



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Orlando Lamas
Councilman Joseph Dion

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, June 22, 2026 – 7:00 PM

Council Chambers, 201 Westward Drive, 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 Orlando Lamas
3. **Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag.
4. **Agenda/Order of Business**
5. **Awards & Presentations**
 - A) Swearing In Ceremony for Police Chief Albert Sandoval
 - B) Presentation of Employee Service Award to David Olivas, Public Works Maintenance Worker II for 25 Years of service to the City of Miami Springs.
6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person or via email by following the instructions at the back of this agenda. 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) June 8, 2026 – Regular Meeting

8. Reports from Boards & Commissions

9. Public Hearings

10. Consent Agenda

- A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Gasoline And Diesel Fuel For The City's Vehicles From Pro Energy Fleet Fueling Llc In An Amount Not To Exceed \$100,000 Utilizing The Terms And Conditions Of The Florida Department Of Management Services State Term Contract No. 15100000-25-Stc Pursuant To Section 31-11(E)(5) Of The City Code; 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, Approving The Purchase Of Additional Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company Llc In An Amount Not To Exceed \$15,000 For Fiscal Year 2025-2026; Providing For Authorization; 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 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 \$30,000; Providing For Authorization; And Providing For An Effective Date.
- D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying And Approving A Contract For Construction With Tech Construction Group Residential, Inc. For Construction Work Relating To The Glenn H. Curtiss & June Bug Monument Project In The Amount Of \$96,485; 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 And Adopting An Amended Schedule Of Charges Relating To Building Permit Fees; Providing For Authorization; And Providing For An Effective Date.

11. Previous/Unfinished Business

12. New Business

13. Other Business

- A) Request by Councilman Dion to discuss renaming Peavy Dove Field to Tom Webb Field at Peavy Dove Park
- B) Request by Councilman Perez-Crespo to discuss the creation and publishing of a Welcome Guide for New Residents

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, June 22, 2026 at 7:00 PM
City Hall, Council Chambers, 201 Westward Drive, 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 or call in to 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.

Please provide the following information before delivering your comments: 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.

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, June 8, 2026 at 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, 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 Orlando Lamas

Councilman Jorge Santin

Councilman Joseph Dion

Councilman Fabian Perez-Crespo

City Manager JC Jimenez

City Clerk Erika Gonzalez Santamaria, MMC

City Attorney Roger Pou

Assistant City Manager Omar Luna

Deputy Police Chief Albert Sandoval

- 2. Invocation:** Offered by Mayor Walter Fajet.
- 3. Pledge of Allegiance:** The audience led in the pledge.
- 4. Agenda / Order of Business:**

Mayor Fajet proposed modifications to the agenda, including moving Open Forum before Awards and Presentations and moving the Fair Havens Project Update by Graham Penn from Item 13A under Other Business to Item 5E under Awards and Presentations to accommodate the presenter's attendance.

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

- 5. Awards & Presentations:**

A) Presentation from Commissioner Raquel Regalado of District 7, on the Florida Neuroinclusion Toolkit, a practical, no-cost roadmap designed specifically to help local governments build more inclusive communities for neurodivergent residents.

Miami-Dade County Commissioner Raquel Regalado presented the Florida Neuroinclusion Toolkit, a statewide resource designed to assist local governments in developing more inclusive communities for neurodivergent residents. Commissioner Regalado discussed Miami-Dade County's efforts related to neuroinclusion, including first responder training programs, voluntary emergency registries for individuals with special needs, sensory-friendly initiatives in libraries, parks, airports, and public events, and employment opportunities for individuals with disabilities. She emphasized that the toolkit provides local governments with practical resources, sample legislation, and implementation strategies at no cost. Members of the City Council thanked Commissioner Regalado for her leadership and commitment to improving accessibility and inclusion throughout the community.

B) Presentation recognizing Ms. Maria Teresa A. Sieg for her 40-year tenure as a teacher at Miami Springs Senior High School. This award honors Ms. Sieg's unwavering commitment to education and her four decades of dedicated service to the students and families of our community.

The Mayor and City Council recognized Ms. Maria Teresa Sieg for her 40 years of dedicated service as an educator at Miami Springs Senior High School. During the recognition, Ms. Sieg reflected on her career in education and expressed appreciation for the opportunity to teach and inspire generations of students. She spoke about her passion for literature and language arts and thanked the City Council for the recognition. The Mayor and Council members congratulated Ms. Sieg on her distinguished career and thanked her for her decades of service to the students and families of the Miami Springs community.

C) ACFR - Financial Audit Presentation

Brandon Lopez, Partner with CBIZ, presented the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2025. Mr. Lopez reported that the City received an unmodified opinion, commonly referred to as a clean audit opinion, representing the highest level of assurance that can be provided by the City's independent auditors. Mr. Lopez reviewed key financial highlights contained within the report, discussed the City's financial position, fund balances, revenues, expenditures, pension obligations, and long-term liabilities, and noted that the City remained in a strong financial position. He further advised that no material weaknesses or significant deficiencies were identified during the audit process. Members of the City Council thanked the Finance Department and the external auditors for their work in preparing and completing the audit.

D) Presentation of the Yard of the Month Award for June 2026 to 520 Forrest Drive

Mayor Fajet announced the June 2026 Yard of the Month Award recipient as the property located at 520 Forrest Drive, owned by the Saragosa Family. The Mayor recognized the family's efforts in maintaining and beautifying their property and encouraged residents to visit the home and view the landscaping improvements.

E) Fair Havens Project Update

Mr. Graham Penn provided an update regarding the Fair Havens Project. Mr. Penn advised that the project had received approvals from the Agency for Health Care Administration (AHCA) and that preparations were underway to begin construction activities. He discussed the anticipated phased renovation approach, beginning with the Kellogg Wing, which would allow residents to be relocated back into that portion of the facility before renovations continue throughout the remainder of the building. Members of the City Council inquired regarding permit status, anticipated construction timelines, and projected completion dates. Mr. Penn advised that he would provide additional scheduling information and updates to City staff as the project progresses. Following discussion, Councilman Santin requested that Mr. Penn return to provide another project update in approximately ninety (90) days, to which Mr. Penn agreed.

6. Open Forum: The following members of the public addressed the City Council: Judge Mabel Ruiz, address exempt from public records.

7. Approval of Council Minutes:

A) May 26, 2026 – Regular Meeting

Councilman Dion moved to approve the minutes of the Regular Council Meeting on May 26, 2026. Councilman Perez-Crespo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, 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 Council Of The City Of Miami Springs, Florida, Revising The Employees' Retirement System And Police And Fire Pension Plan; Amending Code Of Ordinance Section 35-47 To Permit Members Of The General Employees' Retirement System To Purchase Permissive Service Credit; Amending Code Of Ordinance Section 35-61 Of The Police And Fire Pension Plan To Permit The Purchase Of Prior Law Enforcement Service Or Permissive Service Credit; Providing For Conflicts; And Providing For An Effective Date

The City Clerk read the title of the Ordinance into the record. The City Manager explained that the proposed ordinance would permit members of the General Employees' Retirement System and Police and Fire Pension Plan to purchase permissive service credit at their own expense. He noted that the proposal originated from recommendations of the pension boards and would serve as an employee recruitment and retention tool while having no financial impact on the City. Vice Mayor Lamas indicated that questions raised during first reading had been satisfactorily addressed. The Mayor opened the public hearing. Nery Owens, 169 Curtiss Parkway, addressed the Council. There being no additional speakers, the public hearing was closed.

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

10. Consent Agenda:

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash, And Recycling For Residential And Commercial Customers Effective October 1, 2026; Providing For Implementation; And Providing For An Effective Date.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Providing For The Second Budget Amendment To The Fiscal Year 2025-2026 General Fund, Special Revenue, And Capital Projects Fund Budgets; And Providing For An Effective Date.

C) **Resolution** - A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Option To Renew To The Emergency Disaster Debris Monitoring Services Agreement With Debris Tech, Llc; And Providing For An Effective Date.

D) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Air Conditioning Units From Trane U.S. Inc. In An Amount Not To Exceed \$113,550 Utilizing The Terms And Conditions Of Racine County, Wisconsin, Contract No. 3341 Pursuant To Section 31-11(E)(5) Of The City Code; 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 An Agreement With Thermal Concepts, Llc For Installation Services Relating To New Air Conditioning Units For The Recreation Community Center In An Amount Not To Exceed \$19,900 Utilizing The Terms And Conditions Of The City Of Palm Beach Gardens Agreement No. Rfq2022-019cs(F); Providing For Authorization; Providing For Implementation; And Providing For An Effective Date.

F) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The City Manager To Issue A Change Order To The Construction Contract With Chi Alarms, Inc. Relating To The Installation Of A Fire Alarm System For The Community Center In An Amount Not To Exceed \$6,444; Providing For Implementation; And Providing For An Effective Date.

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

11. Previous/Unfinished Business: None at this time.

12. New Business:

A) **Resolution** - A Resolution Of The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On November 3, 2026 For The Purpose Of Submitting To The Electorate Of The City Of Miami Springs, Florida, A Charter Amendment; Providing Requisite Ballot Language; Providing For Balloting And Election Procedures; Providing For Notice Of Election; Providing For Copies; Providing For Charter Amendment Election Procedures And Related Details; Providing For Inclusion In The Charter; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date.

The City Clerk read the title of the Resolution into the record. City Attorney Roger Pou explained that the Resolution would amend the previously scheduled special election date relating to the proposed charter amendment concerning the NW 36th Street District. The proposed action would move the election from the August 2026 Primary Election to the November 3, 2026 General Election. He clarified that the ballot language itself would remain unchanged and that the Resolution only modified the election date.

Mayor Fajet noted that the Council had previously discussed the benefits of moving the election to November in order to provide additional time for community outreach, public education, and discussion regarding the proposed charter amendment. Councilmembers discussed the proposed timeline, election deadlines, and opportunities for public engagement prior to the election.

Following discussion, the Mayor opened the public hearing. Ivan Garcia, 1265 Thrush Avenue, addressed the City Council. After public comment and Council discussion, Councilman Dion moved to approve the Resolution. Vice Mayor Lamas seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, Councilman Perez-Crespo and Mayor Fajet voting Yes.

13. Other Business:

A) Update on the Fair Havens Project by Graham Penn

This item was heard under Awards and Presentations as Item 5E.

14. Reports & Recommendations:

A) City Attorney

City Attorney Roger Pou reported on a time-sensitive legal matter involving a disputed ownership claim to a 2019 Lamborghini that had been identified by the Miami Springs Police Department through its license plate recognition system. Mr. Pou explained that competing ownership claims had been asserted by a private individual and a Canadian automobile dealership. In order to assist the Police Department and obtain a judicial determination regarding ownership of the vehicle, his office filed a Petition for Declaratory Relief with the court. A hearing was scheduled for June 23, 2026.

Following discussion, Councilman Dion moved to ratify the filing and authorize the City Attorney's Office to continue representing the City in the matter. Councilman Santin seconded the motion, which carried 5-0 by roll call vote. The vote was as follows: Vice Mayor Lamas, Councilman Santin, Councilman Dion, Councilman Perez-Crespo and Mayor Fajet voting Yes.

B) City Manager

City Manager JC Jimenez recognized Golf Director Kevin and the Golf Course staff for their efforts in organizing the Centennial Curtiss Cup Golf Tournament. Mr. Jimenez also announced the promotion of Albert Sandoval to Chief of Police. He noted that Chief Sandoval began his career with the City as a Public Service Aide and advanced through the ranks while pursuing additional education and professional development. Mr. Jimenez expressed pride in the City's ability to develop internal talent and stated that he looked forward to working with Chief Sandoval in his new role.

Assistant City Manager Omar Luna had no report.

C) City Clerk

City Clerk Erika Gonzalez Santamaria had no report at this time.

