



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion
Councilman Orlando Lamas

Councilman Jorge Santin
Councilman Fabian Perez-Crespo

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, January 12, 2026 – 7:00 PM

Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
(In-person and virtually; See the end of the Agenda for additional information)

1. **Call to Order/Roll Call**
2. **Invocation:**
 - A) Led by Vice Mayor Joseph Dion
3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.
4. **Agenda/Order of Business**
5. **Awards & Presentations**
6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or by email . The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. **The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.**
7. **Approval of Council Minutes**
 - A) December 8, 2025 – Regular Meeting
8. **Reports from Boards & Commissions**
9. **Public Hearings**

- A) **Ordinance - First Reading (Deferral Requested)** - An Ordinance Of The City Of Miami Springs, Florida, Creating Section 150-081 Of Chapter 150 Of The City's Code Of Ordinances To Create A New Medical And Residential Care (MRC) Zoning District Permitting Nursing, Convalescent, And Extended-Care Homes; Assisted Living Facilities; And Accessory Uses And Structures Incidental Thereto And Establish Development Parameters Governing Development In The District; Providing For Severability; Providing For Codification; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date.
- B) **Ordinance - First Reading (Deferral Requested)** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, [Approving / Approving With Conditions / Denying] A Zoning Map Amendment To Rezone Approximately ±5.49 Net Acres Of Property Located At 201 Curtiss Parkway And Associated Parcels, From R-3C Multiple Family Residential, Medium Density To MRC Medical And Residential Care, As Legally Described In Exhibit "A" Attached Hereto; Providing For Findings; Providing For Recording; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

10. Consent Agenda

- A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Mario's Painting And Services, Inc. For The Miami Springs Aquatic Center Interior And Exterior Repainting Project; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed \$41,596; And Providing For An Effective Date.
- B) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving The 2026 Council Meeting Schedule; Providing For Implementation; And Providing For An Effective Date.

11. Old Business

12. New Business

13. Other Business

- A) Discussion on Special Election For Potential Charter Amendments Relating to NW 36th Street and Abraham Tract

14. Reports & Recommendations

- A) City Attorney
- B) City Manager
- C) City Clerk
- D) City Council

15. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:

Monday, January 12, 2026 at 7:00 PM

**Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
(Physical Meeting Location)**

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time.

WATCH AND/OR PARTICIPATE IN THE MEETING

- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov.

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND 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.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, December 8, 2025 at 7:00 p.m.

Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida

In-Person/Virtual Council Meeting

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion

Councilman Jorge Santin

Councilman Fabian Perez-Crespo

Councilman Orlando Lamas

City Manager JC Jimenez

City Clerk Erika Gonzalez, MMC

City Attorney Roger Pou

Assistant City Manager Tammy Romero

Police Chief Matthew Castillo

Public Works Director Juan Pena

City Planner Silvia Vargas

- 2. Invocation:** Offered by Councilman Jorge Santin
- 3. Pledge of Allegiance:** The audience led in the pledge.
- 4. Agenda / Order of Business:**

Vice Mayor Dion moved to change the order of the agenda so that Items 9E and 9F are heard first and followed by 9C, 9D, 9A, and 9B. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

- 5. Awards & Presentations:**

A) Presentation by the Academy for Innovative Education Charter School High School Choir who will be performing a Christmas Song

Mayor Walter Fajet introduced the AIE Choir who then sang a Christmas melody for the City Council and the members of public.

B) Acknowledgment of the Founding Members of the First Leo's Club in Miami Springs

This item was deferred.

6. Open Forum: The following members of the public addressed the City Council: AIE Students Jackson and Sofia addressed the City Council.

7. Approval of Council Minutes:

- A) November 10, 2025 – Local Planning Agency Meeting
- B) November 10, 2025 – Regular Council Meeting

Vice Mayor Dion moved to approve the minutes of Local Planning Agency on November 10, 2025 and Regular Council Meeting on November 10, 2025. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

8. Reports from Boards & Commissions: None at this time.

9. Public Hearings:

A) Ordinance - Second Reading — An Ordinance Of The City Of Miami Springs, Florida, Amending The City’s Code Of Ordinance By Creating Section 150-180 “Certified Recovery Residences,” To Establish Review And Approval Procedures For Certified Recovery Residences; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the public hearing and there were no speakers at this time.

Vice Mayor Dion moved to approve the Ordinance on second reading. Councilman Lamas seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) Ordinance - Second Reading — An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 93, “Waste Removal And Property Maintenance,” Of The City’s Code Of Ordinances By Amending Section 93-12, “Non-Exclusive Waste Removal Franchise For Private Waste Haulers,” Relating To Franchise Fees, Late Charges, And Interest Charges; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the public hearing and there were no speakers at this time.

Councilman Perez-Crespo moved to approve the Ordinance on second reading. Vice Mayor Dion seconded the motion, which carried 5-0 on a roll call vote. The vote was as

follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

C) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Affirming A Recommendation Of The City's Board Of Adjustment To Approve With Conditions A Variance Application By Loretta S. Dunn-Moorehead For The Properties Located At 1101 And 1121 Quail Avenue (Property Folio Nos. 05-3013-037-0070 And 05-3013-037-0080) To Permit (i) A 15-Foot Front Yard Setback Where A 30-Foot Front Yard Setback Is Required And (ii) A 7.5-Foot Rear Yard Setback Where A 25-Foot Rear Yard Setback Is Required; Providing For Conditions; Providing For Final Order; Providing For Violations; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the public hearing and the following members addressed the City Council: Jeff Spangenberg, 1131 Quail Avenue and Carmen Spangenberg, 1131 Quail Avenue.

Councilman Lamas moved to approve the Resolution as presented. Councilman Santin seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

D) Resolution - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Affirming A Recommendation Of The City's Board Of Adjustment To Approve With Conditions A Variance Application By Marisol And Renier Martinez For The Property Located At 1240 Falcon Avenue (Property Folio No. 05-3024-017-0770) To Permit A 15-Foot Rear Yard Setback Where A 25-Foot Rear Yard Setback Is Required; Providing For Conditions; Providing For Final Order; Providing For Violations; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the public hearing and there were no speakers at this time.

Councilman Santin moved to approve the Resolution as presented. Vice Mayor Dion seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

E) Ordinance - First Reading - An Ordinance Of The City Of Miami Springs, Florida, Amending Section 150-080 Of The City's Zoning Code To Provide Clearer Development Standards For Nursing And Extended-Care Homes; Providing For Severability; Providing For Codification; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the public hearing and the following members addressed the City Council: Mario Martinez, 101 Navarre Dr.; Jaxon Joya & Sofia Enriquez, Address not listed; Kathleen Fleischman, 810 Pinecrest Drive; Buzz Fleischman, 810 Pinecrest Drive; Jeanette Casal, 220 Morningside Dr.; Carmen Spangenberg, 1131 Quail Ave.; Jeff Spangenberg, 1131 Quail Ave.; Steve

Grafton, 461 Morningside Dr.; Angelo Casanova, Address not listed; Felix Guardiola, 716 Palmetto Dr.; Natalie Carrillo, 222 Palmetto Dr.; Nirwal Nathan, 77 Palmetto Dr.; Gladys Perez Villanueva, Exempt pursuant to Chapter 119, F.S. (Miami Springs); Beth Hernandez, 610 Plover Ave.; Dan Whitman, 610 Plover Ave.; John Cummings, Address not listed; Vincent Medel, Address not listed.

