIES, SURPLUS & OTHER FUNDS

Losses	\$ 14,380,745
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	6,245,148
Loss Adjustment Expenses	580,768
Commissions Payable, Contingent Commissions and Other Similar Charges	1,455,351
Other Expenses (Excluding Taxes, Licenses and Fees)	6,677,225
Taxes, Licenses and Fees (excluding Federal and Foreign Taxes)	6,559,926
Unearned Premiums	4,926,359
Ceded Reinsurance Premiums Payable (Net of Ceding Commissions)	37,065,533
Funds Held by Company Under Reinsurance Treaties	2,595,140
Payable to Parent, Subsidiaries and Affiliates	4,521,459
Federal and Foreign Income Taxes	999,498
Other Liabilities	2,848,921
TOTAL LIABILITIES	88,856,073
Common Capital Stock	5,000,000
Aggregate Write-ins	-
Gross Paid-in and Contributed Surplus	88,227,719
Unassigned Funds (Surplus)	117,482,851
Surplus as Regards Policyholders	210,710,570
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$ 299,566,643

I, Brian Gallahue, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023 as reflected by its books and records and as reported in its statement on file with New York State Department of Financial Services.

NOTARIZED:

State of New York County of New York on
7th day of May, 2024.

My commission expires 1-10-2028

IN TESTIMONY WHEREOF, I have set my hand and affixed the
seal of the Company, this 7th day of May, 2024.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

Angelica Jones
Notary

ANGELICA JONES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J00019707
Qualified in Kings County
My Commission Expires 1-10-2028

Senior Vice President and Chief Financial Officer

Section H – Florida State Corporate Filing**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P99000050586

Entity Name: CONSTRUCT CO. INC.**Current Principal Place of Business:**931 DENNIS AVE
ORLANDO, FL 32807**Current Mailing Address:**POBOX 536488
ORLANDO, FL 32853 US**FEI Number:** 59-3591183**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**BUCHANAN, BASIL S
931 DENNIS AVE
ORLANDO, FL 32807 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**_____
Electronic Signature of Registered Agent_____
Date**Officer/Director Detail :**

Title	PRESIDENT
Name	BUCHANAN, BASIL S
Address	931 DENNIS AVE.
City-State-Zip:	ORLANDO FL 32807-5120

Title	VP
Name	BUCHANAN, LINDSEY
Address	POBOX 536488
City-State-Zip:	ORLANDO FL 32853

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BASIL S BUCHANAN**PRESIDENT****01/07/2025**_____
Electronic Signature of Signing Officer/Director Detail_____
Date

Appendix E: Key Personnel Resumes

Shawn Buchanan

President & Principal
35 Years of Experience

Founder and President of Construct Co, Shawn has overseen the completion of multiple marine facility projects. Providing value-engineering and over 40 years of experience in the construction industry, he has led operations since the company's inception. His commitment to quality and knowledge of construction methodologies serves as the cornerstone of the team's success.

Shawn has extensive hands-on experience in concrete work and pile driving that ensures precision in project execution and empowers him to proactively provide effective solutions.

He is dedicated to upholding rigorous standards in all aspects of our projects, reinforcing Construct Co's position as Marine Construction Specialists.

Certifications

- Certified FL General Contractor, CGC1516163
- Certified FL Building Contractor, CBC052151

Relevant Project Experience

- Pier Dumpster Renovation & Armoring
- Kelly Park Seawall
- Daytona Main St Pier Repairs
- George Kennedy Memorial Park Boat Ramp & Seawall
- Shell Harbor Marine Park
- Wooten Park Seaplane Ramp
- Cocoa Beach Upland Retaining Wall

Lindsey Buchanan

Vice President & Project Manager
16 Years of Experience

As Vice President, Lindsey demonstrates a skill set in project management, contract administration, quality control, and financial reporting.

She is a diligent quality control professional who has overseen multiple pile driving operations including concrete, steel, and vinyl sheet pile, as well as timber, concrete, and steel pilings. She is adept at conducting thorough inspections, identifying areas for improvement, and collaborating with cross-functional teams to enhance overall project quality. As part of Construct Co's team, she ensures the implementation and maintenance of quality control measures throughout all project phases.

Certifications

- FDEP Stormwater Management Inspector, #33923

Relevant Project Experience

- Pier Dumpster Renovation & Armoring
- Ballard Park Boat Ramp & Dock Improvements
- George Kennedy Memorial Park Boat Ramp & Seawall
- Wooten Park Seaplane Ramp
- Cocoa Beach Upland Retaining Wall

Appendix E: Key Personnel Resumes

Doug Clark

Superintendent
25 Years of Experience

Senior Superintendent, Doug Clark joined Construct Co. in 2017. He has collaborated seamlessly with our project team on numerous pile driving projects, showcasing not only his technical proficiency but also his ability to ensure the smooth execution of tasks.

Doug brings a wealth of expertise to our team with a robust background in carpentry, heavy timber construction, and wide-ranging experience in pile driving. His comprehensive knowledge and field experience supervising sheet pile operations make him an invaluable asset, particularly in overseeing daily operations.

His commitment to excellence and adept management skills positions him as a key player in guaranteeing the success of this project.

Relevant Project Experience

- Pier Dumpster Renovation & Armoring
- Kelly Park Seawall
- Daytona Main St Pier Repairs
- George Kennedy Memorial Park Boat Ramp & Seawall
- Shell Harbor Marine Park
- Wooten Park Seaplane Ramp
- Cocoa Beach Upland Retaining Wall

Ryan Matthews

Project Coordinator
3 Years of Experience

Ryan Matthews is the newest member of the assigned project team. He has previous experience as a dispatcher and material planner. In his current role, he oversees water quality testing, project documentation and materials coordination for all active construction sites.

He provides direct support to the Superintendent and Project Manager, assisting as needed to ensure field record keeping is accurately maintained and all material and equipment is provided timely for the site team.

Relevant Project Experience

- Daytona Main St Pier Ian/Nicole Emergency Repairs
- Pal & Irma Park Boardwalk
- Poulian Seawall Repair
- Flagler Beach Emergency Dune Walkovers Replacement
- Pier Dumpster Renovation & Armoring



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUCHANAN, BASIL SHAWN

CONSTRUCT CO INC
931 DENNIS AVE
ORLANDO FL 32807

LICENSE NUMBER: CGC1516163

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 09/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM**ORIGINAL**

For

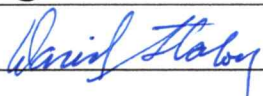
ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Central Florida Environmental CorpTAX ID# SNN or EIN: 59-3072378BIDDER ADDRESS: 910 Belle Ave, #1040PURCHASE ORDER ADDRESS: 910 Belle Ave, #1040PHONE NUMBER: 407-834-6115COMPANY WEBSITE: n/aCOMPANY CONTACT (REP): David Stalow, presidentCONTACT EMAIL ADDRESS: stalzz@aol.comSIGNATURE: **THE UNDERSIGNED:**

- A. Acknowledges receipt of:
1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park
 2. Addenda:
Number: 1, Dated 12/20/24.
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 services specified in this ITB at the prices quoted in the Bid 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.



City of Winter Springs

Erosion Control Countermeasures within Gee Creek at Moss Park

ITB # 11-24-07 PH

Section B – Table of Contents

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Section B – Table of Contents

Section C - Introduction Letter

Section D - Qualifications

1. General

2. Bidder Experience

3. Team Experience

4. References (Reference Information Form)

5. Conclusion

Section E - Other Information

Section F - Cost and Time

Section G - Mandatory Bid Forms

Section H - Florida State Corporate Filing

Appendix A – Resumes Key Members

Submitted by:

Central Florida Environmental Corp

910 Belle Ave, Ste 1040

Winter Springs, Fl 32708



Erosion Control Countermeasures within Gee Creek at Moss Park
ITB #11-24-07 PH

Section C-1 Introduction

Having meticulously reviewed the bid documents and conducting a comprehensive site investigation, efficacy will be a critical factor in the selection of construction methods. Ensuring the safety of pedestrians, vehicular traffic, and homeowners during construction is paramount. CFE is committed to protecting all public utilities, including overhead, aerial and underground, taking every precaution to avoid disturbances. Safeguarding the aquatic environment from pollutants throughout construction is a priority that CFE upholds from project inception to completion. Plans include distributing neighborhood flyers detailing the construction timeline so residences know when to expect the park to reopen prior to commencement. The approved engineering plans clearly outline the goals and objectives for implementing Gee Creek Erosion Control Countermeasures.

Construction sequencing is meticulously planned to ensure timely completion within the allocated budget. A comprehensive dewatering/unwatering plan has been designed to adapt flexibility to changing conditions. With over 30 years of experience working in the public right of way, CFE is confident in its capabilities, workforce, equipment management and selected subcontractors to successfully complete another project for the City of Winter Springs.

A blue ink signature of David Stalowy, written in a cursive style, positioned above a horizontal line.

David Stalowy, president



City of Winter Springs

Erosion Control Countermeasures within Gee Creek at Moss Park

ITB # 11-24-07PH

Section D – Qualifications

General

Bidder Experience

Team Experience

References

Conclusion

Appendix A - Resumes



Erosion Control Countermeasures within Gee Creek at Moss Park
ITB #11-24-07 PH

Section D-1 General

- a) **Construction Team:** With our main office located in Winter Springs, CFE Corp construction team is composed of individuals that have been a part of the team 10+ years and have experience in all aspects of stormwater construction from dewatering to installing large pipe and structures. Team members know the importance of good communication and coordination with all parties involved on a project. All team members have experience working in close proximity of residents and businesses and always conduct themselves in a professional manner.
- b) **Subcontractors:** CFE self performs work items related to stormwater, concrete work and asphalt paving but has worked with the same subcontractors for 10+ years resulting in established working relationships beneficial to successful project completion. These subcontractors include Acme Barricades, A-Plus Dewatering, True Bore Directional Drilling, Tru-Mark Inc, Universal Engineering, On-Point Survey, Geo Technology Assoc. and Geotechnical Foundations.
- c) **History Summary:** CFE has a long history working with many municipalities within the Central Florida region over the last 32 years and has completed a multitude of project scopes including parking lots, storm drainage systems, multi-use trails and erosion control & repair projects working within public right-of-way and residential neighborhoods. Meeting clients' needs and intent of the project is priority. CFE strengths are within the team members experience, positive attitude and determination to complete a project on time and within budget exceeding the clients' expectations. CFE has received accommodation from FDEP for performance and completion of a Bulkhead repair project in Wekiva Springs Sate Park.



Erosion Control Countermeasures within Gee Creek at Moss Park
ITB # 11-24-07 PH

Section D-2: Experience

CFE's approach to all projects is to gain full understanding of the owners' request and follow details provided by project engineers with the intent of the project as well as adapting field conditions to the intent.

CFE Corp has successfully completed all projects previously referenced on time and within owners' budget. Stormwater project experience includes precast structures, cast-in-place structures, CDS structures, nutrient separating baffle boxes, gravity walls, retaining walls, box culverts, gabion baskets, articulated concrete block, turf reinforcement mat, exfiltration systems, HDPE, RCP and PVC storm pipe, rubble rip rap, swale construction and re-construction as well as incidental work items concrete, roadway construction, asphalt paving and brick pavers. All projects completed within local municipalities including Seminole County, Orange County, Lake and Volusia Counties and multiple cities located in those counties. CFE has completed many emergency erosion repair projects within Seminole County following the major hurricanes over the last 10 years.

Well-established, long-standing relationships with subcontractors and suppliers allow CFE to respond and complete the projects as required.



Erosion Control Countermeasures within Gee Creek at Moss Park
ITB # 11-24-07 PH

Section D-3 Team Experience

Supervisory Team members proposed for this project are as follows:

David Stalow, President and Estimator

Christina Tabor, Project Manager and Estimator

Basil Maroney, Project Coordinator

Mark Broat, Project Superintendent

Chris Tabor, Truck Foreman/Field Maintenance Supervisor

Key team members have been a part of CFE Corp 10+ years and have experience in all aspects of the construction projects completed by CFE Corp. Each of these persons has established good standing relationships with all project inspectors and CEI's working within the Central Florida region, knows what is expected of them by the many municipalities and knows what is required to efficiently and effectively complete a project. All are well known by many project managers, inspectors and CEI's associated with the local and state municipalities.

Team members hold various certifications including Advanced TTC, Trench Excavation and Safety, CQC, OSHA and Stormwater Erosion and Sedimentation Control Inspectors. Team members are experienced working in rights-of-way, roadways and residential areas with public safety as the primary concern. All of these individuals know the importance of good communication and coordination with all parties involved on a project. All have experience working in close proximity of residents and businesses and understands the importance of keeping those individuals informed and minimizing the negative impact the construction may have on those individuals.

Team members work together with knowledge of each one's strengths and abilities, and it can be said that is their role within the company but they are not limited to that as each one has the ability to assist the others as needed whenever the situation presents itself. Each team member has a positive attitude and the determination to do what it takes to get the project completed no matter what it takes. This, we have been told, is a benefit to anyone associated with the projects we are constructing.

910 Belle Ave, Suite 1040
Winter Springs FL 32750
407-834-6115 (o) 407-834-6391 (f)



Erosion Control Countermeasures within Gee Creek at Moss Park
ITB # 11-24-07 PH

Section D-5: Conclusion

In conclusion, having an office and being a business owner within the City of Winter Springs, CFE Corp is familiar with many aspects of the city. Completing projects in the past for not only the city but also for Seminole County within the city, CFE Corp has experience within the area at local parks and within the city's various communities. CFE team members have been a part of these projects and have not only have the knowledge but also the experience to complete the project within the City's expectations.

Our team stays up to date with the local news, municipality social media sites and views various municipality commission meetings. Team members attend pre-bid meetings for new projects engaging in conversations with the owner's team members and other contractors on not only the new project but other relevant topics. CFE Corp has worked on many projects with outside funding sources and is aware of the different types and processes the municipalities receive funding for projects. Having the experience and local knowledge is beneficial for successful projects.



City of Winter Springs

Erosion Control Countermeasures within Gee Creek at Moss Park

ITB # 11-24-07PH

Appendix A - Resumes

David Stalowy
Christina Tabor
Basil Maroney
Mark Broat

RESUME

- * 1991 to current - CFE, Corp.
- * 1991 to current Florida Certified General Contractor License – CGC055230

Education and Experience:

- 1982 Florida International University – Bachelor of Science in Parks and Recreation
- 1973-1978 US Air Force, Eglin Air Force Base, Ft. Walton Beach, FL
- 1983 Assisted with the FRDAP grant for development of Turkey Lake Park with Orlando Mayor Bill Fredrick and Bureau Chief Tom Farnsworth
- 1984 VP of Prep Tech Corp. infrastructure with a focus on private work
- 1990 Formed CFE Corp. focus on municipal work
- 1991 - current Certified General Contractor CGC055230
- 2025 Advanced MOT Certified
- 2014 Construction Quality Management for Contractors Certified
- 2014 Earthwork Levels I & II Certified
- 2018 SWPPP Inspector Certified

Project Experience Include: Flex paving, Drainage, Sodding, Landscape, Concrete, Minor Bridge, Gabion Baskets, Reno mattress, Grading, Option Base Group 04, 06, Asphalt paving, Underground utilities water, sewer, storm, Articulated concrete block

Storm drainage, culvert replacement, roadway reconstruct:

- Contract date: 01/2024
- Owner: Seminole County Public Works
- Project Name: Miller Rd Culvert Replacement
- Contract amount: \$1,137,627
- Scope of Work: Replacement of existing concrete bridge over Six Mile Creek with cast-in-place box culvert, roadside storm drainage structures and piping, sheet piling, rubble riprap along existing canal, and roadway re-construction, asphalt paving

Storm Drainage and Roadway Reconstruction:

- Contract date: 08/2022
- Owner: Seminole County Public Works
- Project Name: Mullet Lk Rd (Retreat Rd) Drainage Improvements
- Contract amount: \$1,482,684
- Scope of Work: Upgrading/upsizing existing storm side-drains, re-grading existing ditch bottoms, articulated concrete block, sheet piling, pond construction, roadway reconstruction, sodding pond and side-drains

Storm Drainage and Roadway Reconstruction:

- Contract date: 11/2020
- Owner: City of Ocoee
- Project Name: W Oakland Ave/ N Cumberland Ave Reconstruction
- Contract amount: \$1,615,823
- Scope of Work: Storm drainage installation 18" – 60" RCP and structures, sanitary sewer installation, roadway reconstruction, new parallel parking stalls and asphalt paving, concrete curbs and sidewalk, sodding and restoration

Trail Construction – Storm drainage, flex paving, concrete, sodding:

- Contract date: 07/2020
- Owner: Seminole County Public Works
- Project Name: Cross Seminole Trail Missing Link
- Contract amount: \$896,450
- Scope of Work: Construction of 0.7 miles 14' wide asphalt pedestrian trail including fencing, handrail, concrete sidewalk and curb, RR crossing, signalization, pavement markings and sodding

Canal Reconstruction – Storm drainage, Articulated Concrete Block, sodding:

- Contract date: 05/2020
- Owner: Seminole County Public Works
- Project Name: Smith Canal Phase 2 & 3
- Contract amount: \$1,210,047
- Scope of Work: restoration of existing canal installing Articulated Concrete Block mats, headwall construction, CMP extension and storm pipe extensions, sodding

Storm Drainage – Storm drainage, rip rap, sodding:

- Contract date: 03/2018
- Owner: City of Ocoee
- Project Name: Coventry Pond Restoration
- Contract amount: \$180,158
- Scope of Work: Reconstruction of retention pond, storm pipe installation, liner installation, grading and sodding

Roadway – Concrete sidewalk construction, Flex Paving, Signalization:

- Contract date: 2017
- Owner: Florida Department of Environmental Protection
- Project Name: Wekiva Springs State Park Bulkhead Repair
- Contract amount: \$499,713
- Scope of Work: Concrete curbs, sidewalk and ADA construction, sheet piling, grading, sodding, handrail

Roadway – Concrete sidewalk construction, Flex Paving, Signalization:

- Contract date: 2017
- Owner: Seminole County, Florida
- Project Name: Hurricane Irma Washout Repairs at Sanlando
- Contract amount: \$119,826
- Scope of Work: Repair of asphalt pedestrian trail as result of Hurricane wash out including construction of rip rap swale, asphalt removal, optional base, asphalt paving, sodding and restoration

Earthwork – De-mucking, Boardwalk construction, Landscape:

- Contract date: 2015
- Owner: City of Winter Park
- Project Name: Meade Grove Wetland Restoration
- Contract amount: \$444,235
- Scope of Work: De-mucking and reconstruction of existing retention area, reconstruction of existing boardwalk, landscape and sodding

Resume

EXPERIENCE

Central Florida Environmental Corp

Project Manager/Estimator

06/15/98 to Current

22 years of Construction experience including on the job field experience supervising crews, project estimating, project managing, employee payrolls, project pay applications, submittals and project close-outs in coordination with cities, counties and other agencies.