D) City Council

Councilman Santin congratulated Chief Albert Sandoval on his promotion and thanked him for his continued service to the community. He also highlighted the success of the Centennial Curtiss Cup Golf Tournament, thanked the Golf Course staff and volunteers for their efforts, and noted that the event would continue as an annual tradition beginning again in 2027. Councilman Santin reminded residents of the upcoming August 22, 2026 Centennial Celebration, including the unveiling of the Glenn Curtiss statue and monument, and encouraged residents to participate in the festivities. He concluded by reminding residents to exercise caution during the summer months and be mindful of children enjoying outdoor activities throughout the City. Councilman Santin also extended birthday wishes to his wife.

Councilman Dion congratulated both Chief Matthew Castillo on his appointment as Chief of Police for the City of Doral and Chief Albert Sandoval on his promotion to Chief of Police for the City of Miami Springs. He reflected on his early meetings with Chief Castillo and then-Deputy Chief Sandoval after taking office and noted that it quickly became apparent that public safety in Miami Springs was in excellent hands. Councilman Dion stated that Chief Castillo and Chief Sandoval had consistently demonstrated professionalism, integrity, teamwork, and an unwavering commitment to public safety.

He expressed appreciation for their leadership and service to the community and stated that he was confident the department's tradition of leadership, safety, and teamwork would continue under Chief Sandoval's command.

Vice Mayor Lamas congratulated Chief Sandoval on his promotion and expressed confidence in his leadership and continued service to the community.

Councilman Perez-Crespo thanked Golf Director Kevin Morris for organizing the inaugural Curtiss Cup Golf Tournament and acknowledged the participation of Vice Mayor Lamas, Councilman Dion, City Manager Jimenez, and Assistant City Manager Luna. He congratulated Jorge Calil on his appointment as Artistic Director of Pelican Playhouse, extended best wishes to Officer Janice Simon on her retirement and Angie Aguila on her new position with the Hialeah Fire Department, congratulated Chief Matthew Castillo on his appointment as Chief of Police for the City of Doral, welcomed Chief Albert Sandoval as Miami Springs Police Chief, and wished everyone a Happy Father's Day.

Mayor Fajet provided an update regarding the City's "Mayor for the Day" program. He discussed a recent participant, Valery Astorga, a student interested in municipal government, who spent the day learning about City operations and meeting with department directors. Mayor Fajet praised City staff for the level of service provided throughout the organization and noted that the experience highlighted the important work performed daily on behalf of residents.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:30 p.m.

Respectfully submitted:

Erika Gonzalez-Santamaria, MPA, MMC
City Clerk

*Adopted by the City Council on
This 22nd day of June, 2026.*

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: 6/8/2026

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

Via: J.C. Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Blanket Purchase Order Increase – PRO Energy

RECOMMENDATION: Recommendation by Public Works that Council approves an increase to the existing open purchase order #260299 to PRO Energy, utilizing State of Florida under contract # 15100000-25-STC (attached), for the remainder of their contract term, including any extensions through 12/30/2028, in the amount of \$100,000.00 for the purchasing of gasoline and diesel for all city vehicles and equipment, as funds were approved in the FY 25/26 Budget, pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: On November 13, 2023, the City Council approved a purchase order in the amount of \$180,000 pursuant to Resolution No. 2023-4144 for the purchase of fuel necessary to support daily municipal operations. During the current fiscal year, both fuel consumption and market fuel prices have exceeded the amounts originally anticipated and encumbered under the existing purchase order. As a result, the remaining balance is insufficient to meet the City's projected fuel requirements through the end of the fiscal year. The requested increase to the existing purchase order is necessary to ensure an uninterrupted fuel supply for City operations and to prevent any disruption to essential municipal services. The City relies on fuel daily to operate its fleet of vehicles and equipment used in the delivery of critical services, including sanitation, public properties maintenance, parks and recreation, code compliance, public works operations, and police services, including emergency response activities. Approval of this increase will allow the City to continue providing these vital services without interruption while maintaining operational readiness and public safety.

Spent in FY: 24/25 \$231,633.00
 Spent in FY: 25/26 to date \$175,536.83

Submission Date and Time: 6/5/2026 4:07 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Rachel Buckner</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>All divisions that have vehicles.</u> Account No.: <u>001-0000-141.03-00</u> Additional Funding: _____ Amount previously approved: \$ <u>180,000.00</u> Current request: \$ <u>100,000.00</u> Total vendor amount: \$ <u>280,000.00</u>

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY'S VEHICLES FROM PRO ENERGY FLEET FUELING LLC IN AN AMOUNT NOT TO EXCEED \$100,000 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 15100000-25-STC PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of gasoline and diesel fuel for the City's departmental vehicles (the "Supplies"); and

WHEREAS, the City has historically purchased the Supplies from Pro Energy Fleet Fueling LLC (the "Vendor") utilizing state term contracts competitively bid by the Florida Department of Management Services ("FDMS"); and

WHEREAS, FDMS has entered into the new competitively bid State Term Contract No. 15100000-25-STC (the "State Contract") with the Vendor for the Supplies; and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the City Council desires to approve the purchase of Supplies from the Vendor consistent with the terms and conditions of the State Contract in an amount not to exceed \$100,000 and budgeted funds in future fiscal years for the term of the State Contract; 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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$100,000 for the Supplies for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the State Contract.

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

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

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



State Term Contract

No. 15100000-25-STC

For

Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

This State Term Contract No. 15100000-25-STC (“Term Contract”) is between the **Department of Management Services** (“Department”), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Pro Energy, LLC** (“Contractor”) with its principal place of business located at 9780 NW 115th Way, Medley, Florida 33178; collectively referred to herein as the “Parties.”

WHEREAS, the Department issued a competitive solicitation for Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on **December 31, 2025** or on the date signed by all Parties, whichever is later. **The Term Contract shall expire on December 30, 2028** unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

- a. This contract document
- b. Exhibit A, Scope of Work
- c. Exhibit B, Enterprise Standard Terms and Conditions
- d. Exhibit C, Markup Sheet

State Term Contract No. 15100000-25-STC For Bulk Fuel, Gasoline, Diesel, Marine, and Biodiesel

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

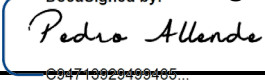
Contractor's Contract Manager:

CJ Cruz
Pro Energy, LLC
9780 NW 115th Way
Medley, Florida 33178
Telephone: (954) 661-6707
Email: cj@proenergy.us

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

By: 
094710929499405...

Name: Pedro Allende
Title: Secretary
Date: 12/18/2025 | 10:17 AM EST

Contractor:
Pro Energy, LLC

By: 
0C271AACB6D048A...

Name: CJ Cruz
Title: Contract Manager
Date: 12/16/2025 | 3:27 PM EST

EXHIBIT A SCOPE OF WORK

1. PURPOSE

To provide Customers with Bulk Fuel on a statewide or regional basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment D, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

ASTM International (ASTM) – ASTM International, formerly known as the American Society for Testing and Materials, is a globally recognized organization that develops and publishes voluntary consensus standards for a wide range of materials, products, systems, and services.

Back Haul Charge – A fee assessed when a Customer orders more Fuel than their storage tank(s) can safely accommodate, requiring the Contractor to return the excess Fuel to Contractor's facility.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Business Day – Each day during which the State and its agencies are open for business, from 8:00 a.m. to 5:00 p.m. at the Customer's location, Monday through Friday.

Cetane – The rating of diesel Fuel as a standard measure of the Fuel's ability to ignite quickly and cleanly under compression in a diesel engine. It is expressed as a number (e.g., 40, 45, 50) and indicates the Fuel's ignition quality — with higher numbers representing shorter ignition delays and more efficient combustion.

Contractor – A vendor that enters into a Term Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Data Transmission Network (DTN) FastRacks Average Price – The Fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities.

Delay Charge – A fee assessed for each thirty-minute increment that the Contractor is delayed (beyond the initial thirty-minute period, which is not subject to a delay charge) in commencing Delivery of Fuel due solely to the Customer's failure to provide access, authorization, or other necessary conditions for Delivery.

Delivery – The act of transporting and offloading Fuel at a Customer’s designated location or site.

Delivery Charge – A flat fee assessed for each completed Delivery of Fuel, regardless of the quantity delivered. This charge covers the basic costs associated with transportation, handling, equipment, and labor required to perform the Delivery.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Ethanol – Renewable, bio-based alcohol commonly used as a Fuel additive to reduce emissions and enhance Octane levels in gasoline. Ethanol used in motor Fuels must meet applicable standards such as ASTM D4806 to ensure quality, performance, and compatibility with engines.

Freight Charge – A transportation fee that may be applied to all shipments and is set by local authorities which means this fee may apply to both import or export shipments.

Fuel – Any fuel product obtained through this Term Contract. Fuel products shall consist of: Gasoline E10, Unleaded 87 Octane; Diesel Fuel, Grade No. 2-D Ultra Low Sulfur; Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur; Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum); Marine Diesel Fuel, Grade No. 2 with Biocide Additive; and Biodiesel Blend. Fuel may also be referred to in this Scope of Work as “Bulk Fuel.”

Group – A collection of Bulk Fuel that is described in this Scope of Work and Attachment C, Markup Sheet.

Markup – The Contractor’s price (per gallon) to be added to the DTN FastRacks Average Price to cover all costs associated with providing Fuel to the Customer’s location, except for the costs set forth in Section 3.3 of this Scope of Work. As shown on Attachment C, Markup Sheet, Markups may differ based on the Region in which Delivery of Fuel is made and actual product of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. Markup may be expressed as a negative number if the Contractor is offering a discount off the DTN FastRacks Average Price. The Contractor shall assess no other fees associated with the Delivery of Fuel except as expressly provided herein.

Non-Transport Delivery – A Delivery by Tank Wagon or other means with a minimum Delivery of 250 gallons and a maximum Delivery of 5,999 gallons for all Fuel products.

Octane – The rating of gasoline as a standard measure of the Fuel’s ability to resist engine knocking or pinging during combustion, caused by the air/Fuel mixture detonating prematurely in the engine. It is expressed as a number (e.g., 87, 89, 91) and indicates the Fuel’s anti-knock properties.

Order – Written agreement between the Customer and Contractor which establishes the products agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Pump Off Charge – A fee charged when Fuel must be offloaded from the Delivery truck to one or more tanks at the Customer’s designated location or site using a pump, rather than relying on gravity or standard unloading methods.

Region – Service area comprised of specific Florida counties, as defined in Attachment C, Markup Sheet.

Tank Wagon – A Delivery method utilizing a smaller-capacity Fuel truck capable of servicing locations with limited access or lower volume needs. This Delivery method requires a minimum volume of 250 gallons per Delivery and a maximum volume of 5,999 gallons per Delivery.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Top Off Charge – To bring Fuel to the maximum tank level of 1,000 gallons or less.

Transport Delivery – A Delivery by a transport truck with a minimum Delivery of 6,000 gallons for gasoline, 6,000 gallons for diesel, and 7,500 gallons for a combination load of gasoline and diesel.