Councilman Lamas moved to accept the recommendation of the Zoning and Planning Board and defer the Ordinance on first reading. Councilman Perez-Crespo seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

F) Ordinance - First Reading - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, [Approving / Approving With Conditions / Denying] A Zoning Map Amendment To Rezone Approximately ±6.86 Net Acres Of Property Located At 201 Curtiss Parkway And Associated Parcels, From R-3c Multiple Family Residential, Medium Density, And R-1b Single-Family Residential, To O-1 Professional Office District, As Legally Described In Exhibit "A" Attached Hereto; Providing For Findings; Providing For Recording; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title. The Mayor opened the hearing to the public and for purposes of efficiency the speakers addressed this item along with Item 9E.

Vice Mayor Dion moved to accept the recommendation of the Zoning and Planning Board and defer the Ordinance on first reading. Councilman Perez-Crespo seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

10. Consent Agenda:

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Additional Golf Products From Taylor Made Golf Company, Inc. For The City's Golf Club Pro Shop For Fiscal Year 2025-26 In An Amount Not To Exceed \$56,000; Providing For Authorization; And Providing For An Effective Date.

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Ovas & Co, LLC For Milling, Paving, And Sidewalk Improvements For The Hook Square Pump House Replacement Project; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed \$30,700; And Providing For An Effective Date.

C) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Automotive Parts And Repair Services For The City's Sanitation Fleet Vehicles From Wastebuilt Environmental Solutions, LLC For Fiscal Year 2025-26 In An Amount Not To Exceed \$30,000 Utilizing The Terms And Conditions Of Miami-Dade County Invitation To Quote (ITQ) No. EVN0000469 Pursuant To Section 31-11(E)(5) Of

The City Code; Providing For Authorization; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With Metro Express, Inc. For Citywide Roadway, Stormwater, And Sidewalk Installation And Repair Services Utilizing The Terms And Conditions Of Town Of Miami Lakes Contract No. 2025-05me Pursuant To Section 31-11(E)(5) Of The City Code; Authorizing The City Manager To Issue A Work Order To Metro Express, Inc. For The Services In An Amount Not To Exceed \$400,000 For Fiscal Year 2025-26; Providing For Implementation; And Providing For An Effective Date.

E) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Original Equipment Manufacturer (OEM)/Original Equipment (OE) Parts And Miscellaneous Fleet Shop Supplies For The City's Departmental Vehicles From TPH Holdings, Llc D/B/A The Parts House In An Amount Not To Exceed Budgeted Funds Utilizing The Terms And Conditions Of Miami-Dade County Contract No. Evn0000469 Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; And Providing For An Effective Date.

F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Preconstruction Activities And Project Coordination And Grant Management Services For The Forrest Drive Stormwater And Flood Mitigation Improvements Project In The Amount Of \$118,840; And Providing For An Effective Date.

G) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying The Purchase Of Toro Golf Course Fleet Maintenance Equipment From The Toro Company In An Amount Not To Exceed \$1,274,029.90 Utilizing The Terms And Conditions Of Sourcewell Contract No. 112624; Providing For Authorization; Declaring Certain Equipment As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; And Providing For An Effective Date.

H) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Public Transit Service Development Program Grant In The Amount Of \$116,500; Approving A Grant Agreement With The Florida Department Of Transportation (FDOT) Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

I) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Professional Services Agreement With Golfnow, LLC For A Comprehensive Technology Platform For The Management And Distribution Of Tee Times At The Miami Springs Golf And Country Club; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

J) **Resolution** — A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Designating Public Works Employees As First Responders As Federally Mandated; Authorizing The Use Of The Public Works Responder Symbol As Adopted By The American Public Works Association; Providing For Implementation; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Consent Agenda Items. Councilman Lamas seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

11. Old Business: None at this time.

12. New Business:

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Third Amended And Restated Interlocal Agreement With Miami-Dade County For Use Of The County Solid Waste Management System; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Resolution as presented. Councilman Perez-Crespo seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Issuance Of A Taxable Capital Improvement Revenue Note, Series 2025, Of The City Of Miami Springs, Florida, In The Aggregate Principal Amount Of \$1,305,530 For The Purpose Of Financing The Purchase Of Various Maintenance Equipment For The Miami Springs Golf & Country Club; Awarding The Sale Of The Note To Regions Commercial Equipment Finance, LLC; Providing For Security For The Note; Providing Other Provisions Relating To The Note; Making Certain Covenants And Agreements In Connection Therewith; Providing For Adoption Of Representations; Providing For Certain Other Matters In Connection Therewith; Providing For Severability; And Providing An Effective Date.

Councilman Santin moved to approve the Resolution presented. Councilman Perez-Crespo seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

13. Other Business: None at this time.

14. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou had no report at this time.

B) City Manager

City Manager JC Jimenez had no report at this time.

C) City Clerk

City Clerk Erika Gonzalez had no report at this time.

D) City Council

Councilman Santin expressed his appreciation and shared that the community experienced a wonderful weekend filled with Christmas spirit throughout the City.

Vice Mayor Dion stated that he would keep his remarks brief. He wished everyone a Merry Christmas and a Happy New Year, extended birthday wishes to his daughter, and expressed his pride in welcoming a Hall of Fame athlete to Miami Springs Senior High School to coach the football team. He concluded by welcoming Coach Deion “Coach Prime” Sanders to the community.

Councilman Lamas expressed his appreciation to the Public Works Department and the Parks and Recreation Department for their efforts in hosting two successful community events, noting that it was wonderful to see the events well attended. He thanked staff for their work.

Councilman Perez-Crespo thanked the Public Works Department for removing an additional pine tree along Curtis Parkway following the collapse of the first tree, noting that it had posed a significant safety hazard. He also announced that the County Tax Collector’s Office would be visiting the City on December 19, 2025, from 9:00 a.m. to 4:00 p.m., to provide services including driver license and identification services, motor vehicle registration, license plate issuance, handicap parking permits, local business services, and property tax payments. He encouraged residents to take advantage of the opportunity and concluded by wishing everyone a safe and enjoyable holiday season, encouraging time with family and friends.

Mayor Fajet thanked City staff and the City Council for their continued efforts and extended holiday greetings to the community, wishing everyone a Merry Christmas, a Happy New Year, a Happy Hanukkah, and Happy Holidays.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 11:00 p.m.