CERTIFICATIONS

- * 2016 Florida State Certified General Contractor License (not activated)
- * 2016 Underground Utility Certified Contractor (not activated)
- * 2006 Sunshine One Call ITE Certified
- * 2008 Qualified Storm Water Inspector
- * 2022 Advanced MOT Certified
- * 2025 Advanced MOT Certified
- * 2019 Certified Construction Quality Management
- * 2018 Stormwater Operator Level 1

PROJECT EXPERIENCE

Flex paving, Drainage, Sodding, Landscape, Concrete, Minor Bridge, Gabion Baskets, Reno mattress, Grading, Option Base Group 04, 06, Underground utilities water, sewer, and Storm Drainage, Articulated concrete block

Storm drainage, culvert replacement, roadway reconstruct:

- Contract date: 01/2024
- Owner: Seminole County Public Works
- Project Name: Miller Rd Culvert Replacement
- Contract amount: \$1,137,627
- Scope of Work: Replacement of existing concrete bridge over Six Mile Creek with cast-in-place box culvert, roadside storm drainage structures and piping, sheet piling, rubble riprap along existing canal, and roadway re-construction, asphalt paving

Storm Drainage and Roadway Reconstruction:

- Contract date: 08/2022
- Owner: Seminole County Public Works
- Project Name: Mullet Lk Rd (Retreat Rd) Drainage Improvements
- Contract amount: \$1,482,684
- Scope of Work: Upgrading/upsizing existing storm side-drains, re-grading existing ditch bottoms, articulated concrete block, sheet piling, pond construction, roadway reconstruction, sodding pond and side-drains

Storm Drainage and Roadway Reconstruction:

- Contract date: 11/2020
- Owner: City of Ocoee
- Project Name: W Oakland Ave/ N Cumberland Ave Reconstruction
- Contract amount: \$1,615,823
- Scope of Work: Storm drainage installation 18" – 60" RCP and structures, sanitary sewer installation, roadway reconstruction, new parallel parking stalls and asphalt paving, concrete curbs and sidewalk, sodding and restoration

Trail Construction – Storm drainage, flex paving, concrete, sodding:

- Contract date: 07/2020
- Owner: Seminole County Public Works
- Project Name: Cross Seminole Trail Missing Link
- Contract amount: \$896,450
- Scope of Work: Construction of 0.7 miles 14' wide asphalt pedestrian trail including fencing, handrail, concrete sidewalk and curb, RR crossing, signalization, pavement markings and sodding

Roadway – Storm drainage, roadway restoration, concrete, sodding:

- Contract date: 07/2019
- Owner: City of Winter Park
- Project Name: Installation of CDS
- Contract amount: \$229,341
- Scope of Work: Installation of new CDS Structure including new storm pipe, roadway construction, concrete curbs, driveways, sodding, and restoration

Storm Drainage – Storm drainage, rip rap, sodding:

- Contract date: 03/2018
- Owner: City of Ocoee
- Project Name: Coventry Pond Restoration
- Contract amount: \$180,158
- Scope of Work: Reconstruction of retention pond, storm pipe installation, liner installation, grading and sodding

Roadway – Flex Paving, milling, storm drainage, concrete:

- Contract date: 05/2017
- Owner: City of Longwood
- Project Name: Windsor Manor Drainage Improvements
- Contract amount: \$537,192
- Scope of Work: Storm drainage installation, roadway milling and paving, concrete curb, and pavement markings

Roadway – Concrete sidewalk construction, Flex Paving, Signalization:

- Contract date: 2017
- Owner: Florida Department of Environmental Protection
- Project Name: Wekiva Springs State Park Bulkhead Repair
- Contract amount: \$499,713
- Scope of Work: Concrete curbs, sidewalk and ADA construction, sheet piling, grading, sodding, handrail

Roadway – Concrete sidewalk construction, Flex Paving, Signalization:

- Contract date: 2017
- Owner: Seminole County Public Works
- Project Name: Hurricane Irma Washout Repairs at Sanlando
- Contract amount: \$119,826
- Scope of Work: Repair of asphalt pedestrian trail as result of Hurricane wash out including construction of rip rap swale, asphalt removal, optional base, asphalt paving, sodding and restoration

RESUME

- * 2017 to current- CFE, Corp.
- * 2020 Advanced MOT Certified
- * 2024 Advanced MOT Certified
- * 2020 Excavation and Trenching Competent Person

Project Experience Include:

Flex paving, Drainage, Sodding, Landscape, Concrete, Minor Bridge, Articulated Concrete Block Grading, Option Base Group 04, 06, Underground utilities water, sewer, storm.

Storm drainage, culvert replacement, roadway reconstruct:

- Contract date: 01/2024
- Owner: Seminole County Public Works
- Project Name: Miller Rd Culvert Replacement
- Contract amount: \$1,137,627
- Scope of Work: Replacement of existing concrete bridge over Six Mile Creek with cast-in-place box culvert, roadside storm drainage structures and piping, sheet piling, rubble riprap along existing canal, and roadway re-construction, asphalt paving

Storm Drainage and Roadway Reconstruction:

- Contract date: 08/2022
- Owner: Seminole County Public Works
- Project Name: Mullet Lk Rd (Retreat Rd) Drainage Improvements
- Contract amount: \$1,482,684
- Scope of Work: Upgrading/upsizing existing storm side-drains, re-grading existing ditch bottoms, articulated concrete block, sheet piling, pond construction, roadway reconstruction, sodding pond and side-drains

Storm Drainage and Roadway Reconstruction:

- Contract date: 11/2020
- Owner: City of Ocoee
- Project Name: W Oakland Ave/ N Cumberland Ave Reconstruction
- Contract amount: \$1,615,823
- Scope of Work: Storm drainage installation 18" – 60" RCP and structures, sanitary sewer installation, roadway reconstruction, new parallel parking stalls and asphalt paving, concrete curbs and sidewalk, sodding and restoration

Storm drainage:

- Contract date: 08/2021
- Owner: Seminole County Public Works
- Project Name: Lake of The Woods Baffle Box
- Contract amount: \$382,604
- Scope of Work: Installation of baffle box, storm inlets and pipe, roadway reconstruction and restoration, pipe desilting, concrete curb and sodding

Trail Construction – Storm drainage, flex paving, concrete, sodding:

- Contract date: 07/2020
- Owner: Seminole County Public Works
- Project Name: Cross Seminole Trail Missing Link
- Contract amount: \$896,450
- Scope of Work: Construction of 0.7 miles 14' wide asphalt pedestrian trail including fencing, handrail, concrete sidewalk and curb, RR crossing, signalization, pavement markings and sodding

Canal Reconstruction – Storm drainage, Articulated Concrete Block, sodding:

- Contract date: 05/2020
- Owner: Seminole County Public Works
- Project Name: Smith Canal Phase 2 & 3
- Contract amount: \$1,210,047
- Scope of Work: restoration of existing canal installing Articulated Concrete Block mats, headwall construction, CMP extension and storm pipe extensions, sodding

Roadway – Storm drainage, roadway restoration, concrete, sodding:

- Contract date: 02/2020
- Owner: City of Winter Park
- Project Name: Sharon Place Drainage Improvements
- Contract amount: \$356,700
- Scope of Work: Installation of new storm drainage pipe and structures, roadway construction, asphalt milling and paving, concrete curbs and driveways, sodding and restoration

Roadway – Storm drainage, roadway restoration, concrete, sodding:

- Contract date: 07/2019
- Owner: City of Winter Park
- Project Name: Installation of CDS
- Contract amount: \$229,341
- Scope of Work: Installation of new CDS Structure including new storm pipe, roadway construction, concrete curbs, driveways, sodding, and restoration
- Contract amount: \$677,395
- Scope of Work: Construction of multi-use pedestrian trail including optional base, asphalt paving, signalization, concrete curbs, ADA curb ramps, handrail, landscape and plants, pavement markings and signs, sodding

RESUME

- * 1998 to current- CFE, Corp.
- * 2014 Advanced MOT Certified
- * 2015 OSHA 10 Hour Certified
- * 2020 Excavation and Trenching Competent Person

Project Experience Include:

Flex paving, Drainage, Sodding, Landscape, Concrete, Minor Bridge, Gabion Baskets, Reno mattress, Grading, Option Base Group 04, 06, Underground utilities water, sewer, storm.

Storm drainage, culvert replacement, roadway reconstruct:

- Contract date: 01/2024
- Owner: Seminole County Public Works
- Project Name: Miller Rd Culvert Replacement
- Contract amount: \$1,137,627
- Scope of Work: Replacement of existing concrete bridge over Six Mile Creek with cast-in-place box culvert, roadside storm drainage structures and piping, sheet piling, rubble riprap along existing canal, and roadway re-construction, asphalt paving

Storm Drainage and Roadway Reconstruction:

- Contract date: 08/2022
- Owner: Seminole County Public Works
- Project Name: Mullet Lk Rd (Retreat Rd) Drainage Improvements
- Contract amount: \$1,482,684
- Scope of Work: Upgrading/upsizing existing storm side-drains, re-grading existing ditch bottoms, articulated concrete block, sheet piling, pond construction, roadway reconstruction, sodding pond and side-drains

Storm Drainage and Roadway Reconstruction:

- Contract date: 11/2020
- Owner: City of Ocoee
- Project Name: W Oakland Ave/ N Cumberland Ave Reconstruction
- Contract amount: \$1,615,823
- Scope of Work: Storm drainage installation 18" – 60" RCP and structures, sanitary sewer installation, roadway reconstruction, new parallel parking stalls and asphalt paving, concrete curbs and sidewalk, sodding and restoration

Trail Construction – Storm drainage, flex paving, concrete, sodding:

- Contract date: 07/2020
- Owner: Seminole County Public Works
- Project Name: Cross Seminole Trail Missing Link
- Contract amount: \$896,450
- Scope of Work: Construction of 0.7 miles 14' wide asphalt pedestrian trail including fencing, handrail, concrete sidewalk and curb, RR crossing, signalization, pavement markings and sodding

Storm drainage – Baffle box, inlets, pipe:

- Contract date: 08/2021
- Owner: Seminole County Public Works
- Project Name: Lake of The Woods Baffle Box
- Contract amount: \$382,604
- Scope of Work: Installation of baffle box, storm inlets and pipe, roadway reconstruction and restoration, pipe desilting, concrete curb and sodding

Canal Reconstruction – Storm drainage, Articulated Concrete Block, sodding:

- Contract date: 05/2020
- Owner: Seminole County Public Works
- Project Name: Smith Canal Phase 2 & 3
- Contract amount: \$1,210,047
- Scope of Work: restoration of existing canal installing Articulated Concrete Block mats, headwall construction, CMP extension and storm pipe extensions, sodding

Parking Lot Construction – Permeable grid system, concrete curbs, sidewalks:

- Contract date: 08/2019
- Owner: City of Mt Dora
- Project Name: 3rd Ave & Baker St Parking Lot
- Contract amount: \$389,727
- Scope of Work: Construction of Truegrid paver system parking lot, concrete curbs, ADA curb ramps, concrete driveway, restroom pad, landscape and irrigation

Roadway – Storm drainage, roadway restoration, concrete, sodding:

- Contract date: 07/2019
- Owner: City of Winter Park
- Project Name: Installation of CDS
- Contract amount: \$229,341
- Scope of Work: Installation of new CDS Structure including new storm pipe, roadway construction, concrete curbs, driveways, sodding, and restoration

Roadway – Concrete sidewalk construction, Flex Paving, Signalization:

- Contract date: 2017
- Owner: Florida Department of Environmental Protection
- Project Name: Wekiva Springs State Park Bulkhead Repair
- Contract amount: \$499,713
- Scope of Work: Concrete curbs, sidewalk and ADA construction, sheet piling, grading, sodding, handrail



City of Winter Springs

**Erosion Control Countermeasures within Gee Creek at Moss
Park**

ITB # 11-24-07PH

Section E – Other Information



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

STALOWY, DAVID EUGENE

CNTRL FLA ENVIRONMENTAL CORP
910 BELLE AVE.
SUITE #1040
WINTER SPRINGS FL 32708

LICENSE NUMBER: CGC055230

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/10/2024

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City of Winter Springs

**Erosion Control Countermeasures within Gee Creek at Moss
Park**

ITB # 11-24-07PH

Section F – Cost and Time

Appendix A

COST PROPOSAL WORKSHEET

ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Unit of Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS		\$ -
2	101-1b	Bonds and Insurance	1	LS		\$ -
3	101-2a	Survey and construction layout	1	LS		\$ -
4	101-2b	Record drawings and as-built plans	1	LS		\$ -
5	102-1	Maintenance of traffic	1	LS		\$ -
6	102-60	Furnish, install and maintain project identification sign	1	LS		\$ -
7	102-99	Changeable variable message sign (temporary)	21	DA		\$ -
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS		\$ -
Sub Total Section 1						\$ -
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF		\$ -
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA		\$ -
3	104-18	Inlet protection system	4	EA		\$ -
4	110-1-1	Clearing and grubbing	0.26	AC		\$ -
5	110-4-10	Removal of existing concrete	140	SY		\$ -
6	120-5	Channel excavation	250	CY		\$ -
7	120-6	Embankment	5	CY		\$ -
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY		\$ -
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY		\$ -
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS		\$ -
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF		\$ -
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS		\$ -
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF		\$ -
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF		\$ -
15	522-1	Concrete sidewalk, 4"	140	SY		\$ -
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN		\$ -
17	530-74	Bedding stone	60.0	TN		\$ -
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF		\$ -
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF		\$ -
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA		\$ -
21	570-1-2	Performance turf, Sod	1,000	SY		\$ -
Sub Total Section 2						\$ -

Bidder: Central Florida Environmental Corp

Total Base Bid Amount = \$ _____

By: David Stalowy, president
Printed Name and Title

Total Bid Alternate Amount (if Applicable) = \$ _____

Signature/Date: _____

Total Amount ~ Base Bid and Bid Alternates = \$ _____

Estimated Completion Time: _____ weeks from execution of Notice to Proceed to Final Completion

Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB



City of Winter Springs

**Erosion Control Countermeasures within Gee Creek at Moss
Park**

ITB # 11-24-07PH

Section G – Mandatory Bid Forms

REFERENCE INFORMATION FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: Seminole County Public Works

Contact Person: Ted Holmes, PE

Address: 100 E 1st St

City: Sanford

State: FL

Zip: 32771

Phone Number: (407) 665-332

Project Cost: 1,137,627

Date Performed: 1/2024 - 9/2024

Organization: Seminole County Public Works

Contact Person: Ron Ramos, PE

Address: 100 E 1st St

City: Sanford

State: FL

Zip: 32771

Phone Number: (407) 665-5774

Project Cost: 1,482,684

Date Performed: 8/2022 - 10/2023

Organization: City of Ocoee

Contact Person: Milen Womack, PE

Address: 301 Maguire Rd

City: Ocoee

State: FL

Zip: 34761

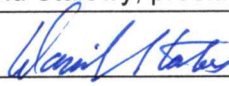
Phone Number: (407) 554-7313

Project Cost: 1,615,823

Date Performed: 2/2021 - 5/2022

Bidder Representative

Typed Name/Title: David Stalow, president

Bidder Representative Signature: 

Bidder: Central Florida Environmental Corp

INSURANCE REQUIREMENTS 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.
☐ 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, a minimum level of insurance as stated above.

Central Florida Environmental Corp

Bidder


Authorized Signature

David Stalowy, president

Officer Name and Title

1/17/2025

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 Proposer 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 Terrorism Sectors List, created pursuant to s. 215.473; or
- c. 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;
- 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.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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 PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR PROPOSAL 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 Terrorism Sectors 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 Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.


(Authorized Signature)

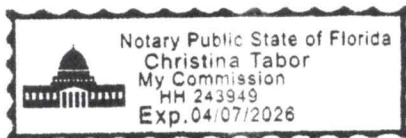
David Stalowy, president
(Printed Name and Title)

Central Florida Environmental Corp
(Name of Bidder)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 17th day of January, 2025 by David Stalowy the President of Central FI Environmental Corp, a Corporation (X) who is personally known to me or () who produced as identification.



Notary Public Christina Tabor

Print Name: Christina Tabor

My Commission Expires: 4/7/2026

NON-COLLUSION AFFIDAVIT of PRIME BIDDER

STATE OF Florida

COUNTY OF Seminole

David Staloway _____, being duly sworn, deposes and says that:

(1) He/she is President of Central Florida Environmental Corp
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 solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the 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 response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, 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.

David Staloway (Signed) President (Title)

STATE OF Florida

COUNTY OF Seminole

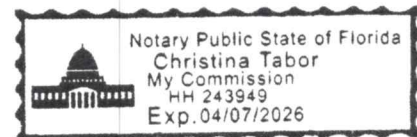
The foregoing instrument was acknowledged before me this January 17, 2025 by
David Staloway,

who is (X) personally known to me or (____) who has produced _____ as identification
and who (did / did not) take an oath.

Christina Tabor (Signature of Notary Public)

Christina Tabor (Name of Notary Typed, Printed or Stamped) Notary Public

HH 243949 (Commission Number)



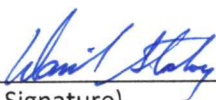
DRUG FREE WORKPLACE FORM

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

Central Florida Environmental Corp 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)

1/17/2025

(Date)

David Stalowy, president

(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.

1. This sworn statement is submitted with Bid for ITB 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park
2. This sworn statement is submitted by (Bidder) Central Florida Environmental Corp whose business address is

910 Belle Ave, #1040, Winter Springs FL 32708 and (if applicable) Federal Employer Identification Number (FEIN) is
59-3072378 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:
_____.

3. My name is David Stalowy and my relationship to the Bidder named above is President.

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:

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

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:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Seminole

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 17 day of January, 2025, and is personally known to me, or has provided _____ as identification.

Christina Tabor
Notary Public

My Commission expires: 4/7/2026



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.

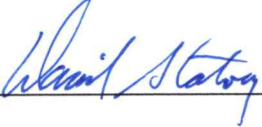
d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from 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: Central Florida Environmental Corp		Date: 1/17/2025
Signature of Authorized Certifying Official: 	Title: President	

E-VERIFY STATEMENT

Bid Number: ITB # 11-24-07 PH

Project Description: Erosion Control Countermeasures within Gee Creek at Moss Park

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: Central Florida Environmental Corp

Authorized Signature: 

Title: President

Date: 1/17/2025

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park**

This sworn statement is submitted by (Bidder) Central Florida Environmental Corp whose business address is
910 Belle Ave, #1040, Winter Springs FL 32708 and (if applicable) Federal Employer Identification Number (FEIN) is
59-3072378 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social
Security Number: _____.)

My name is David Stalowy and my relationship to the Bidder named above
is President.

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, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
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.

David Stalowy 1-17-2025
Signature Date:

STATE OF Florida

COUNTY OF Seminole

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 17th day of January, 2025, and is personally known to me, or
has provided _____ as identification.

Christina Tabor My Commission expires: 4/7/2026
Notary Signature



Appendix B
BID BOND FORM

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

Central Florida Environmental Corporation as Principal, and Merchants National Bonding, Inc. as
Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of Five percent of amount bid Dollars (\$ 5%-----) 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 Proposal, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the Work described as:

Replacement of Inlet Valve

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 17th day of January, 2025, 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.

Christina Labor
(Witness)

Central Florida Environmental Corporation

(Principal)

(Seal)

Dario Stalowy
DARIO Stalowy,

(Title) President

910 Belle Ave., Ste 1040, Winter Springs, FL 32708

(Address)

Merchants National Bonding, Inc.



(Surety)

(Seal)

Kevin Wojtowicz,
Kevin Wojtowicz,

(Title) Attorney-in-Fact & FL Resident Agent

4380 St Johns Pkwy, Ste 110, Sanford, FL 32771

INQUIRIES: (407)330-3990

(Address)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kevin Wojtowicz; Laura D Mosholder; Tracey C Brown

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



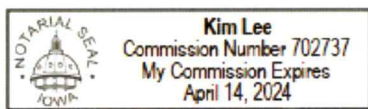
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of JANUARY, 2025.



William Warner Jr.
Secretary



City of Winter Springs

**Erosion Control Countermeasures within Gee Creek at Moss
Park**

ITB # 11-24-07PH

Section H – Florida State Corporate Filing

State of Florida

Department of State

I certify from the records of this office that CENTRAL FLORIDA ENVIRONMENTAL CORPORATION is a corporation organized under the laws of the State of Florida, filed on June 10, 1991.

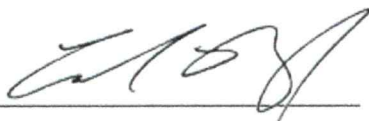
The document number of this corporation is S59402.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 2, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of January,
2025*




Secretary of State

Tracking Number: 0989337128CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

CENTRAL FLORIDA ENVIRONMENTAL CORPORATION

Filing Information

Document Number S59402
FEI/EIN Number 59-3072378
Date Filed 06/10/1991
State FL
Status ACTIVE

Principal Address

910 BELLE AVE.
SUITE #1040
WINTER SPRINGS, FL 32708

Changed: 01/25/2008

Mailing Address

910 BELLE AVE.
SUITE #1040
WINTER SPRINGS, FL 32708

Changed: 01/25/2008

Registered Agent Name & Address

STALOWY, DAVID E.
910 BELLE AVE.
#1040
WINTER SPRINGS, FL 32708

Address Changed: 01/25/2008

Officer/Director Detail

Name & Address

Title PVT

BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Carr & Collier Inc.

TAX ID# SNN or EIN: 20-3943756

BIDDER ADDRESS: 2864 W. Main Street, Leesburg, FL 34748

PURCHASE ORDER ADDRESS: 2864 W. Main Street, Leesburg, FL 34748

PHONE NUMBER: (352) 764-3700

COMPANY WEBSITE: N/A

COMPANY CONTACT (REP): Reynolds Holiman

CONTACT EMAIL ADDRESS: estimate@carrandcollier.com

SIGNATURE: 
Reynolds Holiman, Vice President

THE UNDERSIGNED:

- A. Acknowledges receipt of:
1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park
 2. Addenda:
Number: 1, Dated 12/20/2024.
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 services specified in this ITB at the prices quoted in the Bid 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

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: City of Casselberry - Project: Gee Creek Erosion Control Phase I Sheet Piling

Contact Person: Eric Brown

Address: 95 Triplet Lake Drive

City: Casselberry

State: Florida

Zip: 32707

Phone Number: (407) 262-7725 x1227

Project Cost: \$417,700.00

Date Performed: Completed
August 2017

Organization: City of Kissimmee - Project: Canterbury Lane Drainage Improvements

Contact Person: Ashley Willis

Address: 101 N. Church Street, Suite 301

City: Kissimmee

State: Florida

Zip: 34741

Phone Number: (407) 518-2177

Project Cost: \$838,600.00

Date Performed: Completed
October 2018

Organization: Seminole County - Project: DSR #4 Howell Creek Apts & DSR #7 Lockhart Smith Canal

Contact Person: Jedious Aggrey

Address: 100 E. First Street

City: Sanford

State: Florida

Zip: 32771

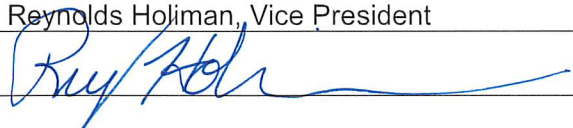
Phone Number: (407) 665-5707

Project Cost: \$3,030,664.29

Date Performed: Completed
July 2024

Bidder Representative

Typed Name/Title: Reynolds Holiman, Vice President

Bidder Representative Signature: 

Bidder: Carr & Collier Inc.