3. SCOPE OF WORK

3.1 Description of Scope

The Bulk Fuel available for purchase through this Term Contract is classified under the following Groups:

Group	Product	Description
A	Gasoline E10, Unleaded 87 Octane	The product shall meet ASTM D4814 for automotive spark-ignition engine fuel and shall comply with the standards in Rule 5J-21.001, F.A.C.
B	Diesel Fuel, Grade No. 2-D Ultra Low Sulfur	Grade no. 2-D (.0015 mass Percentage sulfur, 40 Cetane min.), for use in over the road diesel engine, per ASTM D975, complying with Rule 5J-21.001, F.A.C.
C	Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur	For use in off-road diesel engine, minimum Cetane number of 40 using ASTM D613, ASTM D975, Grade # 2 S15. The product shall comply with the standards in Rule 5J-21.001, F.A.C.
D	Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)	The product shall be Unleaded Gasoline, 90 Octane (Anti-Knock Index minimum) and Ethanol-free, formulated specifically for use in marine engines. Product shall meet ASTM D4814 for automotive spark-ignition engine Fuel and comply with the standards in Rule 5J-21.001, F.A.C.
E	Marine Diesel Fuel, Grade No. 2 with Biocide Additive	The product shall be Grade No. 2-D Ultra Low Sulfur Diesel Fuel (maximum 0.0015 mass percent sulfur, minimum Cetane number of 40), meeting ASTM D975. It shall be suitable for use in marine diesel engines and treated with a Fuel-compatible biocide additive to control microbial growth, biofilm formation, and Fuel degradation. The biocide additive shall meet the Environmental Protection Agency (EPA) registration requirements under Federal Insecticide, Fungicide,

		and Rodenticide Act (FIFRA) for use in diesel fuels and be compatible with engine components and fuel system materials. The final product shall comply with the standards in Rule 5J-21.001, F.A.C.
F	Biodiesel Blend	Blend of grade no. 2-D ultra-low sulfur diesel and up to 20% biodiesel, for use in over the road diesel engine, meeting the ASTM D7467 for biodiesel blends (6% – 20%). The biodiesel component shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils, designated B100, B99.9, or B99, meeting the ASTM D6751 and be certified under the BQ9000 quality program. The diesel component (grade no. 2-D ultra-low sulfur diesel) and any blends with less than 6% biodiesel shall meet ASTM D975. The final product shall comply with the standards in Rule 5J-21.001, F.A.C. The Contractor must deliver any blend requested by the Customer.

Upon Customer request, Contractor must provide all certificates concerning product quality of all commodities listed in this Scope of Work.

3.2 Pricing Elements for Purchase of Fuels

Prices will be calculated for each Fuel product using the following information:

3.2.1 Group A - Gasoline E10, Unleaded 87 Octane

- DTN FastRacks Average Price for Gasoline E-10 10% Ethanol.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.2 Group B - Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low No. 2.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made

3.2.3 Group C - Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

- DTN FastRacks Average Price for Ultra Low Red No. 2.
- Contractor’s Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

3.2.4 Group D - Marine Grade Gasoline – Ethanol-Free (90 Octane Minimum)

- DTN FastRacks Average Price for Ethanol-Free Unleaded Gasoline (Marine Grade) or the closest available benchmark for non-Ethanol

recreational/marine gasoline as published for the terminal location nearest the Delivery point*.

- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

*Note: If the DTN FastRacks Average Price report does not publish a distinct Ethanol-Free gasoline price at a nearby terminal, the Contractor shall use the nearest available non-Ethanol gasoline rack price from the closest terminal location from the approved list below, with prior approval by the Customer. Contractor must provide supporting documentation showing the benchmark source used in invoicing.

3.2.5 Group E – Marine Diesel Fuel, Grade No. 2 with Biocide Additive

- DTN FastRacks Average Price for Ultra Low Sulfur Diesel No. 2, as published for the terminal location nearest the Delivery point.
- Contractor's Markup, as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

3.2.6 Group F - Biodiesel Blend

- DTN FastRacks Average Price for Ultra Low No. 2. The daily price will be used to calculate the diesel portion for Biodiesel.
- The Wall Street Journal's published Monday closing price for soybean oil, as printed in the Tuesday edition under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the Biodiesel. This method of calculating the bio portion will be used unless the Contractor receives prior written consent from the Customer to an alternate method of getting the weekly price. If no Monday price is published in the Wall Street Journal, then the next available published price will apply (Tuesday, Wednesday, etc.).
- Contractor's Markup as determined in Attachment C, Markup Sheet for the Region in which Delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which Delivery of Fuel is made.

Sample Calculations:

B20 wholesale price = 0.80 times the price for ultra-low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 wholesale price = 0.90 times the price for ultra-low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 wholesale price = 0.95 times the price for ultra-low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

The Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Term Contract. The Contractor

agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make all records supporting the invoiced prices available for inspection, upon written request by the Customer.

The DTN FastRacks Average Price used above will be that of the closest appropriate terminal, on the date of Delivery to the Customer, regardless of when or where the Contractor obtained the Fuel. The Contractor must subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-475-4755 or by creating an account at <https://www.dtn.com/refined-Fuels/wholesaler/fastracks/>.

The following terminals are used to refer to the DTN FastRacks Average Prices:

- Pensacola, FL
- Panama City, FL
- Jacksonville, FL
- Orlando, FL
- Tampa, FL
- Miami, FL
- Bainbridge, GA

3.3 Fuel Fees, Taxes, and Other Costs

The Contractor may assess the following charges at the rates set forth in Attachment C, Markup Sheet, for the county in which Delivery of Fuel is made:

- Delivery Charge.
- Freight Charge (Transport Deliveries only).
- Pump Off Charge (Transport Deliveries only).
- Delay Charge.
- Back Haul Charge.
- Top Off Charge.
- Tank maintenance, but only in the event the Contractor receives prior written consent from the Customer agreeing to pay a tank maintenance fee and the amount thereof.
- Any applicable Fuel taxes and petroleum-associated fees as determined by the county in which Delivery of Fuel is made.

No other fees, taxes, or costs may be assessed by the Contractor unless expressly allowed by the Term Contract or by law.

3.4 Delivery to Customers

A map of the four geographical Regions (Western, Northern, Central, and Southern) can be located in Attachment C, Markup Sheet.

3.4.1 Delivery Requirements

The following replaces section 5.e., Transportation and Delivery, of the PUR 1000.

NOTE: Gallons listed below may be converted to liters.

- 3.4.1.1 Transport Delivery on this Term Contract shall be for a minimum of:
- 6,000 gallons for a Delivery of gasoline;
 - 6,000 gallons for a Delivery of diesel; and
 - 7,500 gallons for a combination load of gasoline and diesel.

- 3.4.1.2 Delivery options on the Term Contract for less than the Transport Delivery minimum amounts listed above may be made via Non-Transport Delivery.
- 3.4.1.3 In the event of an emergency, gasoline and/or diesel Deliveries can be made by a transport truck for gasoline or diesel Deliveries less than the Transport Delivery minimum amounts listed above.
- 3.4.1.4 Delivery shall be Free on Board (F.O.B.) destination to the Customer's location throughout the State of Florida.
- 3.4.1.5 Delivery shall be made available to all Customers and their locations. Imperial measurements appearing are not intended to preclude Bids for Fuel with equivalent metric measurements.
- 3.4.1.6 Delivery of Fuel will be delivered to the Customer's tank(s) within 48 hours after a Customer's Order is received unless specified otherwise in writing by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make Delivery. If non-metered vehicles are used, the driver shall leave with the Customer a metered loading report from the terminal. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may agree to a higher Delivery Charge than that which is set forth in Attachment C, Markup Sheet, if Customer requests same day Delivery.
- 3.4.1.7 Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after Delivery.

3.5 Invoices

The Contractor shall submit timely and accurate invoices to the Customer. The Contractor shall have the ability to accept Customer Orders in writing, including electronically.

3.5.1 At a minimum the invoices are to provide the following information:

- Contractor's name, contract number, actual date of Delivery, location of Delivery, Fuel manufacturer, and Fuel quantity delivered;
- DTN FastRacks Average Price based on the actual Delivery date and named closest terminal used for price;
- Exempted taxes, fees, credits, Markup, and other charges consisting of Delivery, Freight, Pump Off, Delay, Back Haul, Top Off, or tank maintenance charge;
- Downward adjustments due to unforeseen circumstances including but not limited to erroneous orders, Fuel spills, Delivery of incorrect Fuel, and cross-fueling; and
- Total invoice price.

3.5.2 To encourage transparency, all line item costs on all invoices shall include a description of each cost sufficient for a Customer to understand and audit.

4. WARRANTY

The Contractor warrants that all Fuel delivered under this Term Contract shall conform to the specifications stated in this Scope of Work, and all applicable federal and state regulations,

including Rule 5J-21.001, F.A.C.

4.1 The Fuel shall be free from contamination, water, sediments, or other impurities that could impair vehicle or equipment performance. The Contractor shall be fully responsible for any damages, costs, or losses arising from Delivery or supplying of non-conforming or contaminated Fuel, including equipment repairs and remediation.

4.2 If any Fuel delivered under this Term Contract is found to be non-compliant, the Contractor shall, at their own expense:

4.2.1 Promptly replace the non-conforming Fuel;

4.2.2 Remove and dispose of the defective product in compliance with applicable federal and state regulations; and

4.2.3 Reimburse the Customer for any damages and reasonable expenses resulting from the Delivery, handling, or use of such Fuel.

The warranty shall extend for a period of at least 90 days from the date of each Delivery.

5. CUSTOMER SERVICE

The Contractor shall designate at least one authorized representative to serve as the primary point of contact for all matters related to this Term Contract, including ordering, Delivery coordination, billing inquiries, and quality concerns. The representative must be available by phone and email during Business Days and must respond to inquiries within one Business Day. The Contractor's representative shall maintain courteous and professional communication with the Department and Customers at all times.

6. COMPLIANCE AND COMPATIBILITY

It is the Contractor's responsibility to ensure that all Fuel supplied is compliant with the Term Contract requirements, specifications, terms, and conditions. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver Fuel that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

7. PUNCHOUT CATALOG AND ELECTRONIC INVOICING

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Floridapunchoutcatalog site, the user selects the desired products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN

This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Term Contract.

8. RECALLED COMMODITIES

In the event there is a recall of any commodity offered on the Term Contract, or any part or component of a, or any parts incorporated into the commodity, the Contractor shall assist the Department and Customers in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, assist the Department and each Customer in locating and obtaining any recalled commodities. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure recalled commodities are rectified, replaced and destroyed in compliance with all applicable laws.

9. REQUEST FOR QUOTES REQUIREMENT

Customers shall use a Request for Quotes in accordance with section 287.056(2), F.S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

10. FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right

to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the close of each month	\$100 per day late
Contractor will deliver Fuel in a timely manner as described in the Delivery Requirements Section	All Fuel Deliveries will be on time	All Fuel Deliveries will be made within 48 hours after Customer's Order is received	\$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

EXHIBIT B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.
- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.
- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:
- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.
- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.
- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.
- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:
- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flivendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer’s continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), “gratuity” means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor’s ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department’s Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department’s Contract Manager receives the dispute. The Department’s decision shall be final unless a party provides the other party with written notice of the party’s disagreement with the decision within ten (10) Business Days from the date of the Department’s decision. If a party disagrees with the Department’s decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department’s decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party’s principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor’s Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.



AGENDA MEMORANDUM

Meeting Date: 6/22/2026

To: The Honorable Mayor and Members of the City Council

Via: JC Jimenez, City Manager

From: Kevin Morris, Golf and Country Club Director

Subject: Tropic Oil

RECOMMENDATION:

Recommendation by Golf that Council approve an increase to the City's current open Purchase Order 260030 with Tropic Oil, in an amount not to exceed \$15,000.00, for fuel supply services of off road diesel and regular fuel at Miami Springs Golf & Country Club as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

DISCUSSION: Due to the ongoing conflicts of world events the price of fuel has risen exponentially over the past several months. This increase is to cover the cost through fiscal year end.

Submission Date and Time: 6/9/2026 10:05 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-5202</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>43,000.00</u>
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>58,000.00</u>

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE CITY'S VEHICLES FROM PRO ENERGY FLEET FUELING LLC IN AN AMOUNT NOT TO EXCEED \$100,000 UTILIZING THE TERMS AND CONDITIONS OF THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT NO. 15100000-25-STC PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of gasoline and diesel fuel for the City's departmental vehicles (the "Supplies"); and

WHEREAS, the City has historically purchased the Supplies from Pro Energy Fleet Fueling LLC (the "Vendor") utilizing state term contracts competitively bid by the Florida Department of Management Services ("FDMS"); and

WHEREAS, FDMS has entered into the new competitively bid State Term Contract No. 15100000-25-STC (the "State Contract") with the Vendor for the Supplies; and

WHEREAS, Section 31-11(E)(5) of the City's Code of Ordinances (the "Code") provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, the City Council desires to approve the purchase of Supplies from the Vendor consistent with the terms and conditions of the State Contract in an amount not to exceed \$100,000 and budgeted funds in future fiscal years for the term of the State Contract; 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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Supplies from the Vendor consistent with the terms and conditions of the State Contract.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$100,000 for the Supplies for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the State Contract.