Respectfully submitted:

*Erika Gonzalez, MMC
City Clerk*

*Adopted by the City Council on
This 8th day of December, 2025.*

Dr. Walter Fajet, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: 1/12/2026

To: The Honorable Mayor Walter Fajet and Members of the City Council

Via: J.C. Jimenez, City Manager

From: Omar L. Luna, Recreation Director

Subject: Miami Springs Aquatic Center Repainting


Recommendation:

Recommendation by Recreation that Council approve an expenditure in an amount not to exceed \$41,596.00, to Mario’s Painting and Construction, Inc., the lowest responsible quote after obtaining three written quotes (attached), for repainting the Miami Springs Aquatic Center as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (C)(2) of the City Code.

Discussion:

The Aquatic Center will undergo a full repainting of its interior/exterior as part of our regular facility maintenance cycle. It will be ten years since our grand opening in July 2016, and with exposure to the sun, chlorine, and daily wear has naturally caused fading and surface deterioration. Repainting at the stage is necessary to preserve the structural integrity of the facility, maintain safety standards, and ensure a clean, welcoming environment for our patrons. This project will enhance the appearance of the Aquatic Center and extend the lifespan of the building surfaces, ultimately reducing long-term maintenance costs.

Submission Date and Time: 12/10/2025 1:56 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Recreation</u>	 Dept. Head: _____	Dept./ Desc.: <u>Recreation Department</u>
Prepared by: <u>Omar Luna</u>	Procurement: _____	Account No.: <u>001-5702-572-6300</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>50,000</u>
		Current request: \$ _____
		Total vendor amount: \$ <u>41,596.00</u>



Mario's Painting and Construction
911 NW 209th Avenue Suite 104
Pembroke Pines, FL 33029
☎ 954-815-6198
🌐 mpc-build.com
✉ Info@mpc-build.com
@ mpc_build

11/1/25

Proposal

City of Miami Springs

Aquatics

1401 Westward Dr
Miami Springs, FL 33166

General Conditions:

Mario's Painting and Construction (MPC) will provide all required labor, insurance, equipment, and materials necessary to complete the work as specified and as required by the provisions of the current Miami-Dade County Edition of the south Florida Building code.

1. Contract, Plans, Specifications, Permits and Fees:

The work described in this contract, shall be done according to the Specification.

Permits: MPC shall apply for and obtain such permits and regulatory approval as may be required by the local municipal/county government, and the cost thereof shall be billed separately.

2. Project Location:

The project described in this painting contract's scope of work shall be conducted at 1401 Westward Dr, Miami Springs Fl 33166

1. General Overview

This project includes all labor, materials, equipment, and supervision required for the complete exterior and interior repainting of the Miami Springs Aquatics Complex.

Work will comply with the manufacturer's specifications, Sherwin-Williams product data sheets, and industry standards (PDCA P1, SSPC-SP standards, and ASTM D series for coatings).

2. General Requirements

- Coordinate with facility management for phasing and safety around public pool operations.



Mario's Painting and Construction
911 NW 209th Avenue Suite 104
Pembroke Pines, FL 33029
☎ 954-815-6198
🌐 mpc-build.com
✉ Info@mpc-build.com
@ mpc_build

- Provide barricades, signage, and protective coverings to ensure public safety and prevent overspray or debris from entering the pool or adjacent areas.
- Conduct a pre-job walk to confirm surface conditions and identify any substrate damage requiring repair prior to painting.
- All materials shall be from Sherwin-Williams and applied per product technical data sheets.
- Contractor shall provide Safety Data Sheets (SDS), product data sheets, and color samples for approval.

3. Exterior Painting Scope

3.1 Surfaces to Be Painted

- Concrete, stucco, and CMU building walls
- Soffits, fascias, and eaves
- Metal doors, frames, railings, and gates
- Decorative elements, light poles, exposed conduits (as directed)

3.2 Surface Preparation

1. **Cleaning:**
 - Pressure wash all exterior surfaces at 3,000 PSI minimum.
 - Remove dirt, chalking, mildew, algae, efflorescence, oil, and other contaminants.
 - Apply mildew-removing solution where organic growth is present.
 - Allow substrate to dry completely before coating.
2. **Repairs:**
 - Patch cracks and spalls with approved masonry patch or elastomeric patching compound.
 - Replace failed sealant joints around doors, windows, and expansion joints.
 - Scrape and sand loose or peeling paint to sound substrate.
3. **Metal Prep:**
 - Spot prime rusted or bare metal after mechanical cleaning to SSPC-SP2 or SP3 (hand or power tool cleaning).

3.3 Exterior Coating System

Manufacturer: Sherwin-Williams

Substrate: Stucco, CMU, concrete, previously painted surfaces



Mario's Painting and Construction
 911 NW 209th Avenue Suite 104
 Pembroke Pines, FL 33029
 ☎ 954-815-6198
 🌐 mpc-build.com
 ✉ Info@mpc-build.com
 @ mpc_build

Step	Product	Description	Coats
Primer	Loxon® Acrylic Conditioner (A24W8300)	Penetrating masonry sealer for chalky or porous substrates	1 coat
Finish	SuperPaint® Exterior Acrylic Latex (A80 Series)	Premium exterior acrylic coating providing excellent hide and weather resistance	2 coats

Application Details:

- Apply primer to all bare or porous masonry surfaces; allow full cure per data sheet.
- Apply two uniform coats of SuperPaint® Exterior using brush, roller, or spray.
- Ensure even coverage, color uniformity, and minimum 4 mils DFT (dry film thickness).
- Finish sheen: *Satin or Flat*, per Owner's selection.
- All work performed between 50°F–90°F and non-humid (below 85%) conditions.

4. Interior Painting Scope

4.1 Areas to Be Painted

- Locker rooms, restrooms, offices, corridors, mechanical rooms, and interior walls of the pool deck enclosure as specified.
- Ceilings, doors, frames, trim, and exposed structural elements where directed.

4.2 Surface Preparation

1. Clean all surfaces of dirt, oil, mildew, soap scum, and residue.
2. Scrape and sand peeling paint; repair cracks and holes in drywall or plaster.
3. Spot prime patched areas prior to finish coat application.
4. Ensure surfaces are dry and free of dust before coating.
5. Mask off fixtures, lighting, pool equipment, and flooring.