INSURANCE REQUIREMENTS 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.
☐ 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, a minimum level of insurance as stated above.

Carr & Collier Inc.

Bidder

Authorized Signature

Reynolds Holiman, Vice President

Officer Name and Title

January 17, 2025

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 Proposer 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 Terrorism Sectors List, created pursuant to s. 215.473; or
- c. 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;
- 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.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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 PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR PROPOSAL 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 Terrorism Sectors 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 Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.


(Authorized Signature)

Reynolds Holiman, Vice President
(Printed Name and Title)

Carr & Collier Inc.
(Name of Bidder)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization, this 17th day of January, 2025 by Reynolds Holiman the Vice President of Carr & Collier Inc., a Florida Corporation (X) who is personally known to me or () who produced N/A as identification.



Notary Public 
Print Name: Dianne Woods
My Commission Expires: May 21, 2028

NON-COLLUSION AFFIDAVIT of PRIME BIDDER

STATE OF Florida

COUNTY OF Lake

Reynolds Holiman, being duly sworn, deposes and says that:

(1) He/she is Vice President of Carr & Collier Inc.
Title Bidder

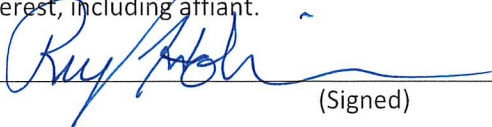
The Bidder that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the 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 response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, 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) Reynolds Holiman, Vice President (Title)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this January 17, 2025 by Reynolds Holiman,

who is (X) personally known to me or () who has produced N/A as identification and who (did / did not) take an oath.

 (Signature of Notary Public)



Dianne Woods (Name of Notary Typed, Printed or Stamped) Notary Public

HH 483915 (Commission Number)

DRUG FREE WORKPLACE FORM

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

Carr & Collier Inc. 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)

January 17, 2025
(Date)

Reynolds Holiman, Vice President
(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.

1. This sworn statement is submitted with Bid for ITB 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park

2. This sworn statement is submitted by (Bidder) Carr & Collier Inc. whose business address is

2864 W. Main Street, Leesburg, FL 34748 and (if applicable) Federal Employer Identification Number (FEIN) is

20-3943756 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:

N/A.

3. My name is Reynolds Holiman and my relationship to the Bidder named above is Vice President.

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:

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

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 Reynolds Holiman, Vice President

January 17, 2025
Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Lake

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 17th day of January, 2025, and is personally known to me, or has provided N/A as identification.

Dianne Woods

Notary Public Dianne Woods

My Commission expires: May 21, 2028



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: Carr & Collier Inc.		Date: January 17, 2025
Signature of Authorized Certifying Official: 	Title: Reynolds Holiman, Vice President	

E-VERIFY STATEMENT

Bid Number: ITB # 11-24-07 PH

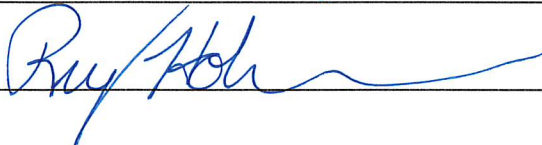
Project Description: Erosion Control Countermeasures within Gee Creek at Moss Park

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: Carr & Collier Inc.

Authorized Signature: 

Title: Reynolds Holiman, Vice President

Date: January 17, 2025

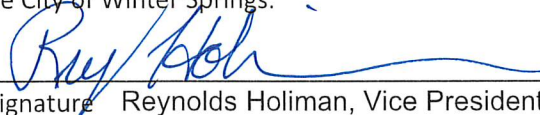
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park**

This sworn statement is submitted by (Bidder) Carr & Collier Inc. whose business address is
2864 W. Main Street, Leesburg, FL 34748 and (if applicable) Federal Employer Identification Number (FEIN) is
20-3943756 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social
Security Number: N/A.)

My name is Reynolds Holiman and my relationship to the Bidder named above
is Vice President.

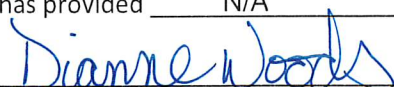
1. The above-named Bidder is submitting a Bid for the City of Winter Springs.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above Bid is being submitted and that 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, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
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.

 January 17, 2025
Signature Reynolds Holiman, Vice President Date:

STATE OF Florida

COUNTY OF Lake

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 17th day of January, 2025, and is personally known to me, or
has provided N/A as identification.


Notary Signature Dianne Woods

My Commission expires: May 21, 2028



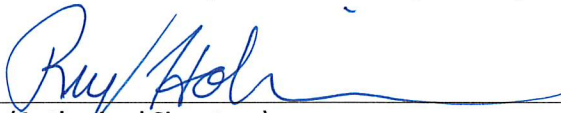
AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES § 787.06

Florida Statutes § 787.06(13) provides that:

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

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

- a. The Vendor, owners, or principals are aware of the requirements of Section § 787.06, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and do not use coercion for the labor or services contemplated in their Proposal response.


(Authorized Signature)

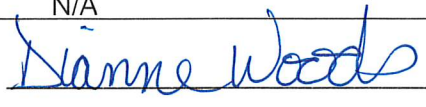
Reynolds Holiman, Vice President
(Printed Name and Title)

Carr & Collier Inc.
(Name of Proposer)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of (X) physical presence or (____) online notarization, this 17th day of January, 2025 by Reynolds Holiman the Vice President of Carr & Collier Inc., a Florida Corporation (X) who is personally known to me or (____) who produced N/A as identification.

Notary Public: 

Print Name: Dianne Woods

My Commission Expires: May 21, 2028



SMWBE UTILIZATION PLAN

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

Bidder Company Name: Carr & Collier Inc.

Project Name : ***Erosion Control Countermeasures within Gee Creek at Moss Park***

ITB Number : ***ITB # 11-24-07 PH***

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

EXHIBIT 1

Project Plans

Carr & Collier Inc. (CCI) supports SMWBE Utilization and Labor Surplus Area Firms. Throughout our many years in business and completed projects, we have developed strong relationships and partnerships with SMWBE subcontractors and vendors. We often utilize these firms on many of our projects regardless if there is a participation goal or not. Although this project is very specialized, we fully intend to utilize SMWBE firms where applicable.

Appendix A COST PROPOSAL WORKSHEET

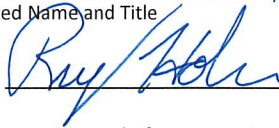
ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS	\$ 104,000.00	\$ 104,000.00
2	101-1b	Bonds and Insurance	1	LS	\$ 41,000.00	\$ 41,000.00
3	101-2a	Survey and construction layout	1	LS	\$ 25,000.00	\$ 25,000.00
4	101-2b	Record drawings and as-built plans	1	LS	\$ 3,000.00	\$ 3,000.00
5	102-1	Maintenance of traffic	1	LS	\$ 57,000.00	\$ 57,000.00
6	102-60	Furnish, install and maintain project identification sign	1	LS	\$ 1,300.00	\$ 1,300.00
7	102-99	Changeable variable message sign (temporary)	21	DA	\$ 50.00	\$ 1,050.00
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS	\$ 265,100.00	\$ 265,100.00
Sub Total Section 1						\$ 497,450.00
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF	\$ 15.00	\$ 6,450.00
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA	\$ 3,500.00	\$ 10,500.00
3	104-18	Inlet protection system	4	EA	\$ 250.00	\$ 1,000.00
4	110-1-1	Clearing and grubbing	0.26	AC	\$ 500,000.00	\$ 130,000.00
5	110-4-10	Removal of existing concrete	140	SY	\$ 70.00	\$ 9,800.00
6	120-5	Channel excavation	250	CY	\$ 150.00	\$ 37,500.00
7	120-6	Embankment	5	CY	\$ 300.00	\$ 1,500.00
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY	\$ 10,000.00	\$ 10,000.00
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY	\$ 2,900.00	\$ 40,600.00
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS	\$ 7,000.00	\$ 7,000.00
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF	\$ 500.00	\$ 3,500.00
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS	\$ 30,000.00	\$ 30,000.00
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF	\$ 35.00	\$ 147,000.00
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF	\$ 65.00	\$ 6,825.00
15	522-1	Concrete sidewalk, 4"	140	SY	\$ 90.00	\$ 12,600.00
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN	\$ 390.00	\$ 58,500.00
17	530-74	Bedding stone	60	TN	\$ 400.00	\$ 24,000.00
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF	\$ 150.00	\$ 3,000.00
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF	\$ 40.00	\$ 5,920.00
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA	\$ 2,555.00	\$ 2,555.00
21	570-1-2	Performance turf, Sod	1,000	SY	\$ 10.00	\$ 10,000.00
Sub Total Section 2						\$ 558,250.00

Bidder: Carr & Collier Inc.

Total Base Bid Amount = \$ **1,055,700.00**

By: Reynolds Holiman, Vice President
Printed Name and Title

Total Bid Alternate Amount (if Applicable) = \$ -

Signature/Date:  January 17, 2025

Total Amount ~ Base Bid and Bid Alternates = \$ **1,055,700.00**

Estimated Completion Time: 12 weeks from execution of Notice to Proceed to Final Completion

Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Appendix B
BID BOND FORM

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

Carr & Collier Inc. as Principal, and Philadelphia Indemnity Insurance Company as Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of FIVE percent of amount bid Dollars (\$ 5%) 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 Proposal, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as:

ITB # 11-24-07 PH
~~Replacement of Inlet Valve~~ Erosion Control Countermeasures within Gee Creek at Moss Park

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 17th day of January, 2025, 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.

Dianne Woods
(Witness) Dianne Woods

Carr & Collier Inc.

Ray Holiman
(Principal)

(Seal)



Reynolds Holiman, Vice President
(Title)

2864 W. Main Street, Leesburg, FL 34748

(Address)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

Trava Ridlon

(Title) Attorney-in-Fact & FL Resident Agent

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004-0950

(Address)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **L. Dale Waldorff, Benjamin H. French, Paul A. Locascio, Rebekah F. Sharp, K. Wayne Walker, Trava Ridlon, Heather Hudgins, JES Webb of M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$100,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

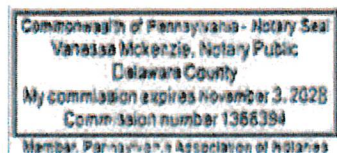


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Linwood, PA

My commission expires:

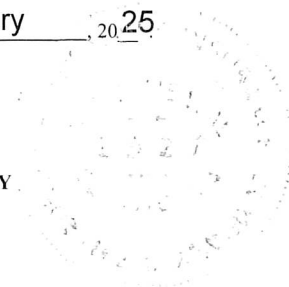
November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17 day of January, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Carr & Collier Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 2864 W. Main Street	Requester's name and address (optional)
6 City, state, and ZIP code Leesburg, FL 34748		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

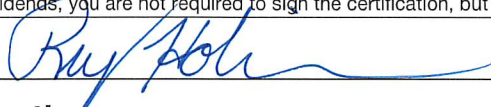
Social security number								
			-				-	
or								
Employer identification number								
2	0	-	3	9	4	3	7	5 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date January 17, 2025
------------------	---	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLIMAN, REYNOLDS C

CARR & COLLIER INC
2864 W. MAIN STREET
LEESBURG FL 34748

LICENSE NUMBER: CGC037504

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOLIMAN, REYNOLDS C

CARR & COLLIER INC

P. O. BOX 777

OKAHUMPKA FL 34762

LICENSE NUMBER: CUCC056650

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2025

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471		CONTACT NAME: Brenda Bouchard AAI, CPIW PHONE (A/C, No, Ext): (352) 732-5010 FAX (A/C, No): (352) 732-5344 E-MAIL ADDRESS: Brenda.Bouchard@bbrown.com																						
INSURED Carr & Collier, Inc. 2864 West Main Street Leesburg FL 34748		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>BITCO National Insurance Company</td><td>20109</td></tr><tr><td>INSURER B:</td><td>BITCO General Insurance Corporation</td><td>20095</td></tr><tr><td>INSURER C:</td><td>Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER D:</td><td>Navigators Specialty Insurance Company</td><td>36056</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BITCO National Insurance Company	20109	INSURER B:	BITCO General Insurance Corporation	20095	INSURER C:	Bridgefield Casualty Insurance Company	10335	INSURER D:	Navigators Specialty Insurance Company	36056	INSURER E:			INSURER F:		
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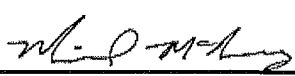
COVERAGES**CERTIFICATE NUMBER:** 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability			CLP3749151	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP3749152	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							Basic PIP \$ 10,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			CUP3749153	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
			\$				
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	19650870	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Pollution Liability			SF23ECPU00875NC	10/01/2023	10/01/2025	Each Incident \$2,000,000
		Aggregate \$2,000,000					
		Site Pollution \$1,000,000					

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

CERTIFICATE HOLDER**CANCELLATION**

City of Winter Springs 1126 E. State Road 434 Winter Springs FL 32708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BIDDER INFORMATION AND ACKNOWLEDGEMENT FORM

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

The undersigned Bidder does hereby agree to furnish the City of Winter Springs, Florida, the items listed in accordance with the minimum requirements/evaluation criteria 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: Garcia Civil Contractors

TAX ID# SNN or EIN: 85-1678853

BIDDER ADDRESS: 3361 Rouse Rd. Suite 240 Orlando, FL 32817

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: 407-580-6051

COMPANY WEBSITE: garciacivil.com

COMPANY CONTACT (REP): Eduardo Garcia

CONTACT EMAIL ADDRESS: ~~estimating@garcia.com~~

estimating@garciacivil.com

SIGNATURE: _____

THE UNDERSIGNED:

A. Acknowledges receipt of:

1. ITB # 11-24-07 PH Pertaining To: Erosion Control Countermeasures within Gee Creek at Moss Park

2. Addenda:

Number: 1, Dated 12-20-24

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 services specified in this ITB at the prices quoted in the Bid 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

For

ITB # 11-24-07 PH

Erosion Control Countermeasures within Gee Creek at Moss Park

Organization: See attached sheets

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: _____



Name of Project: CDBG: Sidewalk Infill Project Gilbert Street
Company or Project Owner: City of Titusville
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$185,999.63
Date of Award - month/year: May 2023
Date of Completion - month/year: September 2023
Schedule Met - yes/no: Yes
Nature of work: Project consisted of clear & grubbing and excavation for new ADA compliant pedestrian sidewalks and ramps, new 6" driveway installations, detectable warning surfaces, concrete curb, erosion control, maintenance of traffic, and new crosswalk installation.

Name of Project: CIP Sidewalk Improvement Project
Company or Project Owner: City of New Smyrna Beach
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$70,287.52
Date of Award - month/year: August 2023
Date of Completion - month/year: September 2023
Schedule Met - yes/no: Yes
Nature of work: Project consisted of clear & grubbing and excavation for new ADA compliant pedestrian sidewalks and ramps, new 6" driveway installations, detectable warning surfaces, embankment, erosion control, and maintenance of traffic.

Name of Project: CRA Sidewalk Project Phase I
Company or Project Owner: City of Apopka
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$259,507.97
Date of Award - month/year: May 2023
Date of Completion - month/year: October 2023
Schedule Met - yes/no: Yes
Nature of work: Project consisted of clear & grubbing and excavation for new ADA compliant pedestrian sidewalks and ramps, new 6" driveway apron installations, detectable warning surfaces, concrete curb, erosion control, and maintenance of traffic.

Name of Project: SR 417 Widening Boggy Creek Rd. to Narcoossee Rd.
Company or Project Owner: Central Florida Expressway Authority/ Ranger Construction
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sub
Value of Project (\$): \$70,976.00
Date of Award - month/year: June 2023
Date of Completion - month/year: November 2023
Schedule Met - yes/no: Yes
Nature of work: Project consisted of excavation and installation of trench drains.



Name of Project: City of Cape Canaveral PO 21896 and 21876
Company or Project Owner: City of Cape Canaveral
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$100,093
Date of Award - month/year: 2/7/2023
Date of Completion - month/year: 4/1/2023
Schedule Met - yes/no: Yes
Nature of work: Project consisted of clearing and grubbing, grading, concrete sidewalks, driveway aprons, sidewalk removal, ADA ramps, and curb installation.

Name of Project: Turnpike E8T88 Financial Project # 447080-1-52-01
Company or Project Owner: Turnpike Enterprise
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$416,174.54
Date of Award - month/year: 7/5/2022
Date of Completion - month/year: 03/31/2023
Schedule Met - yes/no: Yes
Nature of work: The work specified in this contract consisted of constructing a median concrete barrier wall on the SR 91 off ramp left turn closure at milepost 259.7, asphalt pavement, concrete curb and gutter, clearing and grubbing, pavement markings, removeable steel barrier wall and installation of crash cushion.

Name of Project: Florida Mall Superstation Construction Project
Company or Project Owner: LYNX – Central Florida Transportation Authority
Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Sole Prime Firm
Value of Project (\$): \$807,971.83
Date of Award - month/year: 11/14/2022
Date of Completion - month/year: Ongoing
Schedule Met - yes/no: On Schedule
Nature of work: The nature of this project includes the removal and demolition of existing bus stops, concrete sidewalks, and curbs, clearing and grubbing in preparation for the installation of concrete sidewalks, curbs, and new bus shelters. Incidental to the preparation of the site is the administration of the relocation of utilities performed by a subcontractor.



Name of Project: Denning/Fairbanks Right Turn Lane Construction (IFB21-23)

Company or Project Owner: City of Winter Park

Contract Role - Sole/Prime Firm OR Firm Sub-Firm: Prime

Value of Project (\$): \$644,916.57

Date of Award - month/year: July 2023

Date of Completion - month/year: Ongoing

Schedule Met - yes/no: yes

Nature of work: Construction of improvements to Denning Drive at the intersection of Fairbanks Avenue. Improvements consist of the installation of a new southbound right turn lane. Project consisted of clearing and grubbing of existing roadway for new roadway excavation and construction, milling and asphalt, new concrete curbs, sidewalk and driveways, guardrail removal and installation, and new vehicular traffic signal systems.

INSURANCE REQUIREMENTS 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.
☐ 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, a minimum level of insurance as stated above.

Garcia Civil Contractors

Bidder



Authorized Signature

Eduardo Garcia - Principal

Officer Name and Title

1-13-2025

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 Proposer 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 Terrorism Sectors List, created pursuant to s. 215.473; or
- c. 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 engaged 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;
- 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.
- e. Has been placed on a list created pursuant to s. 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

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 PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR PROPOSAL 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 Terrorism Sectors 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 Terrorism Sectors List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.



(Authorized Signature)

Eduardo Garcia - Principal

(Printed Name and Title)

Garcia Civil Contractors

(Name of Bidder)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or (____) online notarization, this 13 day of January, 2025 by Eduardo Garcia the Principal of Garcia Civil Contractors, a Principal (X) who is personally known to me or (____) who produced _____ as identification.

Notary Public



Print Name: Marisol Maldonado

My Commission Expires: 02-27-2028



MARISOL MALDONADO
Commission # HH 497242
Expires February 27, 2028

NON-COLLUSION AFFIDAVIT of PRIME BIDDER

STATE OF Florida

COUNTY OF Orange

Eduardo Garcia, being duly sworn, deposes and says that:

(1) He/she is Principal of Garcia Civil Contractors
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 solicitation.

(3) Such Bid is genuine and is not a collusive or sham solicitation.

(4) Neither the 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 response in connection with the ITB for which the attached Bid has been submitted or to refrain from proposing in connection with such ITB, 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)

Principal
(Title)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 01-13-2025 by
Eduardo Garcia,

who is (X) personally known to me or () who has produced _____ as identification
and who (did / did not) take an oath.



(Signature of Notary Public)



MARISOL MALDONADO
Commission # HH 497242
Expires February 27, 2028

Marisol Maldonado (Name of Notary Typed, Printed or Stamped) Notary Public

HH 497 242 (Commission Number)

DRUG FREE WORKPLACE FORM

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

Garcia Civil Contractors 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)

01-13-2025

(Date)

Eduardo Garcia

(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.

1. This sworn statement is submitted with Bid for ITB 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park

2. This sworn statement is submitted by (Bidder) Garcia Civil Contractors whose business address is

3361 Rouse Rd. Suite 240 Orlando, FL 32817 and (if applicable) Federal Employer Identification Number (FEIN) is

85-1678853 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:

3. My name is Eduardo Garcia and my relationship to the Bidder named above is Principal.

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:

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

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

01-13-2025

Date:

PUBLIC ENTITY CRIMES STATEMENT cont.

STATE OF Florida

COUNTY OF Orange

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 13 day of January, 2025, and is personally known to me, or has provided _____ as identification.