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

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

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



October 8, 2025

Dear Ms. Laurie Bland,

On behalf of Tropic Oil, I would like to thank you and Miami Springs Golf and Country Club for being excellent customers. We are happy to continue to service you as your sole fuel provider with the existing solution:

- ULSD (Dyed) and Unleaded fuel delivered to 650 Curtiss Park Way, Miami Springs, FL.
- SMARTLOGIX wireless system
 - Remote monitoring- providing visibility to check product available in the tanks as well as maintaining historical data on consumption per product.
 - Used by dispatch to schedule deliveries and prevent runouts.
- Service team available to assist with any minor repairs.
 - Labor cost - \$75/hour.
 - Available tank farm to loan equipment if needed.

Please do not hesitate in reaching out with any questions or concerns you may have.

Sincerely,

Jessika Giuseppe





AGENDA MEMORANDUM

Meeting Date: 6/11/26

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

Via: JC Jimenez, City Manager

From: Kevin Morris, Golf and Country Club Director

Subject: TaylorMade

RECOMMENDATION: Recommendation by Golf that Council approve an increase to the City's current open purchase order # 260074 with TaylorMade, in an amount not to exceed \$145,000.00, for golf products as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (F)(5)(11)(C) of the City Code. We needed additional funds for the Curtiss Cup gifts which were paid for through the Centennial budget.

DISCUSSION: TaylorMade owns the rights to TaylorMade golf brand. We purchase their merchandise through a discounted program and re-sale them at market price at our golf shop. We receive discounts up to 40% off wholesale from TaylorMade and they have also provided us with 28 free rental sets for us to rent to guests who need golf clubs for their round.

Submission Date and Time: 6/11/2026 11:00AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Operations</u>
Prepared by: <u>Kevin Morris</u>	Procurement: _____	Account No.: <u>001-5707-572-5205</u>
Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/>	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: <u>115,000.00</u>
		Current request: \$ <u>30,000</u>
		Total vendor amount: \$ <u>145,000.00</u>

RESOLUTION NO. 2026-_____

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 \$30,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") purchases TaylorMade brand name golf apparel, equipment, and merchandise (the "Supplies") for resale at the City's Golf Club Pro Shop from the Taylor Made Golf Company, Inc. (the "Vendor"); and

WHEREAS, the Supplies are only available from the Vendor; and

WHEREAS, pursuant to Section 31-11(E)(6)(c) of the City's Code of Ordinances, the purchase of the additional Supplies is exempt from the City's competitive procurement process as the City's purchasing agent, in concurrence with the City Manager, has made a written determination that after conducting a good faith review of available sources, there is only one source for the required supplies, materials, or services; and

WHEREAS, the City is in need of additional Supplies for resale at the City's Golf Club Pro Shop in the amount of \$30,000.00, for a total amount not to exceed \$145,000.00 for fiscal year 2025-26; and

WHEREAS, the City Council desires to approve the purchase of the additional Supplies from the Vendor for fiscal year 2025-26 in an amount not to exceed \$30,000; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens 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. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The City Council hereby approves the purchase of the additional Supplies from the Vendor for fiscal year 2025-26 in an amount not to exceed \$30,000.00 pursuant to Section 31-11(E)(6)(c) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in an amount not to exceed \$40,000.00, for a total not to exceed of \$145,000.00 for fiscal year 2025-26.

Section 4. Effective Date. This Resolution shall become 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 Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

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



AGENDA MEMORANDUM

Meeting Date: 6/10/2026

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

Via: J.C. Jimenez, City Manager

From: Juan Pena, Director of Public Works

Subject: Glenn Curtiss Memorial Project Sidewalk and Electrical Work

Recommendation:

Recommendation by Public Works that Council approve the lowest proposed quote of TCGRI for \$96,485.00 for the Glenn Curtiss project. This work is financed by the Centennial Fund as funds were budgeted in the General Fund pursuant to Section §31.11 (F)(5)(11)(C) of the City Code.

Discussion:

The proposed project is being built through the City of Miami Springs and funded through the Centennial Fund. The work consists of installation of electrical work to illuminate the Glenn Curtiss Monument and the June Bug panels and the installation of the concrete pathway and stairs to both features. The scope of work includes the demolition and removal of the existing concrete sidewalks, along with the proper disposal of all debris. It also Repairs will address asphalt and concrete realignment. Additionally, the work includes relocating two pathway lights to the newly installed sidewalk. This will enhance both the sidewalk and the proposed monument.

Submission Date and Time: 6/17/2026 6:34 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Juan Pena</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Centennial Fund</u> Account No.: <u>001-</u> Additional Funding: _____ Amount previously approved: \$ <u>0.00</u> Current request: \$ <u>96,485.00</u> Total vendor amount: \$ <u>96,485.00</u>



ESTIMATE #	DATE	EXPIRES
1172	05/21/2026	

Title: Glenn Curtis and Junebug Monument

CUSTOMER

City of Miami Springs
 Juan Pena
 201 Westward Drive
 Miami Springs, FL 33166

SERVICE ADDRESS

201 Westward Drive
 Miami Springs, FL 33166

SUMMARY

**GLENN H. CURTISS & JUNE BUG MONUMENT
 CONCRETE SCOPE OF WORK**

Contractor shall furnish all labor, supervision, equipment, tools, materials, transportation, testing, coordination, and incidentals necessary to complete the concrete and electrical portions of the Glenn H. Curtiss & June Bug Monument project in accordance with the construction drawings, specifications, addenda, and City clarifications.

SCOPE OF WORK INCLUDES THE FOLLOWING:

1. MOBILIZATION, LAYOUT & COORDINATION

- Mobilization and demobilization of personnel, equipment, tools, and materials.
- Construction layout and field verification of dimensions, elevations, and existing site conditions.
- Coordination with the City, architect, structural engineer, statue fabricator, electrical utility, lighting supplier, and all related trades.
- Protection of existing sidewalks, landscaping, monument areas, trees, utilities, and public access areas during construction.
- Maintenance of safe pedestrian access and work area protection throughout construction.

2. DEMOLITION & SITE PREPARATION

- Saw cutting, demolition, removal, and lawful disposal of existing concrete, asphalt, and miscellaneous site improvements required for installation of the proposed work.
- Removal and preparation around existing electrical hand holes and existing underground

ESTIMATE #	DATE	EXPIRES
1172	05/21/2026	

utilities as required for construction.

- Coordination and relocation of two (2) existing light bollards outside of the proposed walkway area.
- Site clearing, grading, and preparation for new concrete improvements and underground electrical installation.

3. EARTHWORK & SUBGRADE PREPARATION

- Excavation, grading, and preparation for new concrete walkways, ramps, pedestal, and underground electrical raceways.
- Subgrade preparation and compaction in accordance with project specifications.
- Placement and compaction of fill material as required for proper elevations and support.
- Fine grading and slope preparation to match adjacent surfaces and drainage conditions.

4. CONCRETE WALKWAYS, RAMPS & STEPS

- Furnish and install approximately 5-inch thick reinforced concrete walkways, ramps, and steps in accordance with structural and architectural drawings.
- Concrete shall be minimum 4,000 PSI compressive strength.
- Install welded wire reinforcement and reinforcing steel as specified on project drawings.
- Provide thickened slab edges, turndown edges, keyways, ramps, and step transitions as detailed.
- Install control joints, expansion joints, score lines, and concrete jointing as shown on plans.
- Finish exterior concrete surfaces with broom finish unless otherwise indicated.
- Coordinate all concrete score lines and lighting fixture locations with architect and electrical contractor prior to concrete placement.

5. CONCRETE PEDESTAL

- Furnish and install reinforced concrete pedestal foundation and pedestal structure for future statue installation in accordance with structural drawings.
- Coordinate all embedded items, sleeves, anchor locations, and mounting provisions with statue fabricator and project team.



ESTIMATE #	DATE	EXPIRES
1172	05/21/2026	

project drawings, specifications, and manufacturer recommendations.

8. REINFORCING STEEL

- Furnish and install reinforcing steel, welded wire reinforcement, dowels, ties, chairs, and accessories required for concrete construction.
- Reinforcing installation shall comply with structural drawings and applicable codes.

9. TESTING & INSPECTIONS

- Contractor shall provide and pay for all required concrete testing and soil compaction testing associated with the project.
- Coordinate testing agency scheduling and inspection requirements with the City and project team.
- Correct deficiencies identified during testing or inspections.
- Coordinate electrical inspections and final approvals required for project completion.

10. CLEANUP & CLOSEOUT

- Maintain work area in clean and safe condition throughout construction.
- Remove debris, excess materials, and construction waste from site.
- Perform final cleanup of all work areas upon completion.
- Complete punch list items and inspection corrections associated with the work.
- Deliver closeout documents and warranties as required.

	Total
Glenn Curtis and Junebug Monument	\$103,500.00



ESTIMATE #	DATE	EXPIRES
1172	05/21/2026	

Subtotal	\$103,500.00
Tax: (0%)	\$0.00
Total	\$103,500.00



EXCLUSIONS
<p>EXCLUSIONS: The following items are specifically excluded from this proposal unless otherwise noted:</p> <ul style="list-style-type: none"> • Glenn H. Curtiss statue and mounting assembly. • Brass "June Bug" wing structure and exhibit panels. • Owner-provided lighting fixtures, drivers, housings, and driver enclosures. • Root pruning and irrigation relocation by City. • Unsuitable soils, contaminated materials, dewatering, rock excavation, or unforeseen underground utility conflicts. • Surveying and engineering services unless specifically noted. • Permit fees (to be reimbursed by City). <p>All work shall be performed in accordance with applicable codes, project drawings, specifications, City requirements, and manufacturer installation recommendations.</p>



LIC. CGC1534648

ESTIMATE #	DATE	EXPIRES
1172	05/21/2026	

TERMS & CONDITIONS

Mario's Painting and Construction, Inc. ("Contractor") shall provide all labor, supervision, materials, equipment, insurance, and services necessary to complete the work described in this estimate in accordance with the current Florida Building Code and applicable Miami-Dade County regulations, unless otherwise noted.

This estimate is based on information available at the time of proposal and assumes normal working conditions. Any work not specifically described in this estimate is excluded and may require a written change order.

This estimate is valid for 30 days from the date of issuance and is subject to material price fluctuations beyond Contractor's control.

Work shall commence upon written acceptance of this estimate, execution of a formal agreement (if required), and receipt of any required deposits, permits, or approvals.

Client is responsible for providing clear access to the work area during normal working hours. Contractor shall not be responsible for delays caused by weather, inspections, material availability, permitting authorities, or other conditions beyond Contractor's control.

Payment terms are as stated in the estimate. Unpaid balances may result in suspension of work. Contractor reserves the right to file a lien in accordance with Florida law for non-payment.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____



ESTIMATE #	DATE	EXPIRES
1127	03/06/2026	

Title: New Sidewalk at Clock Tower

CUSTOMER

City of Miami Springs
 Juan Pena
 201 Westward Drive
 Miami Springs, FL 33166

SUMMARY

Project Description:

Provide all labor, materials, equipment, supervision, and incidentals necessary to construct a new 6-foot-wide concrete sidewalk extending toward the clock tower and wrapping around the clock tower as indicated in the project plans or as directed in the field.

Scope of Work Includes:

1. Mobilization

- Mobilize all required personnel, equipment, tools, and materials to the project site.
- Establish safe work area and coordinate work with site conditions.

2. Site Preparation

- Layout the sidewalk alignment extending toward and around the clock tower.
- Excavate and prepare subgrade to proper depth to accommodate the concrete slab and base.
- Compact subgrade to provide a stable base for the concrete installation.
- Install formwork to achieve the required sidewalk width and alignment.