4.3 Interior Coating System

Manufacturer: Sherwin-Williams

Substrate: Drywall, plaster, CMU, and previously painted surfaces



Mario's Painting and Construction
 911 NW 209th Avenue Suite 104
 Pembroke Pines, FL 33029
 ☎ 954-815-6198
 🌐 mpc-build.com
 ✉ Info@mpc-build.com
 @ mpc_build

Step	Product	Description	Coats
Primer	ProBlock® Interior Latex Primer (B51W450 or B51N450)	Seals stains and ensures uniform topcoat appearance	1 coat
Finish	SuperPaint® Interior Acrylic Latex (A86 Series)	Durable, washable, and mildew-resistant coating for high-moisture environments	2 coats

Application Details:

- Apply primer over all new or bare surfaces and patched areas.
- Apply two finish coats evenly, allowing proper drying time between coats.
- Use Satin or Eggshell finish for walls, Semi-Gloss for doors and trim, and Flat for ceilings (unless otherwise specified).
- Maintain good ventilation and temperature (above 50°F) during application and curing.

5. Quality Control

- Verify surface moisture content <12% before painting.
- Conduct adhesion tests on sample areas before proceeding with full application.
- Submit mock-ups for Owner approval prior to starting production work.
- Final inspection shall verify color consistency, film uniformity, and absence of runs, drips, or holidays.
- Touch-up all blemishes before final acceptance.

6. Cleanup

- Remove paint debris, masking materials, and equipment daily.
- Restore all areas to original condition.
- Dispose of waste in accordance with local environmental regulations.
- Leave all areas broom-clean and free of overspray or residue.

7. Warranty

- Contractor shall warrant labor and workmanship for 1 year after completion.
- Sherwin-Williams product warranties shall apply per manufacturer's standard coverage.



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📧 mpc_build

- Contractor to provide color codes, product data, and maintenance recommendations for future touch-ups.

Costs:

Painting project

\$41,596.00

Notes and Exclusions:

- All materials and labor are included in this estimate.
- Any area or work not specified herein.

**This Proposal Includes All Labor, Materials and Equipment.
This proposal is valid for 60 days.**

Accepted By:

Signature

Print

Date

Signature

Print

Date



MARIO'S PAINTING AND CONSTRUCTION
LIC: CGC1534648

Mario's Painting and Construction
911 NW 209th Avenue Suite 104
Pembroke Pines, FL 33029
☎ 954-815-6198
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@ mpc_build

References

1. Contact Name: Brian Clark
Title: Director of Construction Services, housing department
Firm Name: Seminole Tribe of Florida
Address: 6300 Stirling Rd Hollywood, FL, 33024
Telephone: 954-662-8734
E-Mail: Brianclark@semtribe.com
2. Contact Name: Jeffrey Stratton
Title: Operations Supervisor at the Village of Wellington
Firm Name: Village of Wellington
Address: 12300 Forest Hill Blvd Wellington, FL 33414
Telephone: 561-735-2004
E-Mail: JStratton@Wellingtonfl.gov
3. Contact Name: Lisette San Pedro
Title: Property Manager
Firm Name: Marina Cove at Harbor Village
Address: 21387 Marina Cove Circle Aventura, FL 33180
Phone: 336-416-8066
E-Mail: lsanpedro@alliedpropertygroup.net
4. Contact: Shane Ruiz
Title: Vice President
Firm Name: Ark Construction Company
Address: 6230 SW 6th Ct
Contact Telephone: 954-562-4666
Contact E-mail Address: Shane@thearkcorp.com
5. Contact Name: Noel Evans
Title: Managing Principal
Firm Name: PF Construction
Address: 4722 SW 74th Avenue Miami, FL 33155
Telephone: 786-885-2050
E-Mail: nevans@pf-mgt.com

SERGIO DONIKIAN CONTRACTORS
75 North Royal Poinciana Blvd., Miami Springs, Florida 33166
www.sergiodonikiancontractors.com
sergiodonikian@aol.com

Office: (305) 822-7841

Cell: (305) 525-0143

Licensed-Insured C.C. 000019401

PARTIES: This Contract is entered into this 14th day of November 2025, between SERGIO DONIKIAN CONTRACTORS PAINTING & WATERPROOFING CO. INC. (herein referred to as Contractor) and Miami Springs Aquatic Center (herein referred to as Owner). (Owner phone) (305) 903-9831 who hereby agree that Contractor shall perform and furnish labor and materials described in this Contract for which Owner will pay Contractor and comply with the terms and conditions of this contract, which include the provisions on the reverse side hereof.

1. PROJECT LOCATION:

The Street address, apartment or unit number, city, state, and zip code of the Property is:

Miami Springs Aquatic Center, 1401 Westward Drive, Miami Springs, Florida 33166

Attn: Mr. James Dean / Mr. Omar Luna

2. SCOPE OF WORK: The work to be performed which includes materials, labor, supplies, paint and tools are included in the contract price, are as follows:

Building Permits: yes, X no (If permit needed, Owner to pay)

Approval: Owner shall select color and sheen 3 days prior to completion of pressure cleaning.

Exterior painting X yes, no Interior painting X yes, no

Description of work to be performed:

Interior: Interior walls of Multipurpose Room, foyer, two (2) bathrooms and ten (10) doors, excludes kitchen. Office: walls, two doors and ten door frames (exclude bathrooms). Prepare and paint walls of these sections and apply 1 – 2 coats of satin paint. Doors will be prepared and painted with a semi-gloss. Price is \$7,890.00. Labor and materials. (In office areas, only two doors and 10 frames).

Exterior: Multipurpose Room, Concession Building, Office Building and Bath and Pump Buildings: Pressure clean all exterior walls, ceilings, counters on concession building, retaining walls and doors. apply one coat of 100% acrylic sealer, patch and caulk on a need basis, apply finish coat of 100% acrylic satin exterior paint to all walls and ceilings. counters and doors will be done with a semi-gloss enamel. Price is \$49,950.00. Labor, materials and equipment.

Exclusions: interior of building, floors, underside of counters, ceiling side facing sky (only clean), roll up doors (only clean), sidewalks and light fixtures.

3. PAYMENT TERMS: All progress payments shall bear interest at the annual rate of 18% from the date payment is due and shall be paid as follows: On Interior, 50% at job start and 50% upon completion. On Exterior, 30% at job start, 40% at midpoint and 30% upon completion.

4. PROJECT COMMENCEMENT AND COMPLETION DATE: The Contractor will commence work on the project 3 - 4 weeks after acceptance with an estimated completion date of 6 – 8 weeks, which is subject to the terms and conditions of this contract.

5. CONTRACT EFFECTIVE DATE, ASSURANCE AND ACKNOWLEDGMENT: This contract will become effective on the date the last one of the Contractor or Owner has signed this agreement. A facsimile copy of this Contract and any signatures hereon shall be considered for all purposes as originals. If Owner is a corporation or partnership, the undersigned personally and in their individual capacity, unless otherwise specified in writing, do fully guarantee prompt payment of all monies to Contractor, in consideration for the contractor performing its work under this contract. The undersigned owner by signing this contract, acknowledges that they have read and understood all of its provisions and have received a copy of it.

IF YOU ARE NOT A COMMERCIAL BUSINESS OR MERCANTILE ORGANIZATION, PROPRIETORSHIP, PARTNERSHIP OR CORPORATION, YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OR THE THIRD BUSINESS DAY AFTER THE DATE OF EXECUTION HEREON.