M. Maldonado
Notary Public

My Commission expires: 02-27-2025



MARISOL MALDONADO
Commission # HH 497242
Expires February 27, 2028

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: Garcia Civil Contractors		Date: 01-13-2025
Signature of Authorized Certifying Official: 	Title: Principal	

E-VERIFY STATEMENT

Bid Number: ITB # 11-24-07 PH

Project Description: Erosion Control Countermeasures within Gee Creek at Moss Park

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: Garcia Civil Contractors

Authorized Signature: 

Title: Principal

Date: 01-13-2025

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid for **ITB # 11-24-07 PH Erosion Control Countermeasures within Gee Creek at Moss Park**

This sworn statement is submitted by (Bidder) Garcia Civil Contractors whose business address is
3361 Rouse Rd. Suite 240 Orlando, FL 32817 and (if applicable) Federal Employer Identification Number (FEIN) is
85-1678853 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social
Security Number: _____.)

My name is Eduardo Garcia and my relationship to the Bidder named above

is Principal.

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, should the Bidder be awarded a contract after successful negotiation, the execution and approval of such contract by the City of Winter Springs City Commission shall not create a conflict of interest under Chapter 112, Florida Statutes, Code of Ethics for Public Officers. I further certify that no member of the Bidder's ownership or management is a spouse, child or "relative" as defined in Section 112.3142, Florida Statutes, of a current City Commission member.
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

01-13-2025

Date:

STATE OF Florida

COUNTY OF Orange

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 13 day of January, 2025, and is personally known to me, or has provided _____ as identification.



Notary Signature

My Commission expires: 02-27-2028



MARISOL MALDONADO
Commission # HH 497242
Expires February 27, 2028

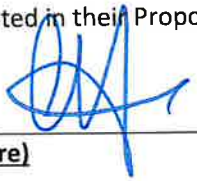
AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES § 787.06

Florida Statutes § 787.06(13) provides that:

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

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

- a. The Vendor, owners, or principals are aware of the requirements of Section § 787.06, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and do not use coercion for the labor or services contemplated in their Proposal response.



(Authorized Signature)

Eduardo Garcia - Principal

(Printed Name and Title)

Eduardo Garcia

(Name of Proposer)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of (X) physical presence or (_____) online notarization, this 13 day of January, 2025 by Eduardo Garcia the Principal of Garcia Civil Contractors, a Principal (X) who is personally known to me or (_____) who produced _____ as identification.

Notary Public: _____

Print Name: Marisol Maldonado

My Commission Expires: 02-27-2028



MARISOL MALDONADO
Commission # HH 497242
Expires February 27, 2028

SMWBE UTILIZATION PLAN

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

Bidder Company Name: Garcia Civil Contractors

Project Name : ***Erosion Control Countermeasures within Gee Creek at Moss Park***

ITB Number : ***ITB # 11-24-07 PH***

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

Appendix A

COST PROPOSAL WORKSHEET

ITB 11-24-07 PH Gee Creek at Moss Park Erosion Control Project Cost Proposal Worksheet						
Item No.	Pay Item	Item Description	Item Qty.	Unit of Measure	Unit Cost	Total Cost
Section 1 - General Category						
1	101-1a	Mobilization	1	LS		\$ 147,257.50
2	101-1b	Bonds and Insurance	1	LS		\$ 26,300
3	101-2a	Survey and construction layout	1	LS		\$ 78,900
4	101-2b	Record drawings and as-built plans	1	LS		\$ 13,150
5	102-1	Maintenance of traffic	1	LS		\$ 4602.50
6	102-60	Furnish, install and maintain project identification sign	1	LS		\$ 914.58
7	102-99	Changeable variable message sign (temporary)	21	DA	281.41	\$ 5909.61
8	104-0-1	Prevention, control and abatement of erosion and water pollution	1	LS		\$ 1055.29
Sub Total Section 1						\$ -
Section 2 - Construction Category						
1	104-13-1	Staked silt fence, Type III	430	LF	8.07	\$ 3470.10
2	104-15	Gravel construction entrance (soil tracking prevention device)	3	EA	6263.21	\$ 18789.63
3	104-18	Inlet protection system	4	EA	373.42	\$ 1493.68
4	110-1-1	Clearing and grubbing	0.26	AC		\$ 48,813.64
5	110-4-10	Removal of existing concrete	140	SY	65.61	\$ 9213.40
6	120-5	Channel excavation	250	CY	172.98	\$ 43,245
7	120-6	Embankment	5	CY	442.42	\$ 2212.10
8	400-4-1	Concrete Class IV, 30" Pipe Collar	1	CY		\$ 16471.02
9	400-4-11a	Concrete Class IV, Sheet Pile Cap	14	CY	2294.53	\$ 32,123.42
10	400-4-11b	Modified Sheet Pile Cap, 8" Water Main Penetration	1	LS		\$ 4956.80
11	430-175-130	Pipe Culvert, Optional Material, Round, 30" S/CD	7	LF	531.86	\$ 4073.02
12	455-133-3a	Sheet Piling, Structural Engineering Design	1	LS		\$ 98,625.00
13	455-133-3b	Sheet Piling, Steel, Permanent	4,200	SF	96.166	\$ 405,972.00
14	515-1-2	Pipe handrail - guiderail, Aluminum	105	LF	134.60	\$ 14,133.00
15	522-1	Concrete sidewalk, 4"	140	SY	103.97	\$ 14,555.80
16	530-3-4	Riprap, Rubble, Ditch lining	150	TN	220.75	\$ 33,112.50
17	530-74	Bedding stone	60.0	TN	367.65	\$ 22,059.00
18	538-1	Guardrail, Reset (remove and replace existing)	20	LF	1213.09	\$ 24,261.80
19	550-10-220	Fencing, Type B, 0-6 ft, Standard	148	LF	131.50	\$ 19,462.00
20	550-60-222	Fence Gate, Type B, Single, 6.1-12.0 ft opening	1	EA		\$ 6575.00
21	570-1-2	Performance turf, Sod	1,000	SY	10.77	\$ 10,770.00
Sub Total Section 2						\$ -

Bidder: Garin Civil Contractors
 By: Edwardo Guerra, principal
 Printed Name and Title

Signature/Date: [Signature] 1/17/25

Estimated Completion Time: 12 weeks from execution of Notice to Proceed to Final Completion

Total Base Bid Amount = \$ 1,102,527.44

Total Bid Alternate Amount (if Applicable) = \$ 0

Total Amount ~ Base Bid and Bid Alternates = \$ 1,102,527.44

Cost proposed is inclusive of all costs necessary to complete the project as defined in the ITB

Appendix B
BID BOND FORM

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

Garcia Civil Contractors LLC as Principal, and The Gray Casualty & Surety Company as
Surety, are hereby and firmly bound unto the CITY OF WINTER SPRINGS as OWNER, in the penal

sum of Five Percent of Amount Bid----- Dollars (\$ -----5%-----) 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 Proposal, attached hereto and hereby made a part hereof to enter into a
contract in writing, for the Work described as:

Replacement of Inlet Valve

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.

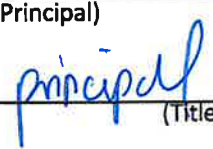
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by an extension of the time within which the OWNER
may accept such Bid; and said Surety does hereby give waive notice of any such extension.

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

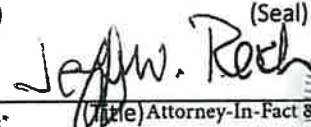
several seals this 17th day of January, 2025, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.


(Witness)


Garcia Civil Contractors LLC
(Principal)


(Title)

3361 Rouse Road, Suite 240 ,Orlando , FL 32817
(Address)
The Gray Casualty & Surety Company
(Surety)


Jeffrey W. Reich*
(Seal) Attorney-In-Fact &
FL Licensed Resident Agent

PO Box 6202, Metairie, LA 70009-6202
(Address) *Inquiries: 407-786-7770



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Garcia Civil Contractors LLC
Project: ITB # 11-24-07 PH, Erosion Control Countermeasures within Gee Creek at Moss Park

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Susan L. Reich, Jeffrey W. Relch, Kim E. Niv, Teresa L. Durham, Sonja Amanda Floree Harris, Cheryl A. Foley, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

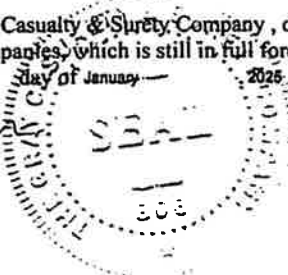
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of January, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of January, 2025.

Leigh Anne Henican



ITB/RFP Bid Registration List**ITB: 11-24-07 PH****Posted: 11/29/24****Received: 01/17/25****Name: Gee Creek Erosion Control Countermeasures**Organization: Garcia Civil ContractorsContact Person: Eduardo GarciaAddress: 3361 Rouse Road, Suite 240City: OrlandoState: FLZip: 32817Phone Number: (407) 580-6051 estimating@garciacivil.comBid Cost: \$1,102,527.44

complete

Organization: Cathcart Construction CompanyContact Person: Matt BlantonAddress: 1056 Wila Springs DriveCity: Winter SpringsState: FLZip: 32708Phone Number: (407) 629-2900 mblanton@cathcartconstructioncompany.comBid Cost: \$762,620.00

complete

Organization: Construct Co IncContact Person: Lindsey BuchananAddress: P.O. Box 536488City: OrlandoState: FLZip: 32853Phone Number: (407) 282-5340 lindsey@constructco-inc.comBid Cost: \$1,763,578.42

Complete

Organization: Carr & CollierContact Person: Reynolds HolimanAddress: 2864 W. Main StreetCity: LeesburgState: FLZip: 34748Phone Number: (352) 764-3700 estimate@carrandcollier.comBid Cost: \$1,055,700.00

Complete

Person Opening Bids: Stuart MacheanWitnessed By: [Signature]Opening Date: 01/17/25Opening Time: 2:03 pm

ITB/RFP Bid Registration List

ITB: 11-24-07 PH

Posted: 11/29/24

Received: 01/17/25

Name: Gee Creek Erosion Control Countermeasures

3 Organization: CFE Central Florida Environmental Corp
Contact Person: David Stalowy
Address: 910 Belle Ave, #1040
City: Winter Springs State: FL Zip: 32708
Phone Number: (407) Stalzz@aol.com
Bid Cost: \$878,288.26

Complete

Organization: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: () _____
Bid Cost: _____

Organization: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: () _____
Bid Cost: _____

Organization: _____
Contact Person: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: () _____
Bid Cost: _____

Person Opening Bids: Stuart Maclean
Witnessed By: Roy Cerni
Opening Date: 01/17/25 Opening Time: 2:03 pm



Bid Received Log

ITB: 11-24-07 PH

ITB: Gee Creek Erosion Control Countermeasures

Release Date: Nov. 29, 2024

Close Date: Jan. 17, 2025

	Vendor Name	Date Rec'd	Time Rec'd	How Rec'd	Initials
1	Carroll Collier Inc	1/17/25	1:37	Hand Del	H32
2	Construct Co	1/17/25	1:40	Hand Del	H32
3	Cathcart	1/17/25	1:45	Hand Del	W31
4	Garcia Civil Contractors	✓	1:47	✓	W31
5	CTE	✓	1:50	✓	W31
6					
7					
8					
9					
10					

CONSENT AGENDA ITEM 304

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Fiscal Year (FY) 2026 Budget Calendar

SUMMARY

Approval of the Budget Calendar is needed in order to establish a timeline for the FY 2026 budget process. The most critical events have been emphasized/bolded on the attached proposed FY 2026 Budget Calendar. The proposed millage rate, rolled back rate, and public hearing must be sent to Property Appraiser within 35 days of certification of value. This is currently estimated to be August 4, 2025.

FUNDING SOURCE

RECOMMENDATION

Staff recommends that the City Commission approve the FY 2026 Budget Calendar or amend as it deems necessary.

FY 2026 Budget Calendar

City of Winter Springs

Key dates in **BOLD**

Proposed:

Date	Function
February 10	Commission establishes FY 2026 Budget Calendar
by July 1	Transmission of Proposed 2026 Budget - budget placed on Shared Drive and Website

Tentative:

by July 1	Property Appraiser submits DR 420 Certification of Value
July 14	Budget Workshop
July 14	Commission establishes millage cap (DR 420 tentative millage rates via Resolution)
August 4	Deadline to Notice Property Appraiser of: Proposed Millage Rate / Rolled-back Rate / Date, Time, Place of Public Hearing (Must be sent within 35 days of certification of value)
August 24	Deadline for Property Appraiser to send TRIM Notice to property owners (Considered notification of Tentative public hearing; must be mailed by PA within 55 days of value certification)
September 8	Public Hearing (Tentative) Tentative millage and budget hearing (Resolutions) (Must be within 80 days of value certification but not earlier than 65 days after certification)

Final/Adopted:

September 18	Advertisement publication date (Thursday for Seminole Extra) for final millage and budget hearing (Final public hearing must be within 15 days of the tentative public hearing)
September 22	Public Hearing (Final) Final millage and budget hearing - Adoption of final millage and budget must be done separately and in that order (Resolutions) (Hearing must be held not less than 2 days or more than 5 days after advertisement is published)
by September 25	Resolution to Property Appraiser Resolution to Tax Collector (Must be submitted within 3 days after adoption of final millage rate)
by October 22	Electronically submit TRIM package to Property Tax Administration Program Department of Revenue (Must be submitted within 30 days of final adoption)



CONSENT AGENDA ITEM 305

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Surplus Assets

SUMMARY

The attached surplus asset list details fixed assets that are no longer functional or needed and will be disposed of according to the City Fixed Asset Procedure.

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission authorize the disposition of surplus assets according to the attached disposition sheet.

Comission Date	Surplus Assets	Methods of Disposal
2/10/2025		1 - Auction/Sale 6 - Totaled/Accident 2 - eWaste 7 - Lost 3 - Destroy 8 - Stolen 4 - Salvage 9 - Donated 5 - Trade-in 10 - Transfer

Department	Description	Asset #	Acquisition Date	Original Cost	Method of Disposal
Police Dept	002 - 2012 Chevrolet Camaro	301925	12/30/2011	\$ 27,100	1
Police Dept	054 - 2013 IMPALA	302005	12/13/2013	\$ 26,320	1
Police Dept	076 - 2013 IMPALA	302006	12/13/2013	\$ 26,320	1
Police Dept	007 - 2007 Chev Trailblazer	301670	1/11/2007	\$ 17,050	1
Utilities	751 - 2002 Ford F-150 Truck	307652	1/23/2002	\$ 16,995	1
Utilities	733 - 1999 Ford F-250 Super Duty	307637	3/30/1998	\$ 24,237	1
Public Works	Equip Eagle Vehicle Lift	307702	8/27/2003	N/A - Controlled	4

CONSENT AGENDA ITEM 306

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Municipal Services Agreement, Winter Springs Senior Center Inc.

SUMMARY

During recent City Commission meetings, the Commission provided direction to City Staff regarding desired updates to the existing Municipal Services Agreement with the Winter Springs Senior Center Inc.

On January 13th, City Staff met with the board of the Winter Springs Senior Center Inc. to discuss potential updates for inclusion in the agreement. All proposed revisions have been incorporated into the attached redlined copy of the Municipal Services Agreement for review.

FUNDING SOURCE

RECOMMENDATION

City Staff is recommending City Commission review and approve the revised Municipal Services Agreement with the Winter Springs Senior Center Inc.

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of November, 202509, by and between the **CITY OF WINTER SPRINGS, FLORIDA**, a Florida municipal corporation with its principal location at 1126 East State Road 434, Winter Springs, Florida 32708 ("City") and **WINTER SPRINGS SENIOR CENTER, INC.**, a Florida ~~nonprofit~~ not for profit corporation with its principal place of business located at 400 North Edgemon Avenue, Winter Springs, Florida 32708 ("Service Provider").

RECITALS:

WHEREAS, the City desires to continue providing wholesome and entertaining programs, functions, and services to its senior citizens; and

WHEREAS, the City finds that these programs, functions, and services serve a public purposes; and

WHEREAS, the Service Provider is a not-for-profit Florida corporation, which desires to continue providing senior programs, functions, and services for the benefit of the citizens of the City of Winter Springs; and

WHEREAS, the City Council believes the programs and services to be provided through the programs of the Service Provider within the City of Winter Springs have and will continue to benefit all residents of the City, especially the seniors; and

WHEREAS, the Service Provider has requested to assist the City in ~~off-setting~~ offsetting the costs associated with providing the programs, functions and services necessary to meet the needs and desires of the residents of the City; and

WHEREAS, the parties recognize that ~~that~~ this Agreement is necessary to ensure that the programs, functions and services provided pursuant to this Agreement ultimately serve the aforesaid public purpose; and

WHEREAS, the City and Service Provider previously entered into a Municipal Services Agreement for the Service Provider to provide programs within the City of Winter Springs, executed on November 18, 2009; and

WHEREAS, the City and Service Provider desire to continue their established relationship while amending the precise terms of the Agreement between the Parties and the responsibilities of each Party under this Agreement; and

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WHEREAS, the parties agree that the services provided by the Service Provider hereunder are for the benefit of the public health, safety, welfare, convenience and morals of the citizens of the City of Winter Springs.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration, which the parties agree has been exchanged and received, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by this reference.

2.0 **Definitions.** For purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise:

- (a) "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Service Provider to provide the Municipal Services stated herein.
- (b) "City" is the City of Winter Springs, a Florida municipal corporation.
- (c) "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not be effective against any party until said date.
- (d) "Facilities" shall mean the senior center owned by the City and located ~~on~~ at 400 N. Edgemon Drive in Winter Springs, Seminole County, Florida.
- (e) "Funds" shall mean the monies paid by the City to the Service Provider in accordance with paragraph 4.0 of this Agreement, if any.
- (f) "Public Records" ~~are~~ is as described in ~~Section 119.011(1), Chapter 119, Florida Statutes.~~
- (~~g~~) "Service Provider" is Winter Springs Senior Center, Inc., a Florida non-profit corporation.
- (~~g~~) "Work" or "Municipal Services" shall be used interchangeably and shall refer to the performance of the services outlined in paragraph 5.0 of this Agreement.
- (~~h~~) "Wrongfully Expended Funds" is defined in paragraph 15.0 of this Agreement.

Municipal Services Agreement
City of Winter Springs and Winter Springs Senior Center, Inc.
Page 2 of 17

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3.0 **Engagement.** The City desires to maintain a recreational and cultural program for seniors which will be hosted primarily at the Facilities. In furtherance of this desire, the City hereby engages the Service ~~Provider~~Provider, and the Service Provider agrees to perform the Municipal Services outlined in paragraph 5.0 of this Agreement under the terms and conditions herein.

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4.0 **Funds; Use of City of Winter Springs Senior Center Facilities.**

(a) The City ~~is not be~~shall not be responsible for funding the municipal services provided by Service Provider under this Agreement. The parties recognize that Service Provider raises revenue through membership dues, donations, fees, and surplus proceeds earned through programs, services, and functions held by Service Provider from time-to-time ("Revenue"). Service Provider agrees that this Revenue, less Service Provider's reasonable business expenses and charitable donations, will be used to fund programs, services, and functions provided by Service Provider under this Agreement. However, at the City's sole and absolute discretion, the City may choose to also fund, in whole or in part, other or supplemental programs, functions, and services for seniors at the Facilities. Said programs, functions, and services may be performed independent of those programs, functions, and services provided by Service Provider, or alternatively, they may be performed together with the Service Provider. Any funds provided by the City under this Agreement must be lawfully budgeted and appropriated for such purpose during the City's current fiscal year.

(b) Subject to the provisions of Paragraph 8.0 of this Agreement, Service Provider shall have the use of the Facilities to provide the programs, functions, and services required by this Agreement. It is understood that the Service Provider may have the use of the Facilities for their membership activities provided said activities are in furtherance of, and consistent with, the programs, functions, and services required by this Agreement.

5.0 **Municipal Services Provided by Service Provider.** In cooperation with the City, the Service Provider agrees, at its expense, to coordinate and provide programs, functions, and services for senior citizens at the Facilities. Said senior programs, functions, and services shall include:

5.1 Educational classes and seminars related to computers, driving, internet usage, Art, AARP sponsored programs, medical issues, and other informative topics deemed reasonable for a cultural and recreational senior center.

5.2 Exercise classes such as Tai Chi, Yoga, Jazzercise, swimming, and similar activities.

5.3 Dance classes and events.

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5.4 BINGO pursuant to the terms and conditions of paragraph 7.0.

5.5 Recreational games such as Bridge, ~~Billards~~Billiards, Cards, BUNCO, and similar activities subject to the terms and conditions of paragraph 7.0.

~~5.6~~ Organized breakfasts, luncheons and dinners.

(a) ~~City employees may assist the Service Provider with tasks related to providing organized breakfasts, luncheons, and dinners, including but not limited to assisting with setting up for meal services, serving meals, accepting and unpacking food deliveries, and cleaning following meal services.~~

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5.7 Field trips to museums, events, or other attractions.

5.8 Book and movie clubs.

5.9 Other programs, functions, and services approved by Service Provider and the City.

6.0 **Additional Responsibilities of Service Provider.**

6.1 Service Provider will provide and maintain ~~a number of~~ computers and printers for use by seniors at the Facilities. Said computers will have an internet connection. Service Provider agrees to provide, at its expense, the internet service and computer supplies such as paper, ink, and other supplies for the computers and printers.