3. Concrete Sidewalk Installation

- Furnish and install a 6-foot-wide concrete sidewalk, 6 inches thick.
- Place, screed, finish, and cure concrete in accordance with standard industry practices.
- Provide a broom finish for slip resistance.

4. Control Joints

- Install control joints at appropriate intervals to minimize cracking, typically spaced according to industry standards for 6" concrete slabs.
- Ensure joints are straight, uniform, and properly aligned.

5. Wrap Around Clock Tower

- Form and pour concrete sidewalk to wrap around the perimeter of the clock tower structure as required to provide continuous pedestrian access.

ESTIMATE #	DATE	EXPIRES
1127	03/06/2026	

6. Cleanup

- Remove formwork, debris, and excess materials from the work area.
- Leave the site clean and free of construction debris upon completion.

Note:

This scope includes all mobilization, labor, materials, equipment, forming, placement, finishing, and jointing necessary to complete the sidewalk installation.

	Total
New Sidewalk at Clock Tower	\$5,280.00

Subtotal	\$5,280.00
Tax: (0%)	\$0.00
Total	\$5,280.00





LIC: CGC1534648

ESTIMATE #	DATE	EXPIRES
1127	03/06/2026	

TERMS & CONDITIONS

Mario's Painting and Construction, Inc. ("Contractor") shall provide all labor, supervision, materials, equipment, insurance, and services necessary to complete the work described in this estimate in accordance with the current Florida Building Code and applicable Miami-Dade County regulations, unless otherwise noted.

This estimate is based on information available at the time of proposal and assumes normal working conditions. Any work not specifically described in this estimate is excluded and may require a written change order.

This estimate is valid for 30 days from the date of issuance and is subject to material price fluctuations beyond Contractor's control.

Work shall commence upon written acceptance of this estimate, execution of a formal agreement (if required), and receipt of any required deposits, permits, or approvals.

Client is responsible for providing clear access to the work area during normal working hours. Contractor shall not be responsible for delays caused by weather, inspections, material availability, permitting authorities, or other conditions beyond Contractor's control.

Payment terms are as stated in the estimate. Unpaid balances may result in suspension of work. Contractor reserves the right to file a lien in accordance with Florida law for non-payment.

APPROVAL

This Estimate has been accepted on _____ by _____

Signature: _____



Concrete Proposal

May 11, 2026

Juan Pena

City of Miami Springs
201 Westward Drive
Miami Springs, FL 33166

Change Order Description – Glenn Curtis Memorial

Based on information provided by the above-mentioned client during a site visit and the "GLENN H. CURTISS & JUNE BUG MONUMENT" sheets G1.0, A1.0, S1.0, E-1 & E-2 permit set, we understand the scope to be the following:

- Demo & remove the existing walkway and sod.
- Bring in and compact crushed limerock
- 3280 sf of 5" slab on grade
- 420 sf of ramp and monument platform with north and south steps per plans.
- Colored paver band.
- All required reinforcing steel with accessories per plans.
- All required 4000 psi concrete per plans.
- All required formwork.
- All excavation, backfill and compaction necessary for the above referenced scopes.
- All needed labor materials, equipment, and supervision for a complete shell work.
- All needed concrete pumping/placing services.
- All needed concrete finishing services.
- All related sloping and depressions per plans.
- Rebar shop drawings.
- Layout using client provided survey.
- All applicable taxes and fees.
- Temp construction fencing, trash hauling and construction toilets.
- Necessary electrical scope and sod replacement by others.



CLIENT RESPONSIBILITIES

- The owner shall provide access to the site during working hours between 7:00am and 6:30pm.
- Services will terminate with completion of the structural work contained within this proposal.

COMPENSATION:

For the **Glenn Curtiss Monument Walkway & Ramp**, we propose a lump sum of *One Hundred Eight Thousand One Hundred Ninety-seven dollars and (\$108,196.75)*.

For the **Clock walkway**, we propose a lump sum of *Twenty-four Thousand Seventy-nine dollars (\$24,079)*

PAYMENT SCHEDULE FOR CONSTRUCTION SERVICES:

- TBD

REIMBURSABLE:

- Compensation for additional services shall be billed hourly at the rates agreement between owner & contractor.
- For any changes generated by the owner including any modifications to the scope of work not included in the construction documents.

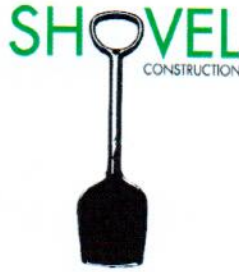
ADDITIONAL SERVICES:

Additional services, should they be required, will be billed as Change Orders.

EXCLUSIONS:

The following services are not part of this scope of work:

- **Permit fees.**
- **Additional scope requested by the Authority Having Jurisdiction.**
- **Afterhours work. After hours work is considered after 4 PM.**
- **Water and power for construction.**
- **Overtime.**



- **Performance and payment bond.**
- **Waterproofing.**
- **Afterhours work. After hours work is considered after 4 PM.**
- **Deep final clean up.**
- **Dumpster service.**
- **Water and power for construction.**
- **Overtime.**
- **Composite crew.**
- **Concrete test, compaction tests, density test, etc.**
- **Performance and payment bond.**
- **Furnishing of embeds.**
- **Parking fees**
- **Excavation and backfilling for other trades.**
- **Architectoral & Structural steel.**
- **Any electrical work.**
- **Any sod replacement.**
- **Tree root pruning or specific care.**

WARRANTY:

The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new, and the work will be free from defects not inherent in the quality required or permitted and that the work will conform to the requirements of the contract.

The contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

During the one-year period for correction of work if any of the work is found to be not in accordance with the requirements of the contract documents the contractor shall correct it.

ACCEPTANCE OF PROPOSAL

If the terms and conditions are acceptable, please sign and return this proposal to Luis Rodriguez for authorization to proceed. You are authorized to proceed with the above-described services.



ACCEPTED BY:

Signature

Date

PROPOSAL

Date: May 22, 2026

To: **Mr. Juan Pena, Director of Public Works**
Public Services Department
City of Miami Springs,
345 N Royal Poinciana Blvd
Miami Springs, FL 33166
Off 305 805 5170 ext 4224
penaj@miamisprings-fl.gov

From: **Alejandro Plasencia, President**
Tech Construction Group Residential Inc.
License# CGC1523631
284 Westward Dr.
Miami Springs, FL 33166
Phone: (786) 220-8172

Project: **Glenn H. Curtiss & June Bug Monument**
Miami Springs, FL 33166

Dear Mr Juan Pena

TCGRI (Tech Construction Group Residential Inc) proposes perform construction work per drawings prepared by Studio Plasencia, Bliss Nyitray Inc. and L Triana and Associates Inc. Dated April 1, 2026. Work included and not included has been listed in attached schedule of values spreadsheet. Please advise and we can provide licensing and insurance credentials.

Total cost for work shall be Ninety Three Thousand Eight Hundred Forty Dollars (\$93,840.00).

Payments shall be as follows;

30% Initial deposit
40% upon inspection of rebar approval
30% upon completion

*payment shall be made within 5 days of completion of each phase.

Thank you

Alejandro Plasencia

Acceptance

Juan Pena,

Glenn H. Curtiss & June Bug Monument		
5/26/26		
Schedule of Values		
	Supervision	
	General Labor	
	Cleaning, Construction, Trash and Debris Removal	
	Field Engineering / Surveying Not Included (layout will be marked with stakes and paint by TCGRI to be approved by Miami springs, public works, or architect)	
	Compaction test and concrete testing not included (can be included as additional cost)	
	Temporary Utilities Not Applicable	
	Portable toilet as needed	
	Temporary Fence with Mesh screen around work area included during construction	
	Certificates of Workers Compensation and General Liability Insurances	
	Permits fees not included	
	Demolition; remove old sidewalk and asphalt pathway, remove and dispose of old sod	
	Site Preparation excavate level and grade	
	5" limerock base at all slabs on grade	
not included	Soil Subterranean termite Treatment not included	
not included	Donation pavers by others, TCGRI will leave a concrete frame for pavers to be inserted at a later date by others	
	Landscaping; sod will be planted to patch areas affected. However, tree pruning, trimming, replacements or installations is not included	
not included	Irrigation not included	
	Labor and material for Forming, Rebar, Wire mesh, Concrete, Concrete broom finish	
	Structural Steel Work; Plate with tubes embedded in concrete included per plans	
not included	Metal screen sculpture and Statue by others	
	Limestone Coralina or similar tile cladding of monument pedestal	
	Electrical work install lights run low voltage wire to box located no more than 20ft from the concrete oval around the statue	
	Light fixtures and transformers provided by others	
	not included power supply (conduit, cables, breakers, box) from electrical panel to box by others	
Subtotal		\$ 83,900.00
	overhead and profit	\$12,585.00
	TOTAL	\$ 96,485.00

Clock Sidewalk on Westward		
5/26/26		
Schedule of Values		
	Supervision	
	General Labor	
	Cleaning, Construction, Trash and Debris Removal	
	Field Engineering / Surveying Not Included (layout will be marked with stakes and paint by TCGRI to be approved by Miami springs, public works, or architect)	
	Compaction test and concrete testing not included (can be included as additional cost)	
	Temporary Fence with Mesh screen around work area included during construction	
	Certificates of Workers Compensation and General Liability Insurances	
	Permits fees not included	
	Demolition; remove old sidewalk and asphalt pathway, remove and dispose of old sod	
	Site Preparation excavate level and grade	
	5" limerock base at all slabs on grade	
not included	Soil Subterranean termite Treatment not included	
not included	Donation pavers by others, TCGRI will leave a concrete frame for pavers to be inserted at a later date by others	
	Landscaping; sod will be planted to patch areas affected. However, tree pruning, trimming, replacements or installations is not included	
not included	Irrigation not included	
	Labor and material for Forming, Rebar, Wire mesh, Concrete, Concrete broom finish	
not included	electrical work not included	
	Subtotal	\$ 9,450.00
	overhead and profit	\$1,417.50
	TOTAL	\$ 10,867.50



May 20,2026

Mr. Juan Pena
City of Miami Springs -Public Works Department
345 N Royal Poinciana Blvd.
Miami Springs, FL 33166

PROPOSAL

SCOPE OF WORK

Team Contracting, Inc. proposes to furnish all labor, supervision, equipment, and incidental materials necessary to construct the new memorial concrete structure for a new monument (monument by others), including associated concrete walkways and electrical infrastructure, in accordance with the plans and specifications provided. The proposal is based off plans provided to Team Contracting, Inc. by Mr. Juan Pena via email on May 06, 2026, designed by Studio Plasencia Architecture + Interior Designs, Plans sheets G-1.0, A-1.0, S-1.0, S-2.0, E-1, and E-2 and attached answered RFI's date May 13, 2026..

The scope of work includes the following:

1. DEMOLITION / SITE PREPARATION

- Mobilization and site preparation.
- Layout and field verification of proposed improvements.
- Limited demolition and removal as required for construction.
- Excavation and subgrade preparation for foundations, walkways, and electrical conduits.

2. STRUCTURAL CONCRETE SLAB

- Forming, reinforcing, and placement of elevated structural concrete slab.
- Installation of reinforcing steel per structural drawings.
- Installation of anchor bolts, embeds, sleeves, and blockouts as required for monument installation by others.
- Concrete placement and finishing.
- Coordination with monument fabricator for required dimensions and attachment locations.



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511

Exclusions:

- Monument fabrication and installation.
 - Specialty coatings or finishes unless specifically noted.
 - Engineering or redesign of monument support requirements unless specifically included.
-

3. CONCRETE WALKWAYS

- Installation of concrete walkways adjacent to and surrounding the monument area.
 - Forming, reinforcing, pouring, and finishing of walkways.
 - Expansion joints and control joints as required.
 - Minor grading to transition new walkways into existing surfaces.
-

4. ELECTRICAL WORK

- Installation of underground conduits and pull boxes as required.
- Installation of branch circuitry for monument lighting and/or electrical equipment.
- Coordination of conduit stub-ups and rough-ins with monument supplier.
- Installation of conductors and grounding.
- Connection to existing electrical source where accessible and identified.