Owner _____
(Sign Name)

Print Name MIAMI SPRINGS AQUATIC CENTER

Date _____

by _____
SERGIO DONIKIAN CONTRACTORS CO., INC.

Date _____



BELFOR Property Restoration

1520 S. Powerline Rd., Suite A - Deerfield Beach, 33442
(954) 596-8989 Tel. - (954) 596-5155 Fax
FL License # CGC046432 - Fed ID # 84-1309171

Insured: City of Miami Springs - Acquatic Center
Property: 1401 Westward Dr
Miami Springs, FL 33166

Estimator: Daniel Leoncio
Business: 1520 S. Powerline Road Suite A
Deerfield Beach, FL 33442

Business: (305) 563-1156

Claim Number:

Policy Number:

Type of Loss:

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 12/1/2025 10:20 AM

Price List: FLMI8X_DEC25
Restoration/Service/Remodel
Estimate: 25_1240_AQUATIC_PNT

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the painting detailed in the following estimate is **\$66,972.00**.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes.

BELFOR Property Restoration



BELFOR Property Restoration

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25_1240_AQUATIC_PNT

25_1240_AQUATIC_PNT

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Exterior & Interior Painting	1.00 EA	0.00	55,810.00	0.00	11,162.00	66,972.00
Exterior painting of 4 Buildings						
- Lift rental						
- Pressure wash all exterior walls						
- Patch exterior walls as needed						
- Caulking all windows						
- Primer and painting						
- Match existing colors						
Interior painting of Auditorium & Offices						
- Floor protection						
- Prep walls & patch as needed						
- Match existing colors						
Total: 25_1240_AQUATIC_PNT				0.00	11,162.00	66,972.00
Line Item Totals: 25_1240_AQUATIC_PNT				0.00	11,162.00	66,972.00



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Summary for Dwelling

Line Item Total	55,810.00
Overhead	5,581.00
Profit	5,581.00
Replacement Cost Value	\$66,972.00
Net Claim	\$66,972.00

Daniel Leoncio



BELFOR Property Restoration

1520 S. Powerline Rd., Suite A - Deerfield Beach, 33442
(954) 596-8989 Tel. - (954) 596-5155 Fax
FL License # CGC046432 - Fed ID # 84-1309171

Recap by Category

O&P Items	Total	%
PAINTING	55,810.00	83.33%
O&P Items Subtotal	55,810.00	83.33%
Overhead	5,581.00	8.33%
Profit	5,581.00	8.33%
Total	66,972.00	100.00%

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING MARIO'S PAINTING AND SERVICES, INC. FOR THE MIAMI SPRINGS AQUATIC CENTER INTERIOR AND EXTERIOR REPAINTING PROJECT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED \$41,596; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of interior and exterior painting services for the City's Aquatic Center (the "Project"); and

WHEREAS, in accordance with Section 31-11(C)(2) of the City's Code of Ordinances (the "Code"), the City requested three quotes for the Project, anticipating that the good faith estimate total cost would not exceed \$100,000; and

WHEREAS, Mario's Painting and Service, Inc. (the "Contractor") submitted the lowest Quote for the Project in the amount of \$41,596; and

WHEREAS, in accordance with Section 31-11(C)(2) of the City's Code, the City Council desires to select the Contractor for the Project and authorize the City Manager to negotiate and execute a Construction Contract (the "Contract") with the Contractor in an amount not to exceed \$41,596 in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Selection. That the City Council hereby selects the Contractor for the Project.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Contract with the Contractor for the Project in an

amount not to exceed \$41,596 in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2026.

MAYOR WALTER FAJET

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2026 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **MARIO'S PAINTING AND SERVICES, INC.**, a Florida For-Profit Corporation (the "Contractor").

WHEREAS, the City is in need of interior and exterior painting services for the City's Aquatic Center located at located at 1401 Westward Drive (the "Work"); and

WHEREAS, in accordance with Section 31-11(C)(2) of the City's Code of Ordinances (the "Code"), the City requested three quotes for the Project, anticipating that the good faith estimate total cost would not exceed \$100,000; and

WHEREAS, the Contractor submitted the lowest Quote for the Project in the amount of \$41,596, which Quote is attached hereto as Exhibit "A" and incorporated herein by reference and made a part hereof; and

WHEREAS, on January 12, 2026, the City Council adopted Resolution No. 2026-__, selecting the Contractor's Quote and authorizing the City Manager to negotiate this Contract with the Contractor to perform the Work for the Project in an amount not to exceed \$41,596; and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the Quote attached hereto as Exhibit "A," the City Approved Color Swatch for City Buildings attached hereto as Exhibit "B," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

MIAMI SPRINGS AQUATIC CENTER
INTERIOR AND EXTERIOR REPAINTING PROJECT

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed, attached hereto as Exhibit "C," providing a commencement date and issued

by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within thirty (30) calendar days from substantial completion ("Final Completion Time")**. The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time.

2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$41,596** in accordance with the Contractor's Quote, attached hereto as Exhibit "A." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to

the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3.** Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4.** The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.
- 3.5.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6.** This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1.** The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein and/or as determined by the City's Building Official or City Engineer. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all

applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. INDEMNIFICATION

5.1. The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Article.

5.2. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law.

5.3. In any and all claims against the City or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such

Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

5.4. It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

5.5. Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the City shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the City or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the City is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the City's sovereign immunity, nor shall anything in this Contract shall be construed to waive the City's sovereign immunity.

5.6. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000. If lower or higher coverage is required, the City shall select this box and insert the limits to replace the amounts set forth in this section: Revised limits: \$_____ (per occurrence); \$_____ (aggregate).

- 6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box: .
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.
- 6.1.2. Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.
- 6.1.2.1. Additional Insured.** The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: .