6.2 Service Provider will provide an updated monthly calendar of senior programs, functions, and services. ~~City employees may be available to assist with electronic formatting of the calendar. To the extent that the calendar is contained within a newsletter or other document, City employees may be available to assist with electronic formatting of the newsletter or other document.~~

(a) ~~The calendar does not reflect the official positions, statements, or opinions of the City.~~

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(b) ~~Any newsletters, pamphlets, brochures, or any other documents produced by the Service Provider, including any advertisements contained within said newsletters, pamphlets, brochures, or other documents, do not reflect the official positions, statements, or opinions of the City.~~

Municipal Services Agreement
City of Winter Springs and Winter Springs Senior Center, Inc.
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6.3 Service Provider will provide and maintain an adequate stock of miscellaneous beverage supplies for the kitchen at the Facilities including coffee, tea, creamers, and milk. In addition, Service Provider will also provide and maintain miscellaneous paper products for the kitchen at the Facilities such as paper plates and utensils, paper towels, and napkins. The beverage supplies and paper products provided by the Service Provider shall only be used for the senior programs, functions, and services.

6.4 With the City's prior written approval, Service Provider may also provide and maintain other equipment and furniture at the Facilities. However, to the extent that the equipment and furniture is not donated to, and accepted by, the City, said equipment and furniture must be inventoried at all times by mutual agreement of the parties. In addition, such equipment and furniture, to the extent physically feasible, must be properly labeled by Service Provider with an identification tag or permanent marker evidencing Service Provider's ownership. Any of Service Provider's equipment or furniture located at the Facilities prior to the effective date of this Agreement, will be inventoried and tagged, or marked within thirty (30) days by mutual agreement of Service Provider and City. The City shall not be liable for any loss or damage to Service Provider's equipment and furniture located at the Facilities, unless such loss or damage was directly caused by a City employee.

6.5 Service Provider will be responsible for routine clean-up after every program, function, or service provided by Service Provider at the Facilities including, but not limited to, disposing of trash, removing debris from tables and the floor, washing dishes, pots, and utensils, and putting away items in their assigned place. City employees may assist with clean-up following services, including but not limited to assisting with lifting heavy items, moving items, taking out trash, cleaning floors and surfaces, and related tasks.

7.0 **Gambling Prohibited.** Gambling at the Facilities is strictly prohibited. In furtherance of this prohibition, Service Provider agrees to periodically advise its members of this prohibition at appropriate times, and to take such actions that are necessary to prohibit its members and any invitee thereof from gambling at the Facilities.

Notwithstanding the foregoing, in accordance with Florida law, the following activities shall not be considered gambling: (1) BINGO provided the BINGO activity is conducted in accordance with section 849.0931, Florida Statutes, as may be amended; and (2) Penny-ante games defined and conducted in accordance with section 849.085, Florida Statutes, as may be amended. Service Provider shall familiarize itself with the aforementioned statutes. A copy of the current applicable statutes are attached hereto as EXHIBIT "A."

8.0 **City's Use and Maintenance of Facilities.** Service Provider understands and agrees that the Facilities are owned by the City, and that as owners, the City has the priority right to use the Facilities for other municipal purposes, and to maintain said Facilities. Service Provider also understands and agrees that the municipal services provided by Service Provider

Municipal Services Agreement
City of Winter Springs and Winter Springs Senior Center, Inc.
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hereunder may need to be rescheduled because of, or coordinated in advance with, the City's other scheduled events for the Facilities or the City's maintenance of the Facilities. Service Provider agrees to fully cooperate with the City in scheduling and conducting any programs, functions, and services at the Facilities.

9.0 **Association Membership.** The parties recognize that Service Provider has adopted By-Laws whereby individuals, who are fifty-five years of age and older and residents of Seminole County, are eligible to become members of the association organized and managed by Service Provider. In addition, members are required to pay annual dues to become a member of the association. The City understands that this is a private membership organized under Florida corporate law. Further, the City agrees that the Service Provider may continue to offer this private membership opportunity in conjunction with the services provided hereunder. However, Service Provider understands and agrees that individuals do not have to become members of the association in order to use the Facilities. While Service Provider may explain the benefits and privileges of becoming a member of the association, Service Provider shall not represent to any individual, under any circumstance, that membership in the association is a condition for using the Facilities, or participating in a senior function, program, and service provided by the City under this Agreement.

10.0 **Background Checks; Employment Restrictions.**

10.1 To the extent required by the City or law, Service Provider shall conduct criminal, civil and employment background checks on the officers, employees, and volunteers hired or retained by Service Provider. Upon request by the City, the results of these background checks shall be made immediately available to the City for inspection.

10.2 Service Provider shall not allow any of its officers, employees or volunteers to perform any services that are provided hereunder if said officer, employee or volunteer has been convicted, or found in violation of, any elder abuse statute including, but not limited to, section 825.102, Florida Statutes and ~~chapter~~ Chapter 415, Florida Statutes. For purposes of this subsection, the terms "convicted" or "found in violation of" shall include not only a court adjudication of guilty or civil judgment in ~~violation, but~~ violation but, shall also include a plea of nolo contendere and any pending formal criminal charge or pending civil action brought against an officer, employee, or volunteer of Service Provider.

11.0 **Facilities Rules Adopted by the City.** The City has the sole and absolute discretion to adopt rules and procedures for the use of the Facilities. Service Provider agrees to familiarize itself with the rules and procedures and to abide by them at all times. Moreover, Service Provider will enforce said rules and procedures against individuals or its members to the extent said individuals or members are participating in any services, functions, or programs provided by Service Provider hereunder.

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12.0 **Professionalism and Standard of Care.** The Service Provider shall do, perform and carry out in a professional manner all services required to be performed by this Agreement. Service Provider shall also use the degree of care and skill in performing the services that are ordinarily exercised under similar circumstances by reputable members of Service Provider's profession working in the same or similar locality as Service Provider.

13.0 **Submittal of Progress Reports.** ~~On an annual basis, the~~ The Service Provider shall provide an annual financial report to the City. In addition, Service Provider shall submit upon request of the City a written progress report as to the status of all services set forth in this Agreement and to the success of the project. The report shall in a sufficient manner demonstrate that any Funds expended were used to provide senior programs, functions, and services to Facilities. If the detail in any report is not sufficient in the City Manager's reasonable discretion to permit the City to determine the financial status of the Service Provider, services performed or the manner in which services are being performed, the City may seek more detailed information from the Service Provider. Service Provider agrees to provide that information within a reasonable time period.

14.0 **Warranty of Professional Services.** The Service Provider (for itself and any of its employees, contractors, partners, and agents used to perform the services provided hereunder) hereby warrants unto the City that all of its employees (and those of any of its contractors, partners, and agents used to perform the services) have sufficient experience to properly complete the services specified herein or as may be performed pursuant to this Agreement. In pursuit of any services, the Service Provider shall supervise and direct the services, using its best skill and attention and shall enforce strict discipline and good order among its employees. The Service Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority hearing on the performance of the services.

15.0 **Services are a Private Undertaking.** With regard to any and all services performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the City and Service Provider is such that the Service Provider is an independent contractor and not an agent of the City. The Service Provider, its officers, contractors, partners, agents, volunteers, and their employees are independent contractors and not employees of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City, on one hand, and the Service Provider, its officers, contractors, partners, employees, volunteers, or agents, during or after the performance of the services under this Agreement.

16.0 **Compliance Monitoring.** Service Provider agrees that City control and monitoring of any Funds provided by the City hereunder is necessary to ~~insure~~ensure that Service Provider is expending said Funds in furtherance of the public purposes declared by the City under this Agreement.

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17.0 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the “Public Records Laws”), Service Provider agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Service Provider related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the Service Provider. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Service Provider are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as “public records”), they may not be destroyed without the specific written approval of the City’s designated custodian of public records. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Service Provider be open and freely exhibited to the City for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5999, cgowan@winterspringsfl.org or cityclerkdepartment@winterspringsfl.org, 1126 East State Road 434, Winter Springs, Florida, 32708.

Service Provider is required to and agrees to comply with public records laws. Service Provider shall keep and maintain all public records required by the City to perform the services as agreed to herein. Service Provider shall provide the City, upon request from the City Clerk, copies 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 cost provided by law. Service Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, Service Provider shall transfer to the City, at no cost, copies of all public

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records in possession of the Service Provider, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the Service Provider shall continue to keep and maintain the public records upon completion of the Agreement and 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 Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Service Provider of the request and the Service Provider shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the Service Provider does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Service Provider acknowledges that if the Service Provider does not provide the public records to the City within a reasonable time, the Service Provider may be subject to penalties under Section 119.10, Florida Statutes. The Service Provider acknowledges that if a civil action is filed against the Service Provider to compel production of public records relating to this Agreement, the court may assess and award against Service Provider the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Service Provider, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Service Provider to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Service Provider fails to comply with this Section, and the City must enforce this Section, or the City suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Service Provider's failure to comply with this Section, the City shall collect from Service Provider prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Service Provider. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Service Provider's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement. Service Provider agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement, or in connection with any Funds provided by the City and expended by Service Provider pursuant to this Agreement, are considered public records pursuant to Chapter 119, Florida Statutes. All public records shall be retained for a period of three (3) years after the termination of this Agreement, or after resolution of all on-going state or local audits, whichever occurs later.

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18.0 **Audit and Inspections.** All Service Provider's records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. If said records are located on property owned, leased, or used by Service Provider or its officers, the City shall be given a right of entry onto said property for purposes of performing the audit and examination authorized by this paragraph. Any deficiencies noted in audit reports must be fully cleared by the Service Provider within thirty (30) days after receipt by the Service Provider. Failure of the Service Provider to comply with the above audit requirements will constitute a material breach of this Agreement and may result, at the sole discretion of the City, in the withholding of future Funds or immediate return to the City any Funds provided by this Agreement.

19.0 **Civil Rights.** The Service Provider agrees to comply with any and all federal, state and local civil rights laws, including, but not limited to Title VI of the Civil Rights Act of 1964 as amended; Title VII of Civil Rights Act of 1968 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age and Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

20.0 **Nondiscrimination.** The Service Provider will not discriminate against any person because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to providing services under this Agreement. The Service Provider will take affirmative action to insure that all employment practices and services provided hereunder are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Service Provider agrees to provide notice to all its existing and prospective officers, employees, and volunteers of the provisions of this nondiscrimination clause.

21.0 **Representation and Warranties.** Service Provider represents and warrants that it shall use any and all Funds received from the City under this Agreement for the sole purpose of performing the services provided in paragraph 5.0 herein. In the event the City provides said Funds, and Service Provider then fails to expend such Funds for said purpose (Wrongfully Expended Funds), Service Provider shall fully reimburse the City the Wrongfully Expended Funds plus interest calculated at maximum rate allowable under Florida law per annum. If the City must take any legal action to collect any Wrongfully Expended Funds, the Service Provider shall be liable for all costs incurred by the City to collect such Funds including, but not limited to, reasonable attorneys fees, filing fees, and other costs.

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22.0 **Severability.** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

23.0 **Choice of Law; Venue.** This Agreement has been made and entered into in the State of Florida, County of Seminole, and the laws of such state shall govern the validity and interpretation of this Agreement and the performance due hereunder.

The parties agree that venue shall be exclusively in Seminole County, Florida, for all state court actions or disputes which arise out of or based upon this Agreement, and in Orlando, Florida ~~for all~~for all federal court actions or disputes which arise out of or are based upon this Agreement.

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24.0 **Integration; Modification.** The drafting, execution, and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. Modifications of this Agreement shall only be made in writing signed by both parties.

25.0 **Attorney's Fees.** Should either party bring an action under the terms and conditions of this Agreement, each party agrees to bear their own attorney's fees and costs in said action.

26.0 **Headings.** All headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

27.0 **Waiver.** Any waiver by City of any breach or violation of Service Provider's obligations under this Agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violation.

28.0 **Corporate Representations.** Service Provider makes the following representations to City:

28.1 Service Provider is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the functions, responsibilities, and obligations in this Agreement.

28.2 The undersigned signatory for Service Provider has the power, authority, and the legal right to enter into and perform the obligations set forth in

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Municipal Services Agreement
City of Winter Springs and Winter Springs Senior Center, Inc.
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this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by Service Provider has been duly authorized by the board of directors and/or president of Service Provider. In support of said representation, Service Provider agrees to provide a copy to the City of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

29.0 **No Joint Venture.** No provision contained herein shall be construed as creating a joint venture between the parties.

30.0 **Notices.** Communication and details concerning this Agreement shall be directed to the following contact representatives:

Attn: City Manager City of Winter Springs 1126 East S.R. 434 Winter Springs, Florida 32708 (407) 327-5957 with copy to Anthony A. Garganese, City Attorney Brown, Garganese, Weiss & D'Agresta, P.A. Garganese, Weiss, D'Agresta & Salzman P.A. P.O. Box 2873 Orlando, Florida 32802-2873 407-425-9566	Attn: Gary W. Coffman, President Winter Springs Senior Center, Inc. 400 North Edgemon Avenue Winter Springs, Florida 32708 (407) 327-4031
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▲ The foregoing addresses and representatives may be amended by any party at any time during the term of this Agreement by providing the other party written notice of said amendment.

31.0 **Time of Performance/Term.** Time is of the essence under this Agreement. The services provided by the Service Provider shall begin immediately upon execution of this Agreement. To the extent that the City has provided any Funds to Service Provider under this Agreement, and Service Provider has failed to expend all the Funds appropriated within a given year, the City, at its sole discretion, may require Service Provider to immediately return to the City any and all Funds not properly expended or allow Service Provider additional time to properly expend the Funds pursuant to this Agreement.

32.0 **Termination by City; Curing Defaults.**

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32.1 The City may terminate this Agreement at any time, without penalty, by providing Service Provider with at least seven (7) calendar days written notice. However, the City may immediately terminate this Agreement if Service Provider has materially failed to comply with any term of this Agreement or discontinues (in the sole opinion of the City) providing the services required by this Agreement. Upon termination, Service Provider shall: (i) discontinue providing the services provided hereunder; (ii) remit to the City any Funds provided by the City that have not been expended; (iii) remove its property from the Facilities under the supervision of the City; and (iv) notify in writing its members, officers, employees, volunteers, and contractors of the termination.

32.2 If Service Provider is in default of any provision set forth in this Agreement, the City shall provide Service Provider with at least five (5) calendar days to cure the default prior to termination. If default has not been cured, to the satisfaction of the City, within the cure period, the City may, at its sole option, extend the time period to cure the default or terminate this Agreement. If the City terminates this Agreement for cause, it can elect any remedy provided by law, including, but not limited to, immediately requiring repayment of any and all of the Funds provided in paragraph 4.0 herein. In addition, the City may declare Service Provider ineligible to participate in any other City program, service, and function.

33.0 **Indemnification and Hold Harmless.** For all services performed pursuant to this Agreement, the Service Provider agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, attorneys and officers, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from, or out of the following: (a) the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Service Provider's and its officers, employees, partners, contractors, volunteers, and agents performance of the services being performed under this Agreement; (b) Service Provider's, and its officers, employees, partners, contractors, volunteers, and agents failure to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Service Provider and its officers, employees, partners, contractors, volunteers, and agents performance under this Agreement; (c) any fraud and misrepresentation conducted by Service Provider and its officers, employees, partners, contractors, volunteers, and agents against the City or any person participating in any program, function, and service conducted pursuant to this Agreement; (d) Service Provider's and its officers, employees, partners, contractors, volunteers, and agents failure to properly expend any Funds provided by the City pursuant to this Agreement.

The indemnification provided above shall obligate the Service Provider to defend at its own expense or to provide for such defense, at the option of the City, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers which may result from the services performed under this Agreement whether the services are performed by the Service Providers, its officers, employees,

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contractors, partners, volunteers, and agents or anyone directly or indirectly employed by the Service Provider. In all ~~event~~events, the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with the indemnification provided herein.

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34.0 **Assignment.** This Agreement shall not be assigned by Service Provider.

35.0 **Bankruptcy.** The Service Provider hereby warrants and guarantees unto the City that it has not filed for bankruptcy or is subject to appointment of a receiver as of the Effective Date hereof. If Service Provider has filed for or files for bankruptcy, should be adjudged bankrupt, is subject to appointment of a receiver, or makes a general assignment for the benefit of creditors, the City, upon not less than three (3) days written notice to the Service Providers, without prejudice to other remedies or rights that the City may have, may terminate this Agreement and require immediate repayment of any Funds provided by the City that have not been expended by Service Provider pursuant to this Agreement or Wrongfully Expended Funds.

36.0 **No City Obligation for Future Funds.** No provision in this Agreement shall be construed as requiring the City to provide any funds for municipal services under this Agreement or at any time in the future, other than as specifically provided herein.

37.0 **Insurance Requirements.** For all programs, functions, and services provided by Service Provider under this Agreement, including any and all programs, functions, and services provided and performed by Service Provider and by authorized contractors hired by Service Provider hereunder, the Service Provider shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the programs, functions, and services performed by Service Provider and its authorized contractors under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance coverage shall be insurer(s) approved by the City Manager and licensed by the state of Florida to engage in business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured." The Service Provider shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage and effect pursuant hereto, the expiration date on such policies, and the statement that no insurance under such policies will be cancelled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The Service Provider shall be solely responsible to pay any deductible, if any, relating to any claim made against the insurance coverages and policies provided under this Agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Service Provider in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify the Service Provider in writing thereof within thirty (30) days of the date of deliver of such certificates and endorsements to the City. For all programs, functions, and services

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permitted and occurring under this Agreement, including any and all programs, functions, and services provided and performed by Service Provider and by authorized contractors, the Service Provider shall continuously maintain such insurance in the amount, type, and quality as required by this paragraph.

38.0 City Premises. Service Provider acknowledges that its employees and agents will behave in an appropriate manner while on City property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with City policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of Service Provider's staff shall conform to City's personnel policies and procedures. It is a material breach of this Agreement for any agent or employee of Service Provider to behave in a manner which is inconsistent with appropriate conduct or decorum or to behave in any manner that will disrupt the functioning of the City or constitute any level of threat to the safety, health, and/or well-being of any citizen, invitee, licensee, agent, or employee of the City. Service Provider agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

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Service Provider acknowledges that the City shall not be responsible for injury (including death) to Service Provider's employees, agents, officers, or other personnel, nor shall the City be responsible for damage to Service Provider's property, which occurs on the City's property, unless the injury is the result of the City's gross negligence or willful misconduct. At all times while on City's premises, Service Provider shall comply with all rules and regulations of City.

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IN WITNESS WHEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

WITNESS: WINTER SPRINGS SENIOR CENTER, INC.

Print Name: _____
Address: _____

Print Name: _____ By: Gary W.
Coffman
Address: _____
Its: President

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Date: _____ Formatted: Font: Times

ATTEST: CITY OF WINTER SPRINGS:

Andrea Lorenzo Luaces Christian Gowan, City Clerk _____ By:
John F. Bush Kevin McCann, Mayor

Date: _____ Formatted: Font: Times, No underline
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Municipal Services Agreement
City of Winter Springs and Winter Springs Senior Center, Inc.
Page 17 of 17

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CONSENT AGENDA ITEM 307

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Approval of the Minutes from City Commission Meetings held in January 2025.

SUMMARY

FUNDING SOURCE

RECOMMENDATION

Staff recommends the Commission approve the January 13, 2025 City Commission Regular Meeting Minutes; Wednesday, January 15 Strategic Planning Workshop Minutes; and Monday, January 27, 2025 City Commission Regular Meeting Minutes as presented.



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, JANUARY 13, 2025 AT 6:30 PM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Mayor Kevin McCann called the Regular Meeting of Monday, January 13, 2025 of the City Commission to order at 6:32 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin A. Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Kyle Stewart led the invocation followed by the Pledge of Allegiance.

Commissioner Diaz asked about an agenda for the January 15, 2025 Commission Workshop. Attorney Garganese recommended discussing the item under New Business. Mayor McCann also noted the No other changes were made to the agenda

AWARDS AND PRESENTATIONS

100) NBPR-2024-0001: Non-Binding Preliminary Review - Oviedo Community Church Vacant Lot

Ms. Terrilyn Rolle, Director, Community Development Department introduced representatives from Oviedo Community Church and noted their desire to expand and seek a text amendment to the zoning code and amendment to an existing Development Agreement that the church is located in.

Mr. Dan Lacich, Founding Pastor, Oviedo Community Church discussed the current location, plans of to create a grass lot for parking, and the fact that a freestanding lot is not currently permitted on non-adjacent property.

Attorney Garganese noted the applicant was here to gauge the interest of the Commission in amending the City Code with a proposed ordinance and noted if the Commission was amenable to this request they could direct staff to prepare an ordinance.

Following brief discussion there was consensus among the Commission to direct staff to draft an ordinance to be brought back at a later date.

PUBLIC INPUT

Mayor McCann opened Public Input.

Mr. Marcus Hyatt, Address, Winter Springs introduced himself as a candidate for the Florida House of Representatives District 28.

Mr. Rob Elliott, 925 Chokecherry Court, Winter Springs representing Oak Forest noted concern about proposals related to the elimination of boards and committees.