Electrical Exclusions:

- Utility company fees or utility upgrades.
 - New electrical service unless specifically noted.
 - Repairs to existing concealed or damaged electrical infrastructure.
 - Monument lighting fixtures or specialty controls unless specifically noted.
-

EXCLUSIONS

Unless specifically included above, the following are excluded from this proposal:

- Permit fees
- Engineering/design services
- Landscaping and irrigation restoration
- Dewatering
- Unsuitable soil remediation
- Specialty finishes

T (305) 207-9799 . F (305) 207-9790
13911 Southwest 42nd Street, Suite 209 . Miami, FL 33175



TEAM CONTRACTING
General Contractors & Design Builders
CGC 061511

- Monument fabrication and installation
- Testing and inspections by third parties
- Security
- Night or weekend work
- Utility relocations
- Maintenance of traffic
- New Landscaping

ASSUMPTIONS

- Owner shall provide approved plans and specifications.
- Monument dimensions, weights, and attachment details shall be provided prior to construction.
- Existing utilities are assumed to be accurately located.
- Existing electrical infrastructure intended for reuse is assumed to be operational.
- Work shall proceed during normal business hours unless otherwise noted.
- Any concealed conditions differing from those reasonably observable at time of proposal shall constitute additional work.

CLARIFICATIONS

- All work shall be performed in a workmanlike manner consistent with industry standards.
- Any additional work requested outside the scope of this proposal shall be performed pursuant to a written change order.
- Pricing is based upon uninterrupted access to the work area.

PRICE

Total Lump Sum Proposal:

\$ 195,280.00 (One hundred ninety-five thousand two hundred eighty dollars)

ACCEPTANCE

Accepted By: _____

Date: _____

T (305) 207-9799 . F (305) 207-9790
13911 Southwest 42nd Street, Suite 209 . Miami, FL 33175

Daniel Gell

From: Juan Pena <penaj@miamisprings-fl.gov>
Sent: Wednesday, May 13, 2026 2:56 PM
To: Daniel Gell
Cc: Rudy Ayan; Kristian Batista; JUAN CALVO
Subject: Re: Glenn Curtis Memorial - RFI's

Good afternoon, Daniel

I would like to confirm our discussion on the Glenn Curtiss Monument and the proposed electrical and concrete work required:

- Please confirm whether permit fees will be reimbursed.

All permit fees will be reimbursable by the City.

- Please confirm that the scope of work related to the Glenn H. Curtiss statue and the brass “June Bug” wing structure (including exhibit panels) will be provided and installed by others. The contractor is not responsible for the Glenn Curtiss Statue and the "June Bug" wing structure (including exhibit panels). These items are by others.
- Please confirm that the electrical scope of work is limited to the installation of owner-provided fixtures, including fixture housings, drivers, and driver enclosures. The electrical subcontractor will provide conduit, wiring, breakers (if required), and labor for installation. The contractor will install through their electrical sub-contractor owner provided fixtures, including fixture housings, drivers, and driver enclosures.
- Please confirm that the keystone stone cladding for the concrete pedestal will be provided and installed by others. Key Stone cladding and installation is by contractor.
- Please advise who will provide the steel pipe sleeve, including base plate, for the statue installation. The Statue fabricator will provide a mounting base for the statue.
- Is a geotechnical report available for this project? None-available.
- Will testing (e.g., concrete testing and compaction testing) be required? If so, please confirm who will be responsible for the associated costs. Concrete testing and soil compaction will be by the contractor and should be included in price.
- Please confirm that all walkways are to be 5” thick with welded wire reinforcement and 4,000 PSI concrete. The concrete walkways and welded wire requirements are per plan specifications.
- Demolition plans were not provided. During the site visit, it was mentioned that a lighted bollard (including base) will need to be removed. Please confirm the total number of bollards to be removed and clarify how the associated conduit and wiring should be handled. There are two existing light bollards to be removed and relocated out to the outside street edge of the new path of the proposed sidewalk. The contractor will relocate outside of the proposed walkway.
- Is it possible to provide a survey identifying the areas of existing concrete, asphalt, and bollards to be removed? There is a site plan on the plans; no other survey is available.
- Does the City have a tree protection detail that can be shared?
- Please provide additional details for the scope of work to the west (other location where the clock was relocated to) of the proposed new memorial. The page of the proposed sidewalk around the

Verdin Clock was provided, the new six feet sidewalk to match existing 6"-inch sidewalk around the clock leaving a one-foot separation from clock base.

- The attached photo shows two hand holes in the existing concrete sidewalk scheduled for removal. Please clarify the scope of work related to these hand holes. Existing Hand holes are for existing electrical power to the previous clock location. Electrical contractor to determine movement of the hand holes or eliminate the hand holes properly.
- Please confirm that the city will be responsible for root pruning and relocation of existing irrigation. The City will root prune existing Royal Poinciana tree and relocate existing irrigation if needed



Thank You

Juan Pena
Director of Public Works
Public Services Department

CITY OF MIAMI SPRINGS
345 N Royal Poinciana Blvd
Miami Springs, FL 33166
Office: 305.805.5170 ext. 4224
Fax: 305.805.5195
Email: penaj@miamisprings-fl.gov

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[Subscribe to our e-Newsletter](#)



From: Daniel Gell <dgell@team-contracting.com>

Sent: Tuesday, May 12, 2026 3:32 PM

To: Juan Pena <penaj@miamisprings-fl.gov>

Cc: Rudy Ayan <rayan@team-contracting.com>; Kristian Batista <kbatista@team-contracting.com>

Subject: Glenn Curtis Memorial - RFI's

Juan,

Good afternoon. It was a pleasure meeting with you today. Following our site visit and review of the plans, we have the following questions and requests for clarification:

- Please confirm whether permit fees will be reimbursed.
- Please confirm that the scope of work related to the Glenn H. Curtiss statue and the brass "June Bug" wing structure (including exhibit panels) will be provided and installed by others.
- Please confirm that the electrical scope of work is limited to the installation of owner-provided fixtures, including fixture housings, drivers, and driver enclosures. The electrical subcontractor will provide conduit, wiring, breakers (if required), and labor for installation.
- Please confirm that the keystone stone cladding for the concrete pedestal will be provided and installed by others.
- Please advise who will provide the steel pipe sleeve, including base plate, for the statue installation.
- Is a geotechnical report available for this project?
- Will testing (e.g., concrete testing and compaction testing) be required? If so, please confirm who will be responsible for associated costs.
- Please confirm that all walkways are to be 5" thick with welded wire reinforcement and 4,000 PSI concrete.

- Demolition plans were not provided. During the site visit, it was mentioned that a lighted bollard (including base) will need to be removed. Please confirm the total number of bollards to be removed and clarify how the associated conduit and wiring should be handled.
- Is it possible to provide a survey identifying the areas of existing concrete, asphalt, and bollards to be removed?
- Does the City have a tree protection detail that can be shared?
- Please provide additional details for the scope of work to the west (other location where clock was relocated to) of the proposed new memorial.
- The attached photo shows two hand holes in the existing concrete sidewalk scheduled for removal. Please clarify the scope of work related to these hand holes.
- Please confirm that the city will be responsible for root pruning and relocation of existing irrigation.

We appreciate your assistance and look forward to your response.

Sincerely,

Daniel A. Gell

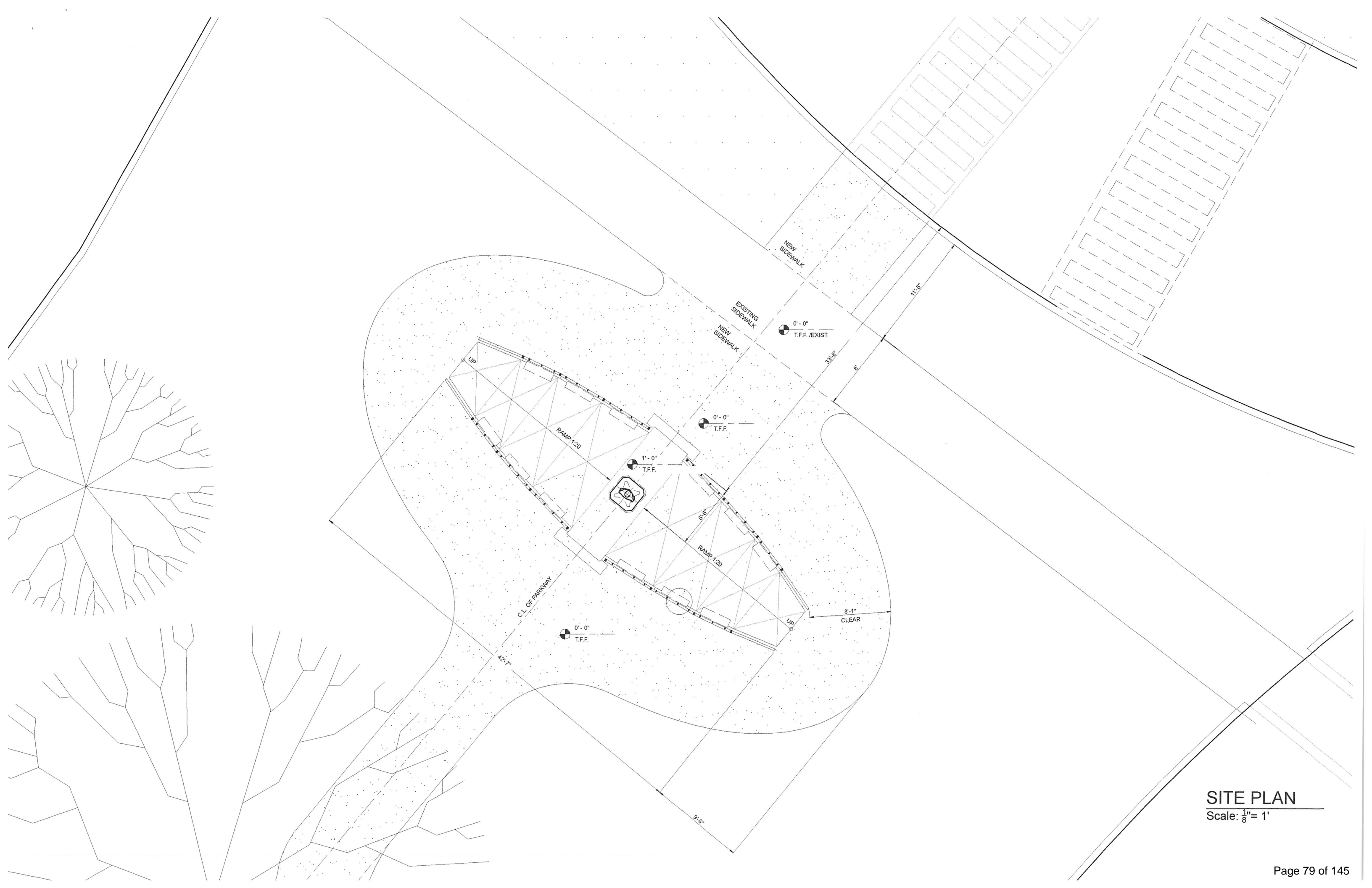
Vice President



GENERAL CONTRACTORS & DESIGN BUILDERS

305 207.9799, ext. 205 (T)