6.3. Notwithstanding any obligation which may be set forth or required in the Contract Documents, the City shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

- 7.1.1.3.** Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work— even if such laws and regulations are not specifically enumerated in this Agreement.
- 7.1.1.4.** Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the Project site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.1.1.5.** Contractor is aware of the nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of

the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor further covenants and warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all applicable laws and regulations, whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. If the City's building permit fees are waived for this Project, the City shall select this box: . If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. Events of Default. The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

8.1.1. fails to timely begin the Work;

8.1.2. fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;

8.1.3. performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

8.1.4. discontinues the prosecution of the Work pursuant to the accepted schedule;

8.1.5. fails to perform or comply with any material term set forth in the Contract Documents;

8.1.6. becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or

- 8.1.7. causes any act, whatsoever, not to carry on the Work in an acceptable manner.
- 8.2. In the Event of Default, the City may, upon seven (7) days written notice:
- 8.2.1. terminate the services of Contractor;
 - 8.2.2. exclude Contractor from the Project site;
 - 8.2.3. provide for alternate prosecution of the Work;
 - 8.2.4. appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
 - 8.2.5. finish the Work by whatever methods it may deem expedient.
- 8.3. In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by City for convenience as described below.
- 8.4. **Termination for Convenience.** This Contract may be terminated by the City for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the City, including, but not limited to, if the City has determined that such cancellation will be in the best interest of the City for its own convenience or funding is not available, appropriated, or budgeted.
- 8.4.1. In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the City as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.
- 8.5. If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the City in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the City in seeking legal relief for the default.
- 8.6. The rights and remedies of the City herein shall be cumulative and not mutually exclusive, and the City may resort to any one or more or all of said remedies without exclusion of any other. No

party other than the City, whether the Contractor, a material man, laborer, subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

9.2. Contractor's Requirements.

9.2.1. Contractor to Check Plans, Specifications, and Data. Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the City's Project Engineer, and shall notify the City's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and City's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the City's Project Engineer, will be done at the Contractor's sole risk.

9.2.2. Contractor's Responsibility for Damages and Accidents.

9.2.2.1. Contractor shall be responsible for promptly notifying the City of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.

9.2.2.2. Contractor shall accept full responsibility for, and insure, the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

9.2.2.3. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. The City shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

9.3.2. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.3. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.4. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction.

9.4.2. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. Contractor shall comply with the applicable provisions of Section 119.0701, Florida Statutes (Florida's Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. **Authorized Representative.**

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

9.8. **Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations

thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.8.1. Notwithstanding anything contained in the Contract Documents to the contrary, the City may exercise its right to implement an owner direct purchase program whereby the City will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the City to identify materials and equipment for purchase by the City. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the City under any owner direct purchase program.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

9.12. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 9.13. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the City.
- 9.17. Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City's reasonable attorneys' fees and costs incurred in connection therewith.
- 9.18. Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor 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, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

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

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format

that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.**

9.23. DBE Contract Assurance.

9.23.1. City affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

9.23.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

9.24. Scrutinized Companies.

9.24.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

9.24.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.24.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

9.24.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.25. State Required Affidavits. By entering into this Contract, the Contractor agrees to review and comply with the following state affidavit requirements:

9.25.1. Public Entity Crimes Affidavit. Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.25.2. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Contractor certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.25.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

9.25.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and

will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

9.25.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific.

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for the Project. The proposed Project schedule must be submitted within three (3) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.4. Staging Site.

10.4.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.4.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.4.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.4.4. Parking. No parking is permitted at a City-provided staging site without the prior written approval of the City.

10.5. Project Signage. "INTENTIONALLY OMITTED"

10.6. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.7. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.8. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.9. Unsatisfactory Personnel.

10.9.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.9.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.10. Contract Modification.

10.10.1. Change Orders.

10.10.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.10.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.10.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.10.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.10.2. Extension of Contract Time.

10.10.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.10.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.10.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.10.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.10.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.10.3. Continuing the Work

10.10.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.11. As-Built Drawings. "INTENTIONALLY OMITTED"

10.12. Specifications and Addenda: Legibly mark each section to record:

10.12.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

10.12.2. Changes made by Project Consultant's written instructions or by Change Order.

10.13. Approved Shop Drawings: "INTENTIONALLY OMITTED"

10.14. Record Set. "INTENTIONALLY OMITTED"

10.15. Maintenance of Traffic. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan. If MOT is not required, the City shall select this box: .

10.16. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute

additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

[Remainder of page intentionally left blank. Signature pages follow.]

DRAFT

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide 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 Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath

DRAFT



Mario's Painting and Construction
911 NW 209th Avenue Suite 104
Pembroke Pines, FL 33029
954-815-6198
mpc-build.com
Info@mpc-build.com
mpc_build

11/1/25

Proposal

City of Miami Springs

Aquatics

1401 Westward Dr
Miami Springs, FL 33166

General Conditions:

Mario's Painting and Construction (MPC) will provide all required labor, insurance, equipment, and materials necessary to complete the work as specified and as required by the provisions of the current Miami-Dade County Edition of the south Florida Building code.

1. Contract, Plans, Specifications, Permits and Fees:

The work described in this contract, shall be done according to the Specification.

Permits: MPC shall apply for and obtain such permits and regulatory approval as may be required by the local municipal/county government, and the cost thereof shall be billed separately.

2. Project Location:

The project described in this painting contract's scope of work shall be conducted at 1401 Westward Dr, Miami Springs FL 33166

1. General Overview

This project includes all labor, materials, equipment, and supervision required for the complete exterior and interior repainting of the Miami Springs Aquatics Complex.

Work will comply with the manufacturer's specifications, Sherwin-Williams product data sheets, and industry standards (PDCA P1, SSPC-SP standards, and ASTM D series for coatings).

2. General Requirements

- Coordinate with facility management for phasing and safety around public pool operations.



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- Provide barricades, signage, and protective coverings to ensure public safety and prevent overspray or debris from entering the pool or adjacent areas.
- Conduct a pre-job walk to confirm surface conditions and identify any substrate damage requiring repair prior to painting.
- All materials shall be from Sherwin-Williams and applied per product technical data sheets.
- Contractor shall provide Safety Data Sheets (SDS), product data sheets, and color samples for approval.

3. Exterior Painting Scope

3.1 Surfaces to Be Painted

- Concrete, stucco, and CMU building walls
- Soffits, fascias, and eaves
- Metal doors, frames, railings, and gates
- Decorative elements, light poles, exposed conduits (as directed)

3.2 Surface Preparation

1. **Cleaning:**
 - Pressure wash all exterior surfaces at 3,000 PSI minimum.
 - Remove dirt, chalking, mildew, algae, efflorescence, oil, and other contaminants.
 - Apply mildew-removing solution where organic growth is present.
 - Allow substrate to dry completely before coating.
2. **Repairs:**
 - Patch cracks and spalls with approved masonry patch or elastomeric patching compound.
 - Replace failed sealant joints around doors, windows, and expansion joints.
 - Scrape and sand loose or peeling paint to sound substrate.
3. **Metal Prep:**
 - Spot prime rusted or bare metal after mechanical cleaning to SSPC-SP2 or SP3 (hand or power tool cleaning).

3.3 Exterior Coating System

Manufacturer: Sherwin-Williams

Substrate: Stucco, CMU, concrete, previously painted surfaces



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Step	Product	Description	Coats
Primer	Loxon® Acrylic Conditioner (A24W8300)	Penetrating masonry sealer for chalky or porous substrates	1 coat
Finish	SuperPaint® Exterior Acrylic Latex (A80 Series)	Premium exterior acrylic coating providing excellent hide and weather resistance	2 coats

Application Details:

- Apply primer to all bare or porous masonry surfaces; allow full cure per data sheet.
- Apply two uniform coats of SuperPaint® Exterior using brush, roller, or spray.
- Ensure even coverage, color uniformity, and minimum 4 mils DFT (dry film thickness).
- Finish sheen: *Satin or Flat*, per Owner's selection.
- All work performed between 50°F–90°F and non-humid (below 85%) conditions.