Ms. Gina Shafer, Winter Springs Village, Winter Springs noted concerns about removal of boards, specifically the Veteran Committee.

Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs welcomed City Manager Kevin Sweet, was happy to see wastewater progress on agenda, and encouraged staying focused on that project and prioritizing funding.

Mayor McCann closed Public Input.

CONSENT AGENDA

300) CMAR (Construction Manager at Risk) Services for WWTP (Waste Water Treatment Plant) Project

Commissioner Diaz noted he was aware of options other than CMAR and encouraged looking into other solutions going forward as no funding was being awarded at this point.

301) Winter Springs Police Department Purchase Twenty (20) Replacement Panasonic Toughbook Laptop Computers

No discussion.

302) Approval of the Minutes from the Monday, December 9, 2024 City Commission Regular Meeting

No discussion.

"MOTION TO APPROVE CONSENT AGENDA." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BAKER. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 5-0.

PUBLIC HEARINGS AGENDA

400) First Reading - Ordinance 2025-01: Tree Removal, Land Clearing, Grading, and Excavation Permits

Ms. Rolle introduced the item and noted the Planning and Zoning Board's recommendation of approval.

"MOTION TO READ BY TITLE ONLY." MOTION BY DEPUTY MAYOR RESNICK.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese Read Ordinance 2024-01 by title.

Mayor McCann opened the Public Hearing for Item 400.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 400.

"MOTION TO APPROVE ITEM 400." [THE FIRST READING OF ORDINANCE 2025-01.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

401) First Reading of Ordinance 2025-02: Land Development and Subdivisions

Ms. Rolle introduced the item, noted the need to comply with Florida Statutes.

"MOTION TO READ BY TITLE ONLY." MOTION BY DEPUTY MAYOR RESNICK.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2025-02 by title and noted requirements of the Florida Legislature that had been incorporated with this ordinance.

Mayor McCann opened the Public Hearing for Item 401.

No one addressed the Commission.

Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE ITEM 401." [FIRST READING OF ORDINANCE 2025-02] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

REGULAR AGENDA

500) Updates to Adopted Social Media Policy

Mr. Brian Dunigan, Director, Operations Department noted the preparation of this item following discussion and direction provided at the December Commission Meeting and invited questions.

Brief discussion on minor typographical errors to be addressed, the thorough nature of the document, and best practices related to elected officials use of social media and commenting.

"MOTION TO APPROVE ITEM 500." [THE REVISED CITY OF WINTER SPRINGS SOCIAL MEDIA POLICY] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED 5-0.

501) Matters Related to Boards & Committees

City Clerk Christian Gowan noted staff had looked into all city boards and committees and prepared a report with recommendations including a recommendation to sunset the Veteran and Veteran Families Advisory Committee, Parks and Recreation Advisory Committee, and Bicycle and Pedestrian Advisory Committee.

Discussion followed on the analysis provided by staff, the possibility of merging the parks and bike boards, support for the veterans committee, and adjusting board and committee responsibilities.

"MOTION TO APPROVE STAFF RECOMMENDATION TO SUNSET THE FOLLOWING BOARDS: BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE, PARKS AND RECREATION ADVISORY COMMITTEE, VETERAN AND VETERAN FAMILIES ADVISORY COMMITTEE, AND THE PLANNING AND ZONING BOARD WITH THE DESIGNATION OF THE CITY COMMISSION AS THE LOCAL PLANNING AGENCY." MOTION BY COMMISSIONER DIAZ. MOTION DIED FOR LACK OF A SECOND.

"MOTION TO BRING BACK ONE BOARD AT A TIME TO DISCUSS ROLES AND RESPONSIBILITIES." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

The Commission agreed to begin with the Veteran and Veteran Family Advisory Committee at the January 27th Commission Meeting.

Mayor McCann then noted that the city needed to designate an alternate member for CALNO and further noted that he was willing to turn over his seat as the primary representative. Brief discussion followed on the responsibilities of CALNO and the importance of representing the city well.

MOTION TO APPOINT COMMISSIONER BAKER TO SERVE AS PRIMARY REPRESENTATIVE TO CALNO WITH COMMISSIONER CARUSO TO SERVE AS THE ALTERNATE. MOTION BY COMMISSIONER BRUCE. SECONDED BY DEPUTY MAYOR RESNICK.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

Discussion followed on the need for appointments to the Districting Commission, the responsibilities of that commission, and the associated timeline.

502) New Business

In response to questions from the Commission, Attorney Garganese noted that it was not an absolute rule that no action could be taken under New Business and reviewed the applicable section of the City Code.

Deputy Mayor Resnick noted the upcoming Strategic Plan Workshop and noted he saw this as an opportunity for the Commission to share their goals and provide direction to the City Manager.

Manager Sweet agreed that this was an important process and noted that this plan would need to be regularly revisited to keep it relevant.

Further discussion followed with Commissioner Diaz opposed to holding the meeting on Wednesday without an agenda, comments from Manager Sweet on the opportunity to hear the priorities of the Commission and have productive discussions.

Deputy Mayor Resnick asked about the ability of current technology to keep up with demand, specifically he asked if the city had enough bandwidth to follow the Commission directive to stream meetings on YouTube.

Mr. Dunigan noted staff was currently evaluating the demands and capabilities and would keep the Commission informed.

Brief discussion on closed captioning concerns that had been heard by residents and data on the number of people that watch meetings.

Commissioner Caruso noted comments on CC concerns from residents, and ability of zooming in. Commissioner Bruce asked about data on how many people watch meetings

Following questions from the Commission, Manager Sweet noted ongoing conversations with the lobbyist related to appropriation requests, noted these requests would mostly be tied to capital improvement projects, and noted that he was actively working on this with plans to bring a list to the January 27th Commission meeting for adoption.

Mayor McCann asked about ex-parte communications and asked Attorney Garganese to share a memo with the Commission reminding them of their responsibilities and code requirements.

REPORTS

600) City Manager Kevin A. Sweet

- Noted ongoing operational assessment, meetings with staff, residents, and colleagues outside of the city;
- thanked Kevin Maddox, Landscape Manager and team for their work on the City Hall drainage project and noted associated savings;
- Announced that Zulu Marine Services video on debris removal had been submitted for NRCS funding consideration;
- Noted progress on the Winding Hollow Turn Lane which had been waiting on clearance from Duke Energy;
- Noted ongoing work related to the FY 2024 audit.

601) City Attorney Anthony A. Garganese

- No report

602) City Clerk Christian Gowan

- No report

603) Seat Two Commissioner Victoria Bruce

- Commissioner Bruce thanked Manager Sweet and noted she was glad to work with him.

604) Seat Three Commissioner Sarah Baker

- No report

605) Seat Four Commissioner Cade Resnick

- Thanked Manager Sweet for his work thus far and for progress made at the Senior Center;
- Asked about an annual maintenance plan for ponds and assessing the status of ponds throughout the city;
- Asked about a citywide roadway analysis and noted a broken light in the median of Shepard Road;
- Asked about looking into the elimination of the non-binding review process
- Noted the upcoming Scottish Highland Games.

606) Seat Five Commissioner Mark Caruso

- Commended Manager Sweet on his work thus far;
- Commented on the videos of creek conditions and noted concerns;
- Noted the upcoming Highland Games at Central Winds Park.

607) Mayor Kevin McCann

- Wished everyone a Happy Holidays/New Years;
- Echoed comments about the upcoming Highland Games;
- Noted an upcoming community workshop for the proposed Human Bean coffee shop;
- Noted attendance at Lake Mary hospital ribbon cutting;
- Noted that the Tri-County League of Cities meeting on February 20th would be hosted by Winter Springs at Tusawilla Country Club and encouraged Commissioners to attend;
- Noted the second Community Workshop for the Comprehensive Plan would be held January 16th.

608) Seat One Commissioner Paul Diaz

- Thanked Manager Sweet for sitting down with him and having a discussion;
- Offered congratulations to recently sworn-in constitutional officers;
- Noted his attendance at the legislative delegation meeting;
- Thanked several organizations for inviting him to speak including the South Seminole Republican Club and Hacienda Village;
- Noted his involvement with the Owls Youth Lacrosse program;
- Noted formal request for documents related to finances¹

Discussion followed on the scope of Commissioner Diaz's request for financial records and Attorney Garganese noted that reports not currently being produced by the city would need approval of the Commission prior to being created in answer to the request. Commissioner Diaz asked that this be included on the next agenda.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs spoke in favor of maintaining the city board and committees and the opportunity they provide to residents to speak on issues.

Mr. Kok Wan Mah, 149 Nandina Terrace, Winter Springs reminded attendees of the upcoming Comprehensive Plan workshop and the importance of the Comprehensive Plan and the formation of a strategic plan.

Mr. John Horan, 1612 Wood Duck Drive, Winter Springs noted the County's Veteran Services Officer/Department and suggested looking to that department for ideas related to the Veteran committee.

Ms. Gina Shafer, Winter Springs Village, Winter Springs suggested getting input from residents at events such as the food truck events, prevalence of e-bikes and scooters on trails, and sponsorship of police officers.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 9:02 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA
CITY CLERK

¹ Attached herein

APPROVED:

MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the *February 10, 2025* City Commission Regular Meeting.



Outlook

Request for Financial Reports – Quarterly and Monthly Statements

From Paul Diaz <pdiaz@winterspringsfl.org>

Date Mon 1/13/2025 10:49 AM

To Kevin Sweet <ksweet@winterspringsfl.org>; City Manager Office <CMOffice@winterspringsfl.org>

Cc Christian Gowan <cgowan@winterspringsfl.org>; Anthony Garganese <aGarganese@orlandolaw.net>;
gmaloy@seminoleclerk.org <gmaloy@seminoleclerk.org>; melinda.miguel@myflorida.com
<melinda.miguel@myflorida.com>

Dear Mr. Sweet,

I hope you are doing well. It was a pleasure speaking with you last week. As we discussed, as part of my commitment to ensuring financial transparency and accountability for our city, I am formally requesting the following financial reports to gain a clearer understanding of the city's fiscal position:

For Fiscal Year 2023 (October 1, 2022 – September 30, 2023):

Please provide the following reports for each fiscal quarter of 2023:

Governmental Balance Sheet (as this provides detailed and relevant information regarding fund balances, liabilities, and resources).

Statement of Net Position (or the equivalent).

Statement of Activities (showing revenues and expenditures).

General Fund Revenue and Expenditure Report.

General Fund Budget-to-Actual Report.

For Fiscal Year 2024 (October 1, 2023 - September 30, 2024):

Please provide the same reports outlined above on a monthly basis, beginning with the month close of October 31, 2023, and continuing for each subsequent month through today. (Current deliverable to include PY four quarters and CY October - January)

Ongoing Monthly Reporting:

Moving forward, I would like these reports prepared and delivered at the close of each month to make sure that there is timely and accurate financial oversight.

These reports are critical to maintaining transparency in our financial processes, tracking trends in revenue and expenditures, and ensuring we effectively manage the city's resources. Monthly reporting,

in particular, will help provide a detailed and up-to-date understanding of our fiscal position, allowing us to address any potential issues proactively.

For example, it was reported that the General Fund's unassigned fund balance is approximately forty-five percent (45%) of total General Fund expenditures, equating to approximately five months of operating expenditures. While this exceeds the GFOA-recommended minimum of two months and is an encouraging indicator, a deeper analysis of ongoing financial trends is necessary to ensure continued fiscal health and sustainability.

Please instruct the Finance Director to prioritize the production of these reports. I would appreciate confirmation of this request and a timeline for when I can expect to receive the requested documents.

I am also copying the Seminole County Clerk of Court and Comptroller, Grant Maloy, and the Florida Chief Inspector General, Melinda Miguel, on this correspondence to make sure they know of my request for increased transparency and oversight at the municipal level.

Thank you for your attention to this matter. I look forward to receiving the requested reports and working together to ensure our city's fiscal health and stability.

Best regards,
Paul D. Diaz, EA, MBA
City Commissioner, District One
City of Winter Springs, FL

Cc:

Christian Gowan, City Clerk

Anthony Garganese, City Attorney

Grant Maloy, Seminole County Clerk of Court & Comptroller

Melinda Miguel, Florida Chief Inspector General

**Paul Diaz**

Commissioner - District 1

P: (407) 327-7586 **F:** (407) 327-4753

A: 1126 East State Road 434
Winter Springs, Florida 32708





CITY COMMISSION

STRATEGIC PLANNING WORKSHOP MINUTES

WEDNESDAY, JANUARY 15, 2025 AT 10:00 AM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Mayor Kevin McCann called the Strategic Planning Workshop of Wednesday, January 15, 2025 of the City Commission to order at 10:01 a.m.. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin A. Sweet, present
City Attorney Anthony Garganese, absent
City Clerk Christian Gowan, present

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Gina Shafer, Winter Springs Village, Winter Springs thought this meeting was very important and was not in favor of holding meetings during the day.

Ms. Linda Freeburn, 1604 Cougar Court, Winter Springs discussed her priorities for the next five years focused mainly on improvements to the water and wastewater infrastructure.

Mayor McCann closed Public Input.

DISCUSSION ITEMS

1. Discussion on Strategic Plan Priorities

Discussion followed with suggestions to discuss the organizational chart and comments from Manager Sweet noting ongoing administrative review, potential changes he may wish to make to the organizational chart, the importance of communication, and the budget-driven role of the dais.

Manager Sweet recommended the following five general areas of focus to begin the strategic planning process:

1. Staffing & Administration
2. Financial and Operational Efficiency
3. Communications (Internal/External)
4. Infrastructure and Facilities
5. Economic Development

Commenting further, Manager Sweet noted that city activities should be tied to these goals once set and adopted.

Beginning with staffing and administration, discussion followed on a necessary review of the organizational chart, assessment of current staff and staffing requirements, customer service, review of the city's retirement options, and strengthening relationships with other cities and organizations.

On the topic of financial and operational efficiency, discussion followed on the requirement for a balanced budget, maintenance and/or enhancement of services provided, assessing outsourcing and insourcing opportunities, the State Revolving Loan process, rate studies, and long-term maintenance needs and expenditures.

Manager Sweet noted that it was not feasible to do more with less and highlighted the need for people to accomplish things.

Brief discussion followed on city payroll, grants and external funding, the potential of hiring a grant writer, and expectations of the dais and residents, how to meet those, and potential staffing or tax increases to achieve desired results.

Discussion then turned to communications, both internal and external, the potential of creating a standalone department, the functionality of the city website, use of informational videos, the importance of sharing positive news and accomplishments, and communications for crisis management.

Related to infrastructure and facilities, discussion focused on the wastewater and water treatment plants, stormwater including ponds, creeks, and basins, reclaimed expansion, and ongoing road and bridge maintenance and replacement.

Brief discussion followed on drinking water aesthetics, expectations, potential rate increases, Consumptive Use Permit compliance, and a suggestion that workshops be held to discuss these topics more in depth. The Commission was agreeable to the idea of workshops being held in March, April, and May to discuss drinking water, stormwater, and ponds.

Regarding economic development, discussion followed on the need to work with property owners throughout the city, identifying and advertising the regional draw of the city, the hotel and lodging void that exists, the opportunities the Greenway Interchange District provides, identifying enclaves and areas for annexation and the drafting of Joint Planning Agreements, the ongoing Comprehensive Plan process, ways to streamline permitting systems, and the investment and return related to the UCF Incubator.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Gina Shafer, Winter Springs Village, Winter Springs suggested changes to the City Code related to stormwater management, noted impacts of new developments, suggested enhanced tracking of maintenance responsibilities related to ponds, and commented on the need for competitive wages.

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs spoke about the importance of the budget to support goals and priorities, the need to assess the millage rate to ensure the city can meet its needs, and noted increasing utility rates.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 1:19 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

MAYOR KEVIN McCANN

UNAPPROVED

NOTE: These Minutes were approved at the *February 10, 2025* City Commission Regular Meeting.



CITY COMMISSION

REGULAR MEETING MINUTES

MONDAY, JANUARY 27, 2025 AT 6:30 PM

CITY HALL – COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

CALL TO ORDER

Mayor Kevin McCann called the Regular Meeting of Monday, January 27, 2025 of the City Commission to order at 6:31 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

Roll Call:

Mayor Kevin McCann, present
Deputy Mayor Cade Resnick, present
Commissioner Paul Diaz, present
Commissioner Victoria Bruce, present
Commissioner Sarah Baker, present
Commissioner Mark Caruso, present
City Manager Kevin A. Sweet, present
City Attorney Anthony Garganese, present
City Clerk Christian Gowan, present

Pastor Bob Melhorn led the invocation followed by the Pledge of Allegiance.

Commissioner Paul Diaz asked that Item 300 be discussed prior to approval of the Consent Agenda. There was no objection and the agenda was adopted.

AWARDS AND PRESENTATIONS

100) Non-Binding Preliminary Review (NBPR-2025-0002): HARBCO, 1063 W SR 434, Oviedo, FL 32765

Ms. Terrilyn Rolle, Director, Community Development Department introduced the applicant and provided a brief overview of the parcel and application.

Mr. Frank Kruppenbacher and Mr. Sam Siwali presented the proposed project.

Discussion followed on the potential of annexing the property, proposed tenants, and water availability.

Ms. Rolle noted the City of Oviedo was not willing to deannex any portion of the property and reiterated the proposed wholesale agreement related to water provision.

The Commission requested that the City Manager discuss this further with Oviedo.

INFORMATIONAL AGENDA

200. Not Used

PUBLIC INPUT

Mayor McCann opened Public Input.

The following individuals spoke in support of maintaining the Veteran and Veteran Families Committee:

Mr. Steven Orf, 433 Lexingdale Drive, Orlando; Mr. Paul Bertram, 1461 Fairway Oaks Drive, Casselberry; Ms. Bridget Lake, 8849 Larwin Lane, Orlando; Ms. Laurel Ross, 1778 Seneca Boulevard, Winter Springs; Ms. Kim Bean, 1426 Spalding Road, Winter Springs; Mr. Scott Sims, 218 N Alderwood Street, Winter Springs; Mr. William Smith, 434 S. Hawthorn Circle, Winter Springs; Mr. Joe Cummisky, 2665 Danielle Drive; Mr. Matthew Smith, 251 Michael Blake Boulevard, Winter Springs; Mr. Paul Dillman, 388 Twelve Oaks Drive, Winter Springs; Mr. Wayne Douglas, 420 Cedarwood Court, Winter Spring; Mr. Robert Miller, 679 Silver Creek Drive, Winter Springs; Mr. Octavius Clark, 1630 Willow Oak Lane, Sanford; Ms.

Donna Bruno, 599 Alton Road, Winter Springs; Ms. Sheila Benton, 414 Cedarwood Court, Winter Springs; Mr. Ken Greenberg, Winter Springs Community Association, 1635 White Dove Drive, Winter Springs

Mr. Paul Partyka, 1693 Wingspan Way, Winter Springs invited Commissioners to the next PBAS meeting and spoke in favor of maintaining the veteran committee.

Ms. Leah Weisman, 113 Brookshire Drive, Winter Springs spoke in support of city boards and committees.

Mr. Matt Benton, 414 Cedarwood Court, Winter Springs asked the Commission to consider amending the Charter to protect conservation easements and park lands.

Mayor McCann closed Public Input.

NOTE: THE AGENDA WAS DISCUSSED IN THE ORDER NOTED BELOW

REGULAR AGENDA

501) Review of the Veteran and Veteran Families Advisory Committee

"MOTION TO MAINTAIN THE VETERANS COMMITTEE, APOLOGIZE TO VETERANS, AND AUTHORIZE THE MAYOR TO MEET AND BRING BACK RECOMMENDATIONS FOR CLARIFYING THE RESOLUTION INCLUDING STAFF'S RECOMMENDATIONS." MOTION BY COMMISSIONER CARUSO. SECONDED BY DEPUTY MAYOR RESNICK. DISCUSSION.

VOTE: BAKER (AYE); BRUCE(AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)

MOTION CARRIED: 5-0.

CONSENT AGENDA

300) Quarter 1 Budget Amendment for Fiscal Year 2024-2025

Ms. Holly Queen, Director, Finance Department was available for questions

Commissioner Diaz reviewed the proposed budget amendment and associated concerns, asked that the Commission seek specific assurances prior to approval, and read several questions he had for the Finance Director.

Manager Sweet noted no new allocations under ARPA and Commissioner Diaz reiterated his concerns and intent to provide oversight.

Ms. Queen commented on the proposed budget amendment and explained this was an administrative function.

301) Public Works / Fleet Division - Wheel Alignment Machine Purchase

No discussion

302) Ellianos Coffee Shop Final Site Acceptance

No discussion.

303) The Oviedo-Winter Springs Chamber of Commerce "Central Winds Music Festival" Agreement

No discussion.

"MOTION TO APPROVE CONSENT AGENDA." MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE) DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED 4-1.

PUBLIC HEARINGS AGENDA

400) Second Reading of Ordinance 2025-01: Tree Removal, Land Clearing, Grading, and Excavation Permits

Attorney Garganese read Ordinance 2025-01 by title, noted no changes since first reading, and invited questions.

Mayor McCann opened the Public Hearing for Item 400.