dgell@team-contracting.com

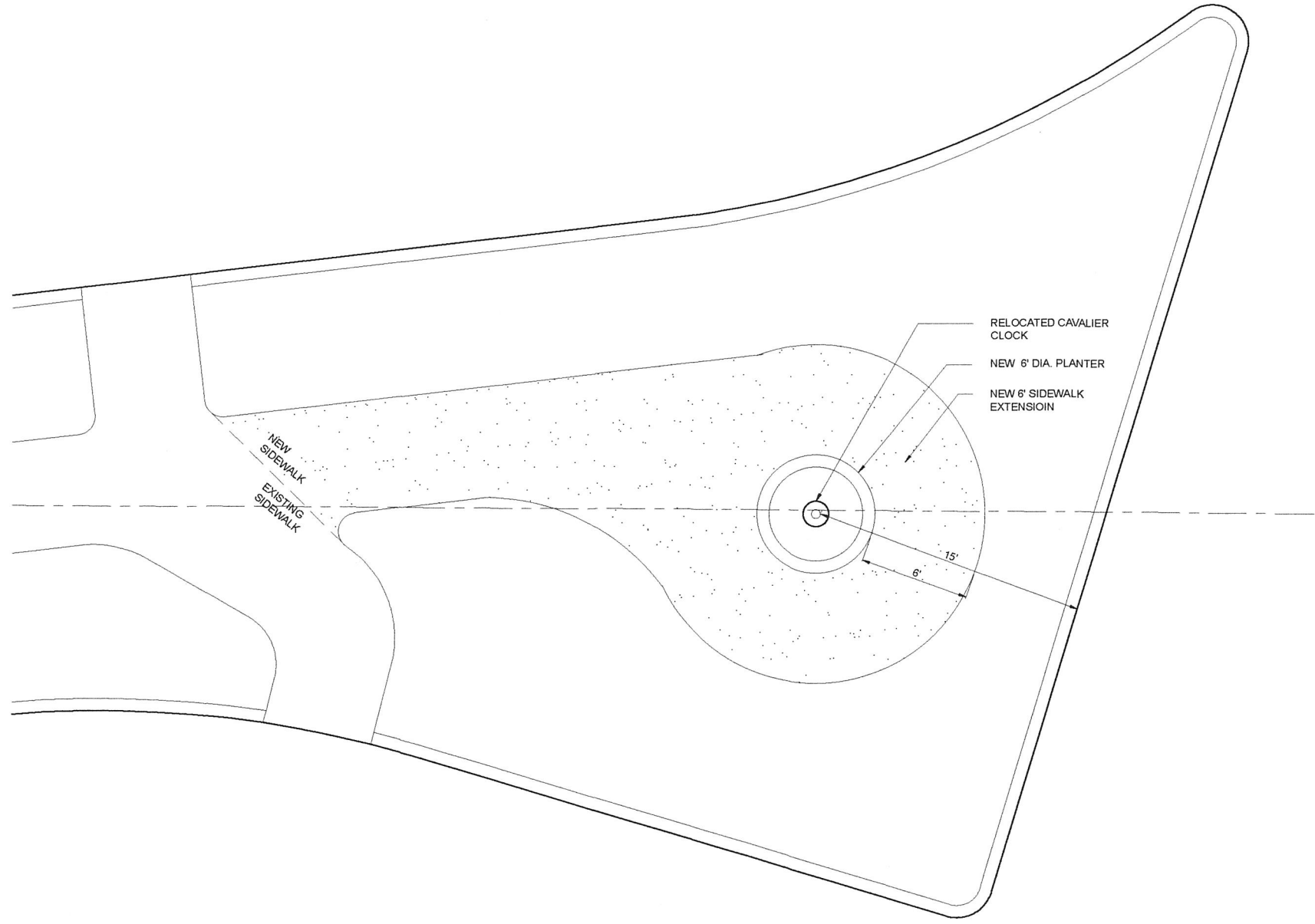


SITE PLAN
 Scale: $\frac{1}{8}'' = 1'$



SITE PLAN
Scale: 1/16"

1/16"

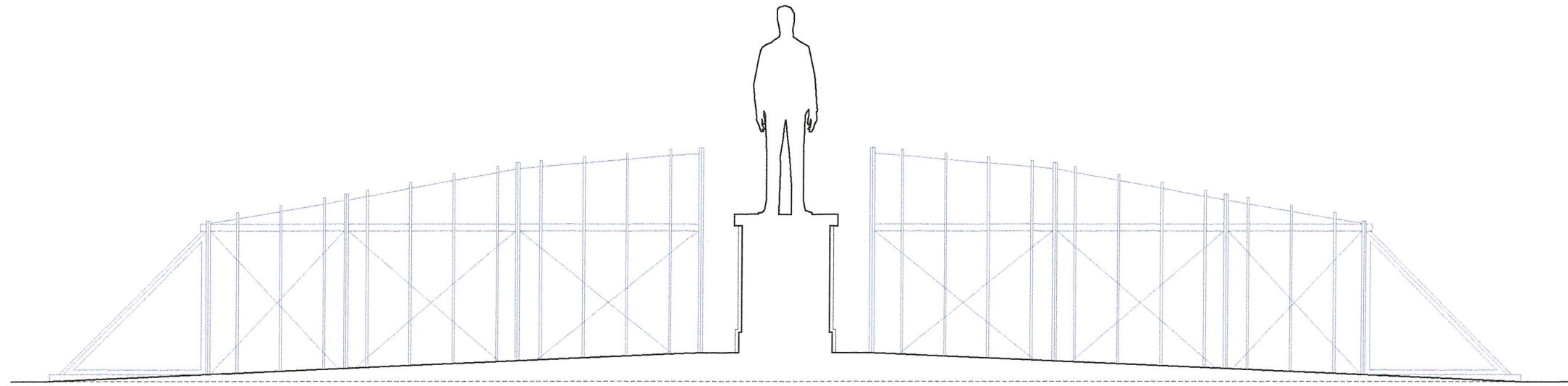


SITE PLAN
Scale: $\frac{1}{8}" = 1'$

+4' - 10"
T. OF PEDESTAL

+1' - 0"
T.F.F.

+0' - 0"
T.F.F.

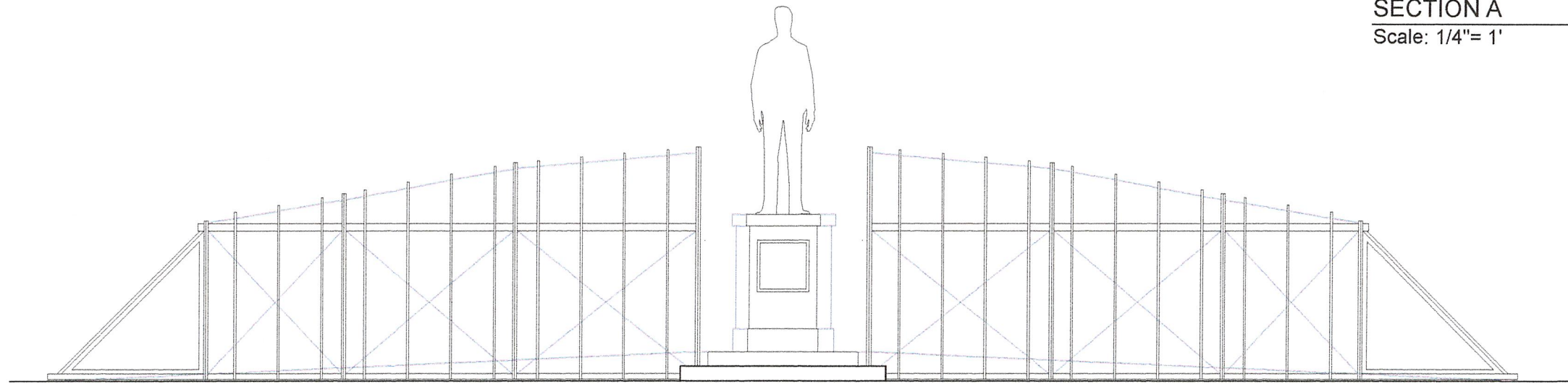


SECTION A
Scale: 1/4" = 1'

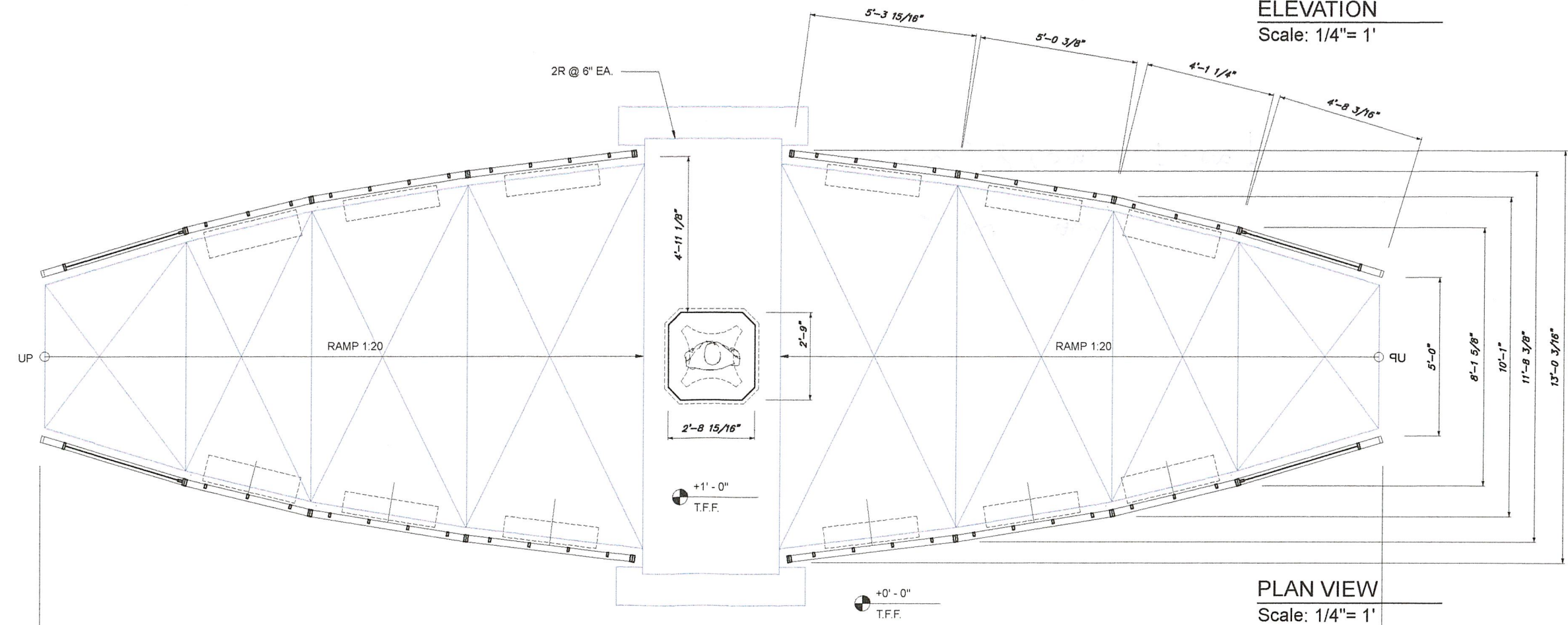
+4' - 10"
T. OF PEDESTAL

+1' - 0"
T.F.F.