4. Interior Painting Scope

4.1 Areas to Be Painted

- Locker rooms, restrooms, offices, corridors, mechanical rooms, and interior walls of the pool deck enclosure as specified.
- Ceilings, doors, frames, trim, and exposed structural elements where directed.

4.2 Surface Preparation

1. Clean all surfaces of dirt, oil, mildew, soap scum, and residue.
2. Scrape and sand peeling paint; repair cracks and holes in drywall or plaster.
3. Spot prime patched areas prior to finish coat application.
4. Ensure surfaces are dry and free of dust before coating.
5. Mask off fixtures, lighting, pool equipment, and flooring.

4.3 Interior Coating System

Manufacturer: Sherwin-Williams

Substrate: Drywall, plaster, CMU, and previously painted surfaces



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Step	Product	Description	Coats
Primer	ProBlock® Interior Latex Primer (B51W450 or B51N450)	Seals stains and ensures uniform topcoat appearance	1 coat
Finish	SuperPaint® Interior Acrylic Latex (A86 Series)	Durable, washable, and mildew-resistant coating for high-moisture environments	2 coats

Application Details:

- Apply primer over all new or bare surfaces and patched areas.
- Apply two finish coats evenly, allowing proper drying time between coats.
- Use Satin or Eggshell finish for walls, Semi-Gloss for doors and trim, and Flat for ceilings (unless otherwise specified).
- Maintain good ventilation and temperature (above 50°F) during application and curing.

5. Quality Control

- Verify surface moisture content <12% before painting.
- Conduct adhesion tests on sample areas before proceeding with full application.
- Submit mock-ups for Owner approval prior to starting production work.
- Final inspection shall verify color consistency, film uniformity, and absence of runs, drips, or holidays.
- Touch-up all blemishes before final acceptance.

6. Cleanup

- Remove paint debris, masking materials, and equipment daily.
- Restore all areas to original condition.
- Dispose of waste in accordance with local environmental regulations.
- Leave all areas broom-clean and free of overspray or residue.

7. Warranty

- Contractor shall warrant labor and workmanship for 1 year after completion.
- Sherwin-Williams product warranties shall apply per manufacturer's standard coverage.



MARIO'S PAINTING AND CONSTRUCTION
LIC: CGC1634648

Mario's Painting and Construction
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☎ 954-815-6198

🌐 mpc-build.com

✉ Info@mpc-build.com

📧 mpc_build

- Contractor to provide color codes, product data, and maintenance recommendations for future touch-ups.

Costs:

Painting project

\$41,596.00

Notes and Exclusions:

- All materials and labor are included in this estimate.
- Any area or work not specified herein.

This Proposal Includes All Labor, Materials and Equipment.
This proposal is valid for 60 days.

Accepted By:

Signature

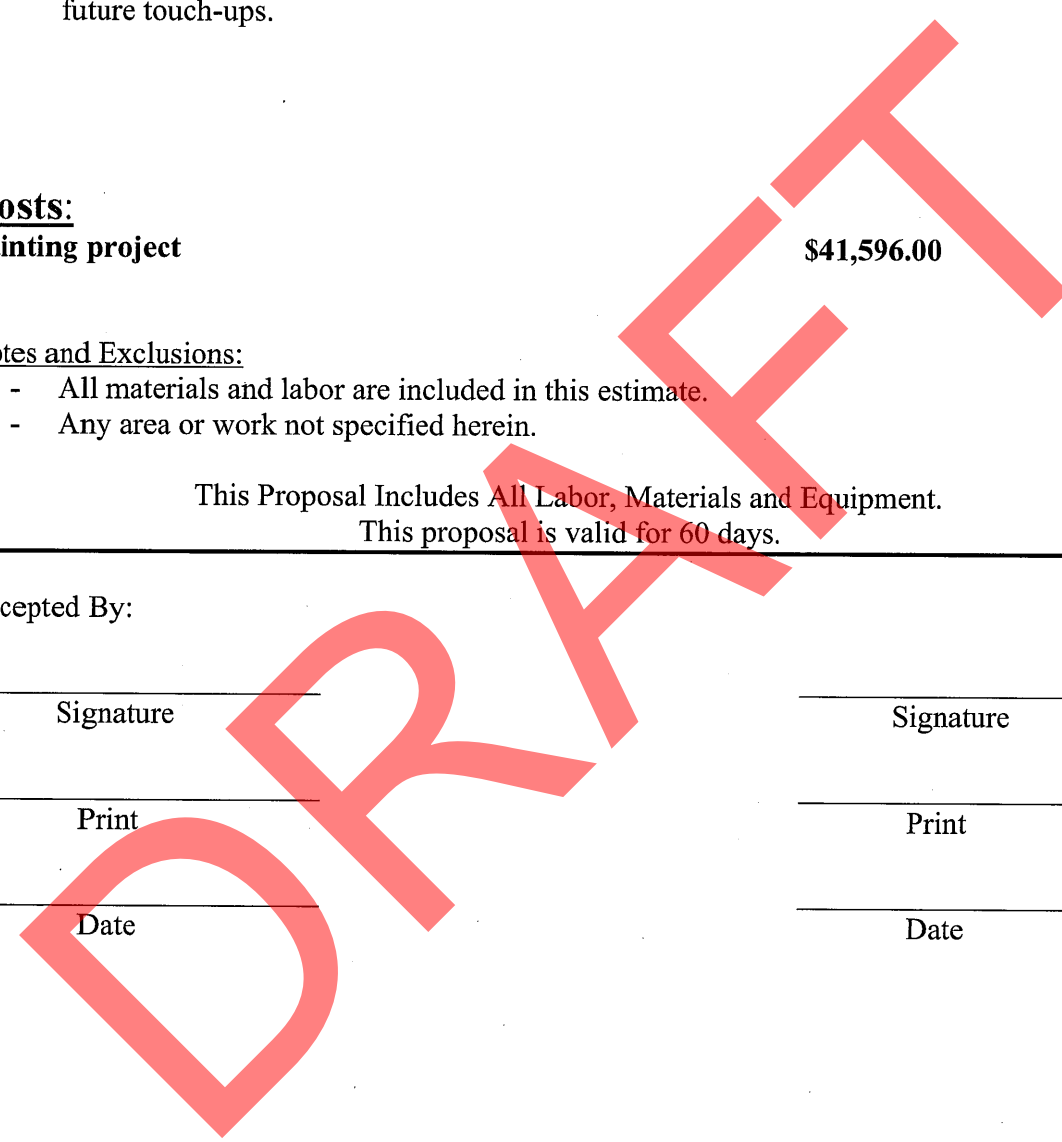
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Date