No one addressed the Commission

Mayor McCann closed the Public Hearing for Item 400.

"MOTION TO APPROVE STAFF RECOMMENDS THAT THE CITY COMMISSION HOLD A PUBLIC HEARING AND APPROVE THE SECOND READING OF ORDINANCE 2025-01. ." MOTION BY CADE RESNICK. SECONDED BY SARAH BAKER. DISCUSSION.

VOTE: BAKER (AYE); BRUCE(AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0.

401) Second Reading of Ordinance 2025-02: Land Development and Subdivisions

Attorney Garganese read Ordinance 2025-02 by title, noted several technical changes since the first reading that were provided to the Commission, and invited questions.

Mayor McCann opened the Public Hearing for Item 401.

No one addressed the Commission

Mayor McCann closed the Public Hearing for Item 401.

"MOTION TO APPROVE." [HOLD A PUBLIC HEARING AND APPROVE THE SECOND READING OF ORDINANCE 2025-02.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE(AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0.

402) Greenway Kia North: Site Plan/Final Engineering Plans, Aesthetic Review, and Development Agreement.

Mr. Talbert Jackson, Senior Planner, Community Development Department reviewed the proposed project and noted the Planning and Zoning Board's recommendation of approval.

The applicant and representatives were present and available for questions.

Discussion followed on the square footage of the existing building and the proposed new building and maintenance at the rear of the property.

Mayor McCann opened the Public Hearing for Item 402.

Mr. Matt Benton, 414 Cedar Wood Court, Winter Springs, thought the proposed provisions in the Development Agreement were necessary to prevent loading/unloading on the streets.

Mayor McCann closed the Public Hearing for Item 402.

"MOTION TO APPROVE." [THE SITE PLAN/FINAL ENGINEERING PLANS, AESTHETIC REVIEW, AND DEVELOPMENT AGREEMENT.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER BRUCE. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0.

403) First Reading of Ordinance 2025-03: Revising Section 14-3 of the City Code Regarding Criminal History Background Screening

MOTION TO READ BY TITLE ONLY. MOTION BY DEPUTY MAYOR RESNICK.

MOTION PASSED WITH UNANIMOUS CONSENT.

Attorney Garganese read Ordinance 2025-03 by title, briefly reviewed past action and the requirement for this ordinance.

Mayor McCann opened the Public Hearing for Item 403.

Mr. Robert Miller, 679 Silver Creek Drive, Winter Springs spoke on the need for background checks for elected officials

Mr. Art Gallo, 199 Nandina Terrace, Winter Springs suggested opening the Public Hearing prior to making a motion.

Ms. Sheila Benton, 414 Cedar Wood Court, Winter Springs spoke in favor of requiring background checks for candidates.

Mr. Ken Greenberg, 1635 White Dove Drive, Winter Springs, spoke against the suggestion of requiring background checks for candidates and asked that the city focus on unity.

Mayor McCann closed the Public Hearing for Item 403.

"MOTION TO APPROVE STAFF IS RECOMMENDING THE CITY COMMISSION CONDUCT A FIRST READING AND APPROVE ORDINANCE 2025-03. ." MOTION BY CADE RESNICK. SECONDED BY MARK CARUSO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (NAY); RESNICK (AYE)
MOTION CARRIED: 4-1.

500) Discussion and Direction for 2025 Legislative Priorities

Manager Sweet noted he was seeking approval for the following three appropriation requests to make to the Florida Legislature:

1. Winter Springs Village Reclaimed Water Extension
2. Tray Aerator Improvements at Water Treatment Plants
3. Winter Springs Boulevard Valve Additions

Discussion followed on the potential addition of stormwater improvement projects to the list, the rationale for the requests, and the need for shovel ready projects.

"MOTION TO APPROVE." [THESE (THREE) ITEMS AS THE OFFICIAL CITY OF WINTER SPRINGS APPROPRIATION REQUESTS AND AUTHORIZE THE CITY MANAGER TO SUBMIT THESE REQUESTS AND MANAGE ALL RELATED MATTERS.] MOTION BY DEPUTY MAYOR RESNICK. SECONDED BY COMMISSIONER USO. DISCUSSION.

VOTE: BAKER (AYE); BRUCE (AYE); CARUSO (AYE); DIAZ (AYE); RESNICK (AYE)
MOTION CARRIED: 5-0.

502) Matters Related to Boards & Committees

City Clerk Christian Gowan noted the need for the Mayor and Commission to submit the names of their appointees for the Districting Commission to be included in the establishing resolution, noted there would be a vacancy in the volunteer City Chaplain program beginning January 31st if no appointments were made for that position, and further noted that three (3) seats on the Bicycle and Pedestrian Advisory Committee would be vacant as of February 1st and that a quorum would not be able to be established for the upcoming meeting.

Commissioner Caruso noted he would be nominating Geoff Kendrick to the Districting Commission. Commissioner Bruce noted she would be nominating Brenda Lambie to the Districting Commission. Commissioner Diaz noted that he would be nominating Jean Hovey to the Districting Commission.

503) New Business

Mayor McCann noted three events coming up - Leadership Seminole's Leadership Summit, State of the County Luncheon, and Tri-County League of Cities – and asked that Commissioners reach out to the Clerk to note if they would be in attendance.

Commissioner Bruce asked about the possibility of a turn lane into Central Winds Park.

Deputy Mayor Resnick asked that the city look at opportunities to honor people who serve on the Commission and bring back a naming policy to be considered at the February 24th Commission Meeting.

Commissioner Bruce asked about the city checkbook online and asked if it was being maintained. Manager Sweet noted that there had been an issue with the website and it was now updated.

Brief discussion about the possibility of a speed study on Gazelle Road.

REPORTS

600) City Manager Kevin A. Sweet

- Welcomed Clete Saunier as the new Utilities Director;
- Noted he had reached out to the Seminole County Veteran Services Office and would share ideas for the Veteran and Veteran Families Advisory Committee;
- Noted attendance at the recent Mayor and Manager meeting and ongoing networking with peers in neighboring cities;
- Recognized the Finance Department and provided an update on the FY2024 audit.

601) City Attorney Anthony A. Garganese

- No report

602) City Clerk Christian Gowan

- No report

604) Seat Three Commissioner Sarah Baker

- Welcomed Mr. Saunier to the city and asked that the city reach out to board members for ideas related to improving the city boards and committees.

605) Seat Four Commissioner Cade Resnick

- Noted observations related to road conditions and stormwater concerns and thought the Infrastructure Committee could be useful in helping the city;
- Asked about the status of renaming the Senior Center after Susie Coffman and asked that this be brought to the next meeting;
- Noted attendance at the Highland Games.

606) Seat Five Commissioner Mark Caruso

- Noted attendance at the Highland Games;
- Noted he was glad to see progress being made on the Winding Hollow turn lane project;
- Noted taking a tour of the UCF Incubator;
- Highlighted two scouts that had recently made it to Eagle Scout.

607) Mayor Kevin McCann

- Commented on stormwater and improvements that had been made since Hurricane Ian.

608) Seat One Commissioner Paul Diaz

- Noted ongoing involvement with youth lacrosse programs;
- Noted his recent attendance at, and completion of, the Institute for Elected Municipal Officers I;
- Noted recent attendance at the VFW Comic Book/Collectible Show and a new business that would be coming to the city;
- Noted that he would be hosting a local Girl Scout Troop on Wednesday and providing them a tour of City Hall and an opportunity to ask questions about local government.

603) Seat Two Commissioner Victoria Bruce

- Noted ongoing communications with staff related to the dog park and maintenance;
- Noted efforts to connect the Greenway Interchange District property owners with the UCF Incubator;
- Noted attendance at the recent Comprehensive Plan Workshop and thought there was valuable feedback provided;
- Noted the upcoming opening of Winter Springs Babe Ruth and her family's involvement;
- Noted sponsoring a portion of a local road and invited residents to join in helping with an upcoming cleaning effort;
- Noted a bid for building inspection services that was currently open;
- Noted a broken light post on Tuscora and Northern Way that she asked be addressed;
- Noted planned attendance at the local Seminole County Elected Womens group.

PUBLIC INPUT

Mayor McCann opened Public Input.

Ms. Leah Weisman, 113 Brookshire Court, Winter Springs noted she was glad the city had opened comments on Facebook.

Mayor McCann closed Public Input.

ADJOURNMENT

Mayor McCann adjourned the meeting at 10:19 p.m.

RESPECTFULLY SUBMITTED:

CHRISTIAN D. GOWAN, MPA
CITY CLERK

APPROVED:

MAYOR KEVIN McCANN

NOTE: These Minutes were approved at the *February 10, 2025* City Commission Regular Meeting.

PUBLIC HEARINGS AGENDA ITEM 400

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Second Reading of Ordinance 2025-03: Revising Section 14-3 of the City Code Regarding Criminal History Background Screening

SUMMARY

On November 16, 2023, the City Commission adopted Ordinance 2023-10 authorizing the City Manager or designee to conduct Level 2 background checks, as provided in Florida Statutes § 166.0442 permitting the City to designate, via ordinance, positions which the City finds critical to security or public safety and for required fingerprint-based, state and national criminal history record checks. Prior to drafting Ordinance 2023-10, City staff consulted with a liaison from the Florida Department of Law Enforcement (FDLE), who provided guidance on the proposed language. This collaboration aimed to ensure the ordinance would be accepted by the FBI and comply with both state and federal requirements for Level 2 background checks. A draft of the ordinance was reviewed by the FDLE liaison before being included on the City Commission agenda, and no recommended changes were provided at that time. Since the adoption of the ordinance, City staff has been working with FDLE to obtain authorization to continue conducting Level 2 background checks for all newly hired employees. Recently, City staff was informed that the FBI would not accept the ordinance as written due to language in Section 14-3(a). The concern was that the phrase "the City Manager or his or her designee" could be interpreted to allow the City Manager to delegate this authority to someone who is not a City employee. In response, the language has been revised to read: "the City Manager, or another assigned City employee." This revision was made following further clarification from FDLE and the FBI.

FUNDING SOURCE

RECOMMENDATION

Staff is recommending the City Commission conduct a second reading and approve Ordinance 2025-03.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, AMENDING CHAPTER 14, ARTICLE I, OF THE CITY OF WINTER SPRINGS CODE OF ORDINANCES TO REVISE SECTION 14-3 REGARDING CRIMINAL HISTORY BACKGROUND SCREENING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Commission previously adopted Ordinance 2023-10 which amended Chapter 14, Article I, of the City of Winter Springs Code of Ordinances to add a new section 14-3 regarding background screening, finding that the creation of Section 14-3 would enhance the City's ability to ensure that personnel are appropriately qualified for positions which may involve security or public safety; and

WHEREAS, Florida Statutes § 166.0442 permits the City to designate, via ordinance, positions which the City finds critical to security or public safety and for which fingerprint-based, state and national criminal history record checks will be required; and

WHEREAS, pursuant to Florida Statutes § 166.0442, the City Commission finds that it is critical for the security of the City and its residents to be able to conduct thorough background screenings of potential employees, appointees, or private contractors for criminal offenses nationwide; and

WHEREAS, Section 14-3 provides the City with the ability to conduct fingerprint-based, state and national criminal history record checks for certain positions of public importance; and

WHEREAS, since the passage of Ordinance 2023-10, the Federal Bureau of Investigations and Florida Department of Law Enforcement have completed their review the City's Ordinance 2023-10 and have requested that the City make minor revisions to the new Section 14-3 in order to ensure compliance with Federal Bureau of Investigation Public Law 92-544; and

WHEREAS, the City Commission therefore desires to amend Section 14-3, as provided herein, pursuant to comments from the Federal Bureau of Investigations and Florida Department of Law Enforcement; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference.

Section 2. **Amendment to Chapter 14, Personnel.** The City of Winter Springs Code of Ordinances, Chapter 14, *Personnel*, Article I, *In General*, is hereby amended as follows: (underlined type indicates additions to the City Code and ~~strikeout~~ type indicates deletions, while asterisks (***) indicate a deletion from the Ordinance of text existing in Chapter 14. It is intended that the text in Chapter 14 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

* * *

Chapter 14 – PERSONNEL

* * *

Article I. – IN GENERAL

* * *

Sec. 14-3. – Background Screening.

- (a) As provided by Florida Statutes § 166.0442, the City may require criminal history background screening for any positions of City employment or appointment, whether paid, unpaid, or contractual, which are considered critical to security or public safety; or for any private contractor, employee of a private contractor, vendor, repair person, or delivery person who has direct contact with individual members of the public or access to any public facility in such a manner or to such an extent that ~~the City Manager or his or her designee~~ the City Manager, or another assigned City employee, finds that preventing unsuitable persons from having such contract or access is critical to security or public safety.
- (b) Each person applying for, or continuing employment in, any position or appointment or having contact or access described in subsection (a) shall be fingerprinted if the position, appointment, contractor, vendor, repair person, or delivery person is designated for a criminal history background screening by ~~the City Manager or his or her designee~~ the City Manager, or another assigned City employee. Fingerprints shall be submitted to the Florida Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check. The information obtained from criminal history record checks conducted pursuant to this section may be used by the City to determine an applicant's eligibility

for employment or appointment and to determine an employee's eligibility for continued employment.

- (c) Any other background screening which the City may lawfully undertake is not prohibited by this supplemental grant and implementation of authority.
- (d) ~~The City Manager, or another assigned City employee, The City Manager or his or her designee~~ shall determine, in his or her discretion, the positions and appointments that are deemed to be critical to security or public safety under this section.

Secs. 14-4 – 14-25.- Reserved.

* * *

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the _____ day of _____, 20_____.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN, City Clerk

**Approved as to legal form and sufficiency for
the City of Winter Springs only:**

ANTHONY A. GARGANESE, City Attorney

First Reading: January 27, 2025
Legal Ad: January 29, 2025
Second Reading: February 10, 2025

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

Bill To:

City Of Winter Springs - CU00116922
1126 E State Road 434
Winter Springs, FL 32708-2715

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Jan 29, 2025.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Signature of Affiant

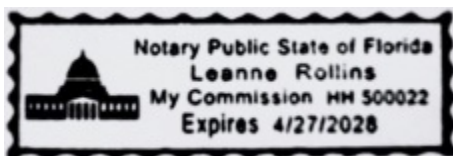
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 30 day of January, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7757094

**NOTICE OF PUBLIC HEARING CITY OF WINTER
SPRINGS**

NOTICE IS HEREBY GIVEN THAT
THE CITY COMMISSION PROPOSE
TO CONSIDER THE FOLLOWING:

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY
COMMISSION OF THE CITY OF
WINTER SPRINGS, FLORIDA,
AMENDING CHAPTER 14, ARTICLE
I, OF THE CITY OF WINTER
SPRINGS CODE OF ORDINANCES TO
REVISE SECTION 14-3 REGARDING
CRIMINAL HISTORY BACKGROUND
SCREENING; PROVIDING FOR THE
REPEAL OF PRIOR INCONSISTENT
ORDINANCES AND RESOLUTIONS,
INCORPORATION INTO THE
CODE, SEVERABILITY, AND AN
EFFECTIVE DATE.

CITY COMMISSION SECOND
READING/ADOPTION PUBLIC
HEARING WILL BE HELD ON
MONDAY, FEBRUARY 10, 2024 AT
6:30 P.M. OR SOON THEREAFTER
IN THE COMMISSION CHAMBERS
LOCATED AT WINTER SPRINGS
CITY HALL 1126 EAST STATE ROAD
434 WINTER SPRINGS, FLORIDA

THE CITY COMMISSION RESERVES
THE RIGHT TO POSTPONE OR
CONTINUE THE PUBLIC HEARING
ON THIS ORDINANCE AT THIS
MEETING WITHOUT FURTHER
NOTICE.

The proposed ordinance may be
obtained by interested parties between
8 a.m. and 5 p.m., Monday through
Friday, from the office of the City
Clerk, located at 1126 E. SR 434,
Winter Springs, Florida. For more
information, call (407) 327-1800 #237.
Persons with disabilities needing
assistance to participate in any of
these proceedings should contact
the Employee Relations Department
Coordinator, 48 hours in advance of the
meeting at (407) 327-1800, #236. This is
a public hearing. Interested parties are
advised that they may appear at the
meeting and be heard with respect to
the proposed ordinance. If you decide
to appeal any recommendation or
decision made by the City Commission
with respect to any matter considered
at this meeting, you will need a record
of the proceedings, and for such
purposes, you may need to ensure that
a verbatim record of the proceedings is
made upon which the appeal is based.
1/29/2025 7757094

7757094

REGULAR AGENDA ITEM 500

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Review of the Bicycle and Pedestrian Advisory Committee & Parks and Recreation Advisory Committee

SUMMARY

The City Clerk's Office presented a review of all Boards and Committees at the January 13, 2025 City Commission Regular Meeting complete with recommendations. The City Commission subsequently voted to review each board and committee individually at subsequent meetings. Attached to this item is Ordinance 2010-06 and Ordinance 2010-07 which established the Bicycle and Pedestrian Advisory Committee and Parks and Recreation Advisory Committee respectively. Also attached are the relevant excerpts from the previously presented report.

Staff's recommendation to sunset the Bicycle and Pedestrian Advisory Committee is based on irregular meetings since the committee's formation. Meetings that were held were almost exclusively informational in nature and a focus on bicycle trails outside the city's jurisdiction required extensive staff research. Sunsetting the committee would require an ordinance with two public hearings.

Staff's recommendation to sunset the Parks and Recreation Advisory Committee is not related to meeting frequency but rather meeting content. All meetings are almost exclusively informational with no matters being referred to the committee and updates focused on projects that have already been completed. Sunsetting the committee would require an ordinance with two public hearings.

Another option that could be considered, and has been discussed previously, is merging the two committees and redefining specific areas of responsibility, membership, etc. Staff would recommend a merged committee have no more than seven (7) members to align with all other city boards and committees, additionally the detailed composition of the committee would need to be revised dependent on the new purpose and duties of the committee as determined by the City Commission.

FUNDING SOURCE

RECOMMENDATION

Staff is requesting the Commission discuss the Parks and Recreation and Bicycle and Pedestrian Advisory Committees and make a determination to sunset the committees

via ordinance or merge the committees and adopt an ordinance addressing, at a minimum, membership and revised purpose and duties of the committee.

ORDINANCE NO. 2010-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, CREATING THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE; ESTABLISHING PURPOSE AND DUTIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission adopted the Evaluation and Appraisal Report Amendments to the Comprehensive Plan on September 28, 2009; and

WHEREAS, Transportation Element Policy 1.5.18 directs the establishment of a trails advisory committee made up of residents who will work together to pursue the planning and implementation of an interconnected trail and bicycle system and make appropriate recommendations to the City Commission; and

WHEREAS, a Bicycle and Pedestrian Advisory Committee is needed to pursue the planning and implementation of non-motorized transportation linkages within and throughout the City to supplement and further enhance the value of the Cross-Seminole Regional Trail within the City; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

Section 2. **Code Amendment.** The City of Winter Springs Code, Chapter 2, is hereby amended to create new sections 2-43 and 2-44 as follows (underlined type indicates textual additions to the City Code):

Sec. 2-43. Creation; composition; appointment of members.

(a) Pursuant to Transportation Element Policy 1.5.18 of the city's comprehensive plan, the city hereby establishes a trails advisory committee which shall be known as the "Bicycle and Pedestrian Advisory Committee".

(b) The Committee shall have five (5) members and membership on the Committee shall be in accordance with the terms of Section 2-42 of this code except as expressly provided in this Section. The Committee may additionally include ex officio members, who may or may not be residents of

the city, who can provide technical support or expertise in any aspect of the Committee's work. Such ex officio members will have no voting power and cannot be used for the purpose of establishing a quorum for meetings. Any commissioner or the mayor may appoint an ex officio member but such appointment is not effective until ratified by majority vote of the city commission.

(c) Appointees to the Committee shall have knowledge and experience or interest in the planning and implementation of a city interconnected trail and bicycle system network, as determined by application. No person shall be appointed with private or personal interests likely to conflict with the general public interest.

(d) The Committee shall conduct four (4) quarterly regular meetings each year and may conduct additional special meetings as may be necessary to properly perform its duties and functions.

(e) The Committee shall establish rules and or bylaws to govern the manner in which its meetings and affairs are conducted, provided that such rules and procedures are not inconsistent with federal and state law, the city code or direction of the city commission.

(f) The Committee shall be subject to the Florida Public Records Act and the Sunshine Law.

Sec. 2-44. Purpose and Duties.

(a) The purpose of the Committee is to promote trail, pedestrian and bicycle circulation systems and encourage increased use of non-motorized transportation in the city. The Committee shall perform the following duties:

(1) Serve as an advocate for the adoption of a Trail and Bicycle System Master Plan for the city.

(2) Promote pedestrian and bicycle travel as a viable transportation choice to connect neighborhoods with parks, schools, commercial areas, and other destinations in the city and surrounding area.

(3) Assist with identifying funding sources and implementation strategies which further the development of an interconnected network of trails, sidewalks and bikeways within the city.

(4) Recommend to the city commission establishment, development, planning, funding and maintenance of specific trail, sidewalk and bicycle projects.

(5) Consider all matters submitted to it by the city commission or staff and shall offer suggestions or recommendations on its own initiative. It shall receive petitions and suggestions from the citizens of the city, and shall cooperate with civic groups, governmental agencies, and other organizations regarding trail, sidewalk and bicycle system planning and implementation.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

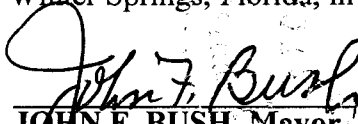
Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like

errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

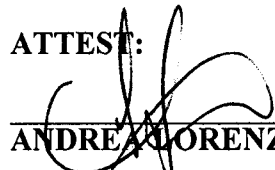
Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 23rd day of August, 2010.



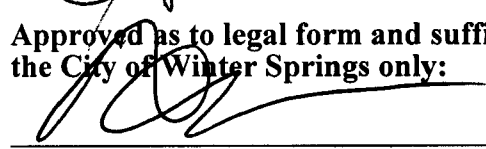
JOHN F. BUSH, Mayor

ATTEST:



ANDRE LORENZO-LUACES, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:



ANTHONY A. GARGANESE, City Attorney

First Reading: April 12, 2010
Second Reading: August 23, 2010
Effective Date: August 23, 2010

Bicycle and Pedestrian Advisory Committee

No. of Members: 5 Meetings: Quarterly

Background

This committee was formed in 2010 following the adoption of Ordinance 2010-06¹ and pursuant to Transportation Element Policy 1.5.18 of the Comprehensive Plan.

The purpose of the Committee is to promote trail, pedestrian and bicycle circulation systems and encourage increased use of non -motorized transportation in the city. The Committee is tasked to perform the following duties:

- 1) Serve as an advocate for the adoption of a Trail and Bicycle System Master Plan for the city.
- 2) Promote pedestrian and bicycle travel as a viable transportation choice to connect neighborhoods with parks, schools, commercial areas, and other destinations in the city and surrounding area.
- 3) Assist with identifying funding sources and implementation strategies which further the development of an interconnected network of trails, sidewalks and bikeways within the city.
- 4) Recommend to the city commission establishment, development, planning, funding and maintenance of specific trail, sidewalk and bicycle projects.
- 5) Consider all matters submitted to it by the city commission or staff and shall offer suggestions or recommendations on its own initiative. It shall receive petitions and suggestions from the citizens of the city, and shall cooperate with civic groups, governmental agencies, and other organizations regarding trail, sidewalk and bicycle system planning and implementation.

The membership of the board is limited to residents. There are no additional stated requirements or considerations for member appointments.

Meetings are staffed by a representative of the City Clerk's Office and the Community Development Department.

Staff Analysis

The Bicycle and Pedestrian Advisory Committee (BPAC) has met infrequently since its creation in 2010 and a total of 13 times since 2015. Most of these meetings occurred in 2021 following a suggestion to merge the committee with the Parks and Recreation Advisory Committee and subsequent action by the Committee to meet monthly. These meetings were almost exclusively informational in nature and required extensive research and communication between City and County Staff related to the Cross-Seminole Trail, and communication with the Florida Department of Transportation (FDOT) related to a crossing at State Road 419.

¹ See Appendix A

Below is a look at the last three years:

Bicycle and Pedestrian Advisory Committee

	<i>Cancelled or Occurred</i>	<i>Reason</i>	<i>Duration</i>
2022	3 Cancelled	1 – No Quorum; 2 – Staff	
	1 Meetings		33 minutes
2023	3 Cancelled	1 – No Quorum; 2 - Staff	
	1 Meetings		33 minutes
2024	4 Cancelled	Staff Cancellation	

The main responsibility of the Committee is outside of the jurisdiction of the City of Winter Springs and Seminole County's Parks and Preservation Advisory Committee covers many of the same functions.

Recommendation

Staff recommends sunseting the Bicycle and Pedestrian Advisory Committee. If the Commission would like to pursue this course of action, an ordinance with two public hearings would be required.

If the Commission does not desire to sunset the Committee, staff would recommend referring matters for consideration to the committee to receive feedback. Another suggestion would be to merge this and other committees to enhance productivity.

ORDINANCE NO. 2010-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA, CREATING THE PARKS AND RECREATION ADVISORY COMMITTEE; ESTABLISHING PURPOSE AND DUTIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission adopted the Evaluation and Appraisal Report Amendments to the Comprehensive Plan on September 28, 2009; and

WHEREAS, Recreation and Open Space Element Policy 1.1.2 directs the establishment of a Parks and Recreation Advisory Committee; and

WHEREAS, a Parks and Recreation Advisory Committee is needed to advise in the planning and implementation of city parks and recreation programs; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

Section 2. **Code Amendment.** The City of Winter Springs Code, Chapter 2, is hereby amended to create new sections 2-45 and 2-46 as follows (underlined type indicates textual additions to the City Code):

Sec. 2-45. Creation; composition; appointment of members.

(a) Pursuant to Recreation and Open Space Element Policy 1.1.2 of the city's comprehensive plan, the City hereby creates a Parks and Recreation Advisory Committee.

(b) The Committee shall have nine (9) members and membership on the Committee shall be in accordance with the terms of Section 2-42 of this code except as expressly provided in this Section. The membership of the Committee shall, whenever possible, include the following:

- (i) an active member of the Winter Springs Senior Association;
- (ii) an active member of a youth sports organization or program;

- (iii) an individual who is active in planning or assisting with special events of the City;
 - (iv) an individual who is active in an adult sports organization or program;
 - (v) an individual who uses or accompanies children in the use of City playgrounds;
 - (vi) an active member of a conservation group or agency, or an individual with experience in the use of parks for public purposes;
 - (vii) an individual who participates in or supervises children who participate in the City's summer program(s), civic center program(s), camp(s) or other similar program(s).
 - (viii) an individual who is active in fundraising efforts;
 - (ix) an individual with general interest in Parks and Recreation.
- (c) Appointees to the Committee shall have knowledge and experience or interest in the planning and implementation of city parks and recreational facilities, as determined by application. No person shall be appointed with private or personal interests likely to conflict with the general public interest.
- (d) The Committee shall conduct four (4) quarterly regular meetings each year and may conduct additional special meetings as may be necessary to properly perform its duties and functions.
- (e) The Committee shall establish rules and or bylaws to govern the manner in which its meetings and affairs are conducted, provided that such rules and procedures are not inconsistent with federal and state law, the city code or direction of the city commission.
- (f) The Parks and Recreation Advisory Committee shall be subject to the Florida Public Records Act and the Sunshine Law.

Sec. 2-46. Purpose and duties.

(a) The purpose of the Parks and Recreation Advisory Committee is to promote park and recreation programs of the city and to recommend to the Parks and Recreation Director, as well as other city staff and the city commission as needed, policies and actions to promote, plan, design, construct and utilize city parks and related special events, fundraising and recreation programs. The Committee shall perform the following duties:

- (1) Advise and assist the Parks and Recreation Director, as well as other city staff and the city commission as needed, in matters involving or affecting city parks and recreation;
- (2) Keep the Parks and Recreation Director, as well as other city staff and the city commission as needed, informed of the status and progress of recreational and parks services, plans, special events, fundraisers and activities;
- (3) Advise and make recommendations to the Parks and Recreation Director, as well as other city staff and the city commission as needed, regarding the promotion of citizen participation in recreation and park programs and distribution of information about leisure activities offered by the city; and

(4) Assist the Parks and Recreation Director, as well as other city staff and the city commission as needed, in the implementation of the goals, objectives and policies of the Recreation and Open Space Element of the city's comprehensive plan.

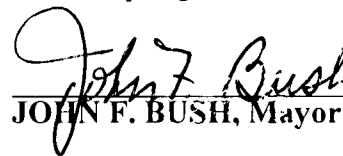
Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

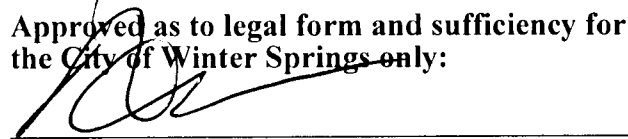
ADOPTED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on the 23rd day of August, 2010.


JOHN F. BUSH, Mayor

ATTEST:


ANDREA LORENZO-LUACES, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:


ANTHONY A. GARGANESE, City Attorney

First Reading: April 12, 2010
Second Reading: August 23, 2010
Effective Date: August 23, 2010

Parks and Recreation Advisory Committee

No. of Members: 9 Meetings: Quarterly

Background

This committee was formed in 2010 following the adoption of Ordinance 2010-07⁵ and pursuant to Recreation and Open Space Element Policy 1.1.2 of the Comprehensive Plan.

The purpose of the parks and recreation advisory committee is to promote park and recreation programs of the city and to recommend to the parks and recreation director, as well as other city staff and the city commission as needed, policies and actions to promote, plan, design, construct and utilize city parks and related special events, fundraising and recreation programs. The committee shall perform the following duties:

- 1) Advise and assist the parks and recreation director, as well as other city staff and the city commission as needed, in matters involving or affecting city parks and recreation;
- 2) Keep the parks and recreation director, as well as other city staff and the city commission as needed, informed of the status and progress of recreational and parks services, plans, special events, fundraisers and activities;
- 3) Advise and make recommendations to the parks and recreation director, as well as other city staff and the city commission as needed, regarding the promotion of citizen participation in recreation and park programs and distribution of information about leisure activities offered by the city;
- 4) Assist the parks and recreation director, as well as other city staff and the city commission as needed, in the implementation of the goals, objectives and policies of the Recreation and Open Space Element of the city's comprehensive plan.

The membership of the committee is limited to residents and shall, whenever possible, include the following:

- An active member of the Winter Springs Senior Association;
- An active member of a youth sports organization or program;
- An individual who is active in planning or assisting with special events of the city;
- An individual who is active in an adult sports organization or program;
- An individual who uses or accompanies children in the use of city playgrounds;
- An active member of a conservation group or agency, or an individual with experience in the use of parks for public purposes;

⁵ See Appendix A

- An individual who participates in or supervises children who participate in the city's summer program(s), civic center program(s), camp(s) or other similar program(s).
- An individual who is active in fundraising efforts;
- An individual with general interest in parks and recreation.

Meetings are staffed by a representative of the City Clerk's Office and the Parks and Recreation Department.

Staff Analysis

The Parks and Recreation Advisory Committee (PRAC) is the city's largest committee with nine members. While the committee does meet regularly, the content is often informational with staff providing updates of projects that have been completed.

Below is a look at the last three years:

Parks and Recreation Advisory Committee

	<i>Cancelled or Occurred</i>	<i>Reason</i>	<i>Duration</i>
2022	2 Cancelled		
	2 Meetings		Average 50 minutes
2023	3 Cancelled	1 – No Quorum	
	1 Meeting		1 hour and 13 minutes
2024	4 Meetings	1 Rescheduled	Average 55 minutes
		1 – 20-minute late start	

Recommendation

Staff recommends sunseting the Parks and Recreation Advisory Committee. If the Commission would like to pursue this course of action, an ordinance with two public hearings would be required.

If the Commission does not desire to sunset the Committee, staff would recommend reducing the number of members to no more than seven, evaluating and following the membership criteria, and referring matters for consideration to the committee to receive feedback. Another suggestion would be to merge this and other committees to enhance productivity.

REGULAR AGENDA ITEM 501

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Resolution 2025-02: Updating the Retention Policy of Official Meeting Recordings and Formal Agenda Documents for Periods of Time Exceeding the Minimum State Requirement for Retention

SUMMARY

The general records schedules established by the Department of State are intended for use by state, county, city and special district public records custodians. The City Clerk's Office primarily uses the GS1-SL, which provides retention periods for the most common administrative records, such as routine correspondence and personnel, payroll, financial and legal records. The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices and fiscal management principles. These are minimum retention periods and public agencies may retain their records longer at their discretion.

The City of Winter Springs adopted Resolution 2008-23, establishing a Records Retention Policy authorizing the City to retain certain records beyond the minimum requirements established in the Department of State General Records Schedule GS1-SL. Subsequently, the city adopted Resolution 2008-24 (attached) authorizing extended retention periods for certain documents.

At the time of Resolution 2008-24, the city was in possession of over 20 years' worth of meeting audio on cassette tapes, the majority of which had already met retention and should have been sent for disposition. After the adoption of this resolution, the department was required to maintain these records. Cassette tapes were the primary medium for meeting audio until around 2016 when the department began using CDs. Per *Rule 1B-26.003(10), Florida Administrative Code* cassette tapes are not an acceptable format for record copies of permanent records. The City Clerk's Office is currently in possession of as many as 6,000 cassette tapes which, if we are not allowed to send for disposition, will need to be converted into an acceptable and accessible format. The quality of these tapes is unknown, but it is fair to believe that many may already be unusable. The time and cost to convert these records would be considerable and the current space they are taking is substantial. These old tapes have little to no administrative value given their age and condition.

Meeting audio has been stored digitally since January 2018. Digital audio and video, while not taking physical space, also has a cost associated with cloud storage in the

long term that may need to be addressed in the future. The proposed resolution seeks to retain digital audio/video permanently unless otherwise determined by the City Commission.

Other items that were specified in Resolution 2008-24 for extended periods (i.e. records of public input and roll call sheets) are memorialized in the official minutes and therefore, in the opinion of staff, do not require retention beyond what is prescribed in the GS1-SL (2 anniversary years after approval of the minutes). This items also have little to no administrative value after the time prescribed by the State.

Due to these considerations, the Clerk's Office is requesting the Commission consider adoption of Resolution 2025-02 modifying the established city retention schedules

FUNDING SOURCE

RECOMMENDATION

Staff is recommending the Commission adopt Resolution 2025-02 updating the retention policy of official meeting recordings and formal agenda documents for periods of time exceeding the minimum state requirement for retention.

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, UPDATING THE RETENTION POLICY OF OFFICIAL MEETING RECORDINGS AND FORMAL AGENDA DOCUMENTS FOR PERIODS OF TIME EXCEEDING THE MINIMUM STATE REQUIREMENT FOR RETENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Department of State maintains a General Schedule for state and local government agencies which regulates the minimum amount of time certain records must be retained; and

WHEREAS, public agencies, at their discretion, may retain certain records longer than the minimum retention period established by the Department of State; and

WHEREAS, this Resolution is adopted pursuant to Resolution 2008-23 which established a Records Retention Policy to authorize extension of minimum retention periods beyond the retention required by the Department of State General Records Schedule GS1-SL for State and Local Government Agencies; and

WHEREAS, the City Commission recognizes that meeting minutes are required to be maintained permanently. However, the City Commission desires to update its policy regarding the retention of meeting audio/video recordings, formal agenda items, and other supporting and presented meeting documents, and desires to retain the meeting documents specifically referenced herein to exceed the minimum state retention requirement and rely on the State's minimum retention periods for all other documents; and

WHEREAS, City Commission deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by reference.

Section 2. Records Retention for Minutes: Official Meeting and Supporting Documents. The City Commission of the City of Winter Springs hereby establishes extended

retention schedules for the following records (item numbers correspond to those established in the Department of State General Records Schedule GS1-SL for State and Local Government Agencies):

1. Minutes: Official Meetings (Preliminary/Audio Recordings/Video Recordings) Item #4

Official audio/video recordings of official City Commission meetings as defined by section 286.011(1), Florida Statutes from January 1, 2018 to present.

Retention:

- a) Record copy. Permanent.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

2. Minutes: Official Meetings (Supporting Documents) Item #123

Formal City Commission agendas and supporting documents.

Retention:

- a) Record copy. Permanent.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 4 Repeal of Prior Inconsistent Resolutions. Resolution No. 2008-24 is hereby expressly repealed in its entirety. All other prior resolutions or parts of resolutions in conflict herewith are also hereby repealed to the extent of the conflict.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Winter Springs, Florida.

[Signature Page Follows]

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this 10th day of February, 2025.

KEVIN McCANN, Mayor

ATTEST:

CHRISTIAN GOWAN, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:

ANTHONY A. GARGANESE, City Attorney

RESOLUTION NO. 2008-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AUTHORIZING THE RETENTION OF OFFICIAL MEETINGS MINUTES AND SUPPORTING DOCUMENTS FOR PERIODS OF TIME EXCEEDING THE MINIMUM STATE REQUIREMENT FOR RETENTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Department of State maintains a General Schedule for state and local government agencies which regulates the minimum amount of time certain records must be retained; and

WHEREAS, public agencies, at their discretion, may retain certain records longer than the minimum retention period established by the Department of State; and

WHEREAS, this Resolution is adopted pursuant to Resolution 2008-23 which established a Records Retention Policy to authorize extension of minimum retention periods beyond the retention required by the Department of State General Records Schedule GS1-SL for State and Local Government Agencies; and

WHEREAS, the City Commission desires to retain its official executed minutes, agendas and supporting documents permanently, and desires to retain other records related to the aforementioned records for a period of 25 years, thereby exceeding the minimum state retention requirement; and

WHEREAS, City Commission deems that this Resolution is in the best interests of the public health, safety, and welfare of the citizens of Winter Springs.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, THAT:

Section 1. Incorporation of Recitals. The foregoing recitals are deemed true and correct and are hereby fully incorporated herein by reference.

Section 2. Records Retention for Minutes: Official Meeting and Supporting Documents. The City Commission of the City of Winter Springs hereby establishes extended retention schedules for the following records (item numbers correspond to those established in the Department of State General Records Schedule GS1-SL for State and Local Government Agencies):

City of Winter Springs
Resolution No. 2008-24

Page 1 of 3

1. Minutes: Official Meetings (Preliminary/Audio Recordings/Video Recordings) Item #4

- A.** Official executed minutes and audio/video recordings of official City Commission meetings as defined by section 286.011(1), Florida Statutes.

Retention:

- a) Record copy. Permanent.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

- B.** Other records presented to or generated by the City Commission including, but not limited to handwritten or typed notes.

Retention:

- a) Record copy. 25 anniversary years after adoption of the official minutes or certification of transcript.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

2. Minutes: Official Meetings (Supporting Documents) Item #123

- A.** Formal City Commission agendas and supporting documents.

Retention:

- a) Record copy. Permanent.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

- B.** Other records presented to or generated by the City Commission within this record category including, but not limited to roll call sheets and sign-in sheets for speakers.

Retention:

- a) Record copy. 25 anniversary years after adoption of the official minutes or certification of transcript.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

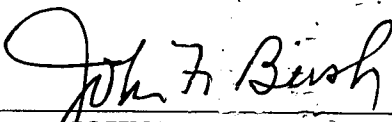
Section 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent

jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 4 Repeal of Prior Inconsistent Resolutions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Commission of the City of Winter Springs, Florida.

RESOLVED by the City Commission of the City of Winter Springs, Florida, in a regular meeting assembled on this 28th day of April, 2008.



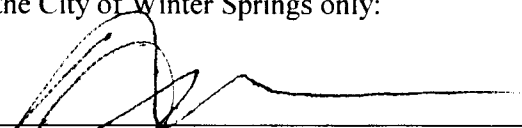
JOHN F. BUSH, Mayor

ATTEST:



ANDREA LORENZO-LUACES, City Clerk

Approved as to legal form and sufficiency for
the City of Winter Springs only:



ANTHONY A. GARGANESE, City Attorney

REGULAR AGENDA ITEM 502

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

Matters Related to Boards & Committees

SUMMARY

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

CURRENT VACANCIES:

- **Bicycle and Pedestrian Advisory Committee**
 - Seat One: Term Expires February 1, 2029
 - Seat Three: Term Expires February 1, 2029
 - Seat Five: Term Expires February 1, 2029
- **City Chaplain**
- **Parks and Recreation Advisory Committee**
 - Seat One Appointment: Term Expires February 1, 2029
 - Seat Two Appointment: Term Expires February 1, 2027
 - Seat Three: Term Expires February 1, 2029
 - Seat Five Appointment: Term Expires February 1, 2029
 - At-Large Appointment: Term Expires November 1, 2025
- **Veteran and Veteran Families Advisory Committee**
 - Seat Four Appointment
 - At-Large Appointment

FUNDING SOURCE

RECOMMENDATION

Staff requests the Commission make appointments to the Districting Commission, review the staff report on all boards and committees, and provide further direction.

REGULAR AGENDA ITEM 503

CITY COMMISSION AGENDA | FEBRUARY 10, 2025 REGULAR MEETING

TITLE

New Business

SUMMARY

Pursuant to Sec 2-27 (c)(2) of the City Code, "Unless otherwise determined by the city commission, each regular agenda shall have a new business section, in the order on the agenda approved by the city commission, which allows the mayor, any city commissioner, city manager or city attorney an opportunity to raise, if necessary, new issues not on the agenda that require discussion and potential future direction by the city commission. The new business section shall not be used to present items requiring prior public notice or hearing, for reports allowed under subsection (m), or be used as a substitute for timely placing items on the agenda prior to the agenda packet being distributed or as an add-on item as required by subsection (b). The city commission will not take final action on any new business item that is considered a major initiative and/or initiative that would ordinarily require significant city staff research. Persons introducing new business items are encouraged to provide background information regarding the item prior to or at the meeting in the same manner as permitted for reports under subsection (m)(4)."

FUNDING SOURCE

RECOMMENDATION