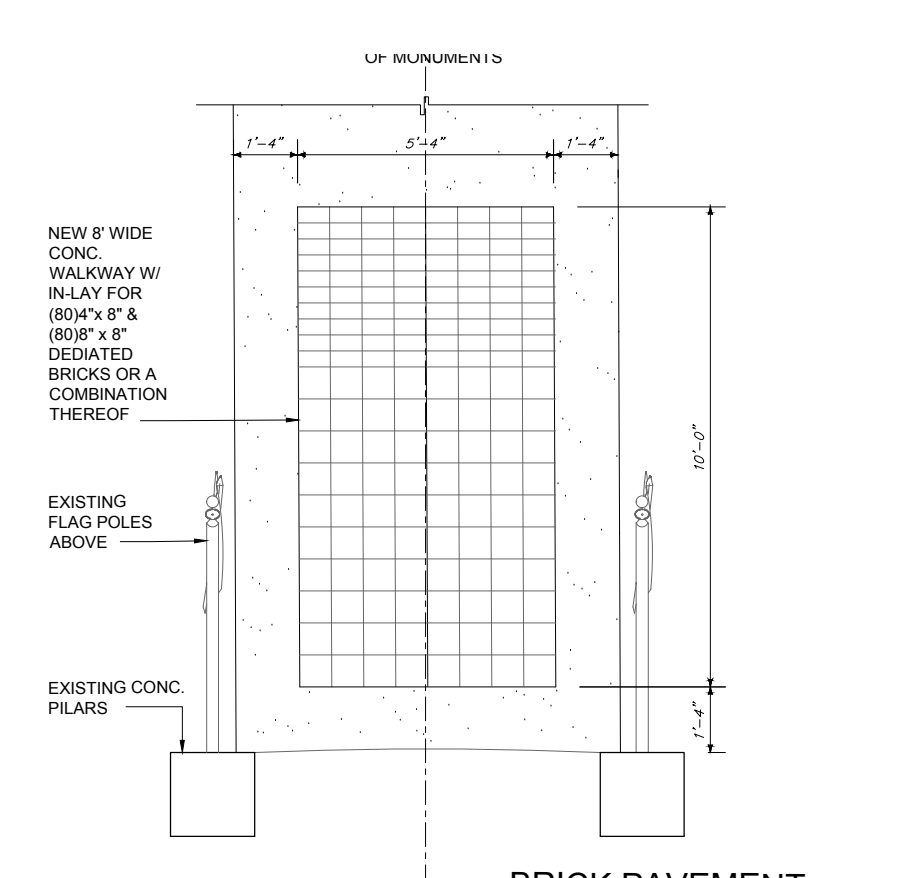
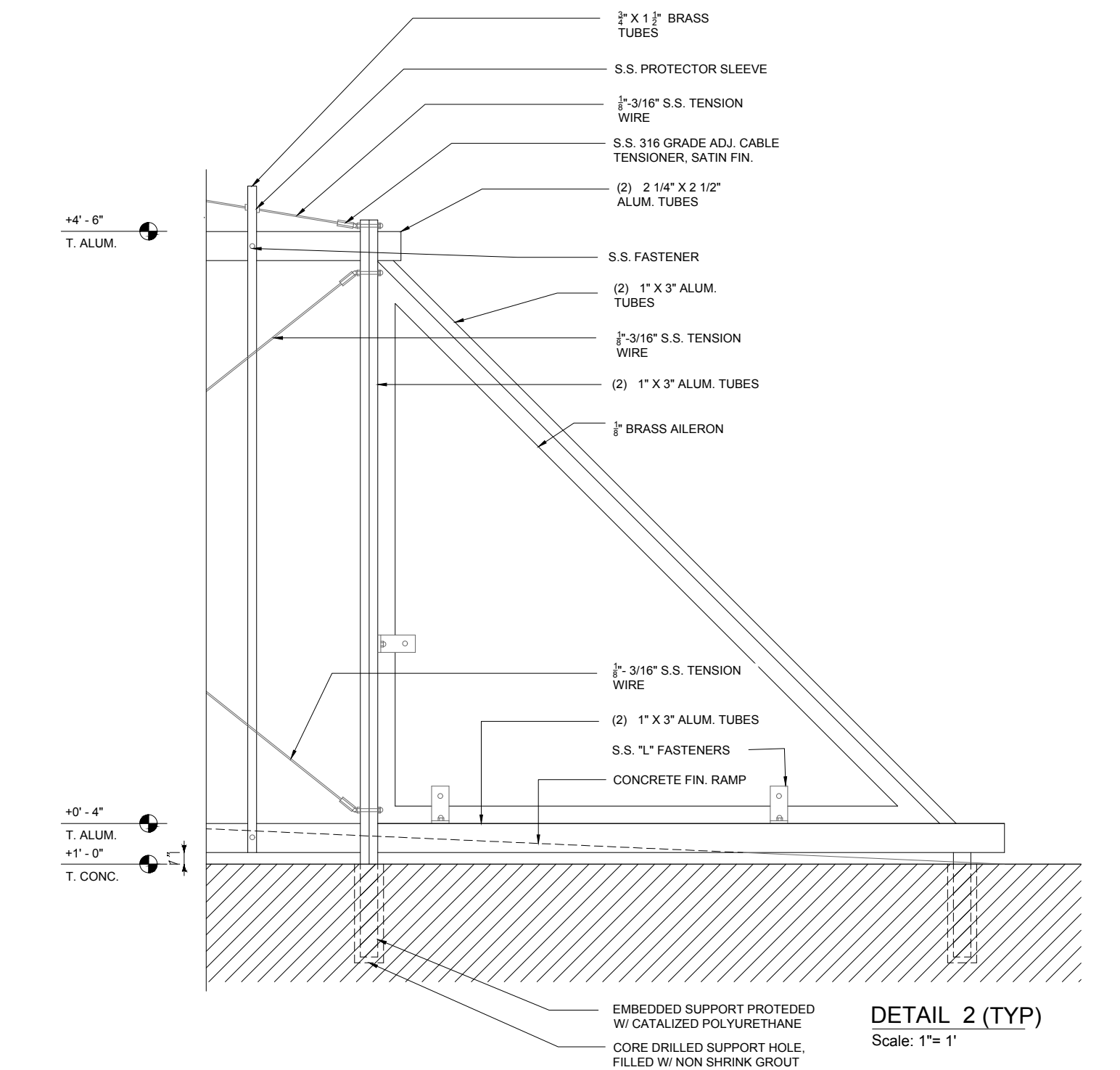
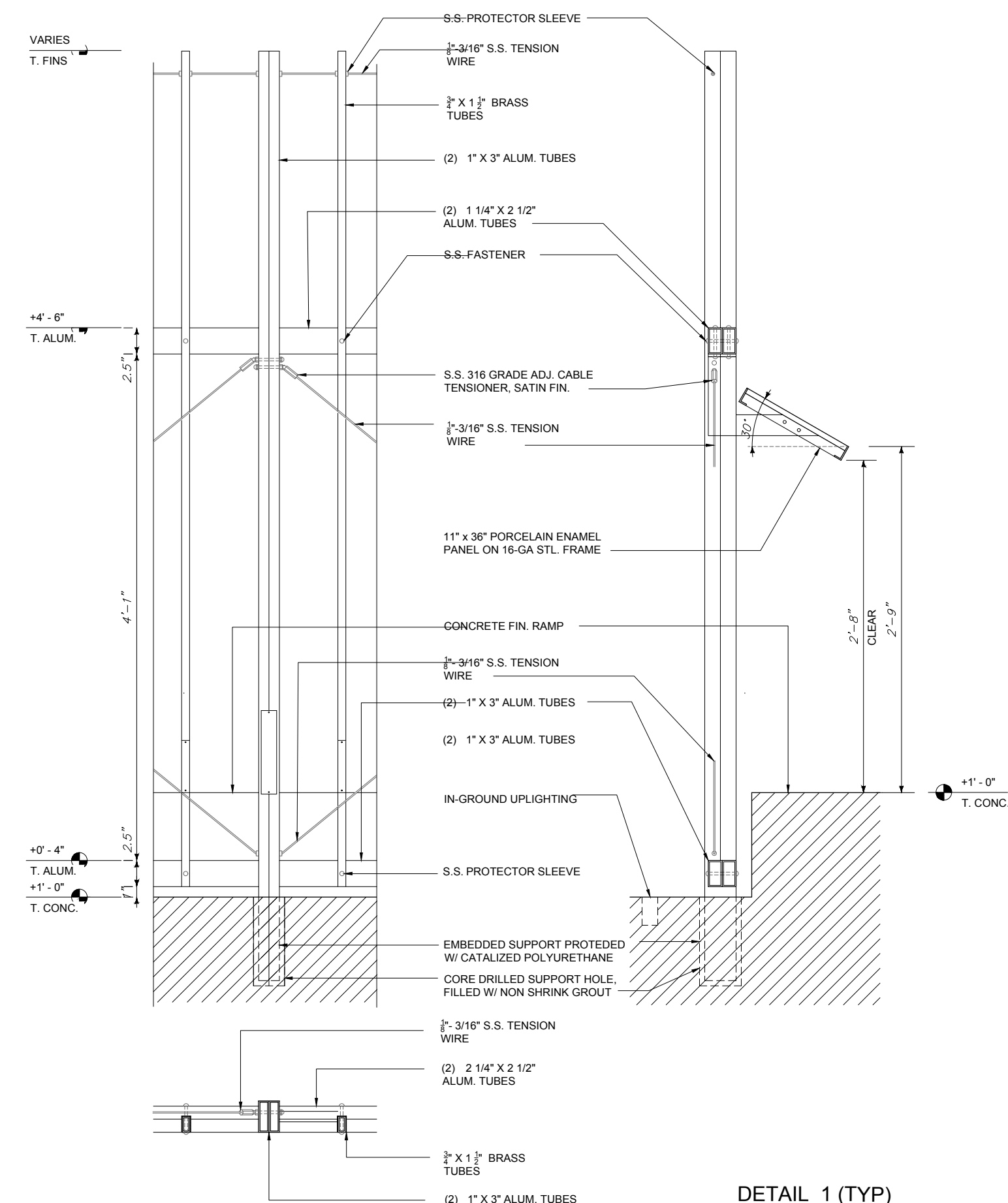
+0' - 0"
T.F.F.



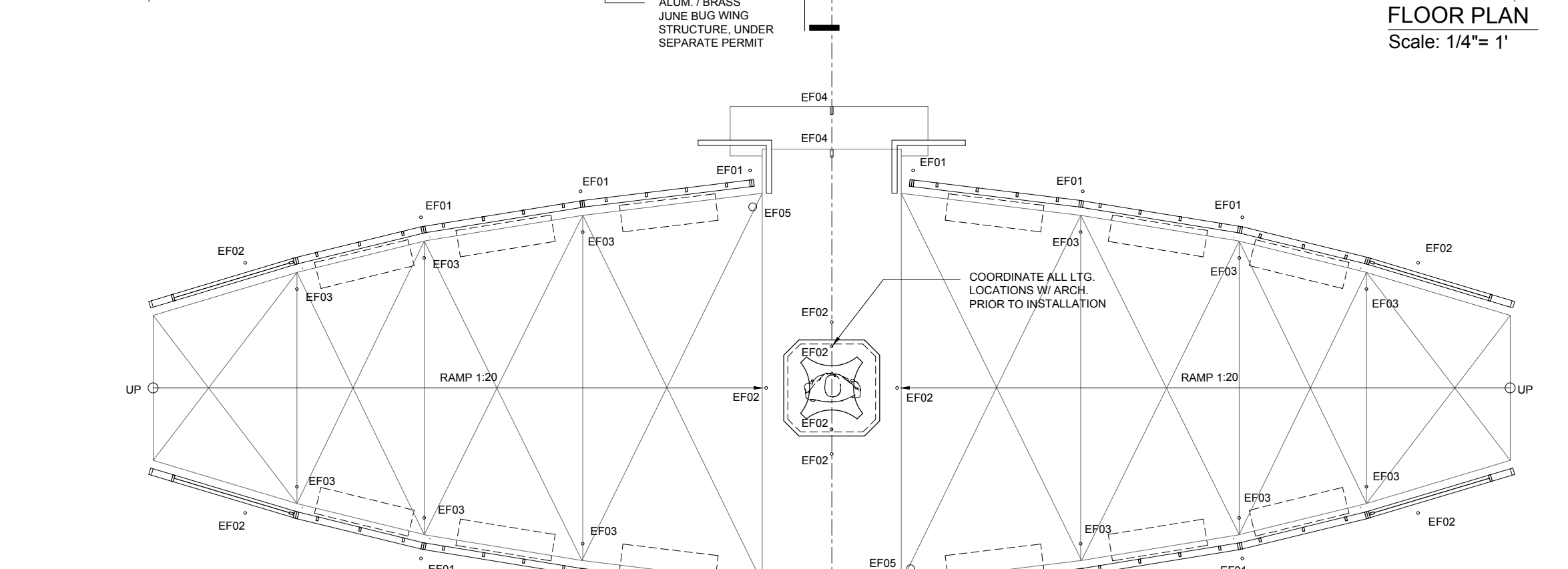