Signature

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Date





MARIO'S PAINTING AND CONSTRUCTION
LIC: CGC1534648

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✉ Info@mpc-build.com
@ [mpc_build](https://www.instagram.com/mpc_build)

References

1. Contact Name: Brian Clark
Title: Director of Construction Services, housing department
Firm Name: Seminole Tribe of Florida
Address: 6300 Stirling Rd Hollywood, FL, 33024
Telephone: 954-662-8734
E-Mail: Brianclark@semtribe.com
2. Contact Name: Jeffrey Stratton
Title: Operations Supervisor at the Village of Wellington
Firm Name: Village of Wellington
Address: 12300 Forest Hill Blvd Wellington, FL 33414
Telephone: 561-735-2004
E-Mail: JStratton@Wellingtonfl.gov
3. Contact Name: Lisette San Pedro
Title: Property Manager
Firm Name: Marina Cove at Harbor Village
Address: 21387 Marina Cove Circle Aventura, FL 33180
Phone: 336-416-8066
E-Mail: lsanpedro@alliedpropertygroup.net
4. Contact: Shane Ruiz
Title: Vice President
Firm Name: Ark Construction Company
Address: 6230 SW 6th Ct
Contact Telephone: 954-562-4666
Contact E-mail Address: Shane@thearkcorp.com
5. Contact Name: Noel Evans
Title: Managing Principal
Firm Name: PF Construction
Address: 4722 SW 74th Avenue Miami, FL 33155
Telephone: 786-885-2050
E-Mail: nevans@pf-mgt.com

EXHIBIT B

City Approved Color Swatch for City Buildings

CITY OF MIAMI SPRINGS
APPROVED COLOR PALETTE FOR ALL OTHER COMMERCIAL AREAS
 (PURSUANT TO RESOLUTION #2011-3510)

2112-70 AMERICAN WHITE	HC-12 CONCORD IVORY	AC-56 SHENANDOAH TAUPE
1-74 CHINA WHITE	HC-7 BRYANT GOLD	HC-86 KINGSPOUT GRAY
1-70 LINEN WHITE	2:58-30 DELIGHTFUL GOLDEN	HC-104 COPLEY GRAY
1-77 CAMPO WHITE	2:60-30 MAPLE SUGAR	HC-35 WINTHROP PEACH
2152-50 GOLDEN STRAW	2:53-30 TAPESTRY GOLD	AC-9 NUGGET
HC-33 MONTGOMERY WHITE	2:65-20 GOLDEN MEADOW	HC-75 MARYVILLE BROWN
E-54 RICHMOND BISQUE	2:61-40 ACORN YELLOW	AC-15 COLORADO CLAY
HC-34 WILMINGTON TAN	HC-42 ROXBURY CARAMEL	AC-12 COPPER MOUNTAIN
HC-14 PRINCETON GOLD	HC-43 TYLER TAUPE	2:75-30 RUST
HC-10 STUART GOLD	AC-2 BERKSHIRE BEIGE	HC-49 MAYFLOWER RED

CITY OF MIAMI SPRINGS

APPROVED

COLOR PALETTE

FOR

COMMERCIAL REVITALIZATION

NW 36TH STREET DISTRICT & ALL OTHER COMMERCIAL AREAS

Existing Commercial Facades

Potential Commercial Facades

EXHIBIT C
Sample Form Notice to Proceed

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

_____ (telephone)

_____ (email)

Project Name: Exterior Painting of the City of Miami Springs Community Center

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____

William Alonso, CPA, CGFO

City Manager

ACCEPTANCE OF NOTICE TO PROCEED

MARIO'S PAINTING AND SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE 2026 COUNCIL MEETING SCHEDULE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5.02 of the City of Miami Springs (the “City”) Charter provides that the Council shall meet regularly at such time as may be prescribed by its rules or upon the call of the Mayor or 3 Councilmembers; and

WHEREAS, the City Council desires to approve the 2026 Council meeting schedule attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the City Council hereby approves the Meeting Schedule attached hereto as Exhibit “A.”

Section 3. Implementation. That the City Manager, City Clerk, and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2026.

MAYOR WALTER FAJET

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT A
Council Meeting Schedule 2026

January 12, 26

February 9, 23

March 9, 23

April 13, 27

May 11, 26¹

June 8, 22

July² 23 (Millage Setting)

August 3 (Budget Workshop), 10, 24

September 14, 28

October 13³, 26

November 9

December 14

¹ Monday May 25 is Memorial Day, and therefore the meeting has been scheduled for Tuesday, May 26.

² The City Council is on recess in July and will not hold regular City Council meetings during this month.

³ Monday October 12 is Columbus Day, and therefore, the meeting has been scheduled for Tuesday, October 13.



OFFICE OF THE CITY CLERK
MEMORANDUM

TO: Honorable Mayor and Members of the City Council; City Staff
FROM: Erika Gonzalez, MMC, City Clerk
SUBJECT: **Council Meeting Schedule for 2026¹**
DATE: December 15, 2025

January 12, 26

February 9, 23

March 9, 23

April 13, 27

May 11, 26²

June 8, 22

July – Council Recess
July 23 (Millage Setting)

August 10, 24
August 3 (Budget Workshop)

September 14, 28

October 12³, 26

November 9

December 14

¹ This schedule is subject to change

² Monday, May 25th is Memorial Day, therefore the meeting has been scheduled for Tuesday, May 26th

³ Monday, October 12th is Columbus Day, therefore the meeting has been scheduled for Tuesday, October 13th



2026 BALLOT ISSUES DEADLINES

(As of February 14, 2025 - Subject to Change)

Should a municipality have a scheduled election or wish to conduct a special election along with the countywide 2026 Primary and General Elections, the **deadlines listed below must be followed**, in order to allow sufficient time for ballot preparation and to meet State-mandated deadlines to mail vote-by-mail ballots to overseas voters.

If you are considering conducting a special election, which includes adding a question(s) and/or filling a vacancy(ies), to a regularly scheduled election, please note that per F.S. 100.151, “...*the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his (her) consent obtained as to a date...*” Once approval is obtained from the supervisor of elections, the resolution and/or ordinance to call a special election must be passed to meet the deadlines listed below.

2026 SCHEDULED COUNTYWIDE ELECTIONS	DEADLINE FOR CANDIDATE QUALIFYING TO END	DEADLINE TO SUBMIT RESOLUTION AND/OR ORDINANCE TO THE SUPERVISOR OF ELECTIONS FOR CHARTER AMENDMENTS OR ANY OTHER QUESTIONS
PRIMARY ELECTION August 18, 2026	No later than Friday, June 12, 2026 <i>(Same as Federal, State, and County offices)</i>	No later than Friday, May 22, 2026
GENERAL ELECTION November 3, 2026	No later than Friday, August 21, 2026	No later than Friday, July 24, 2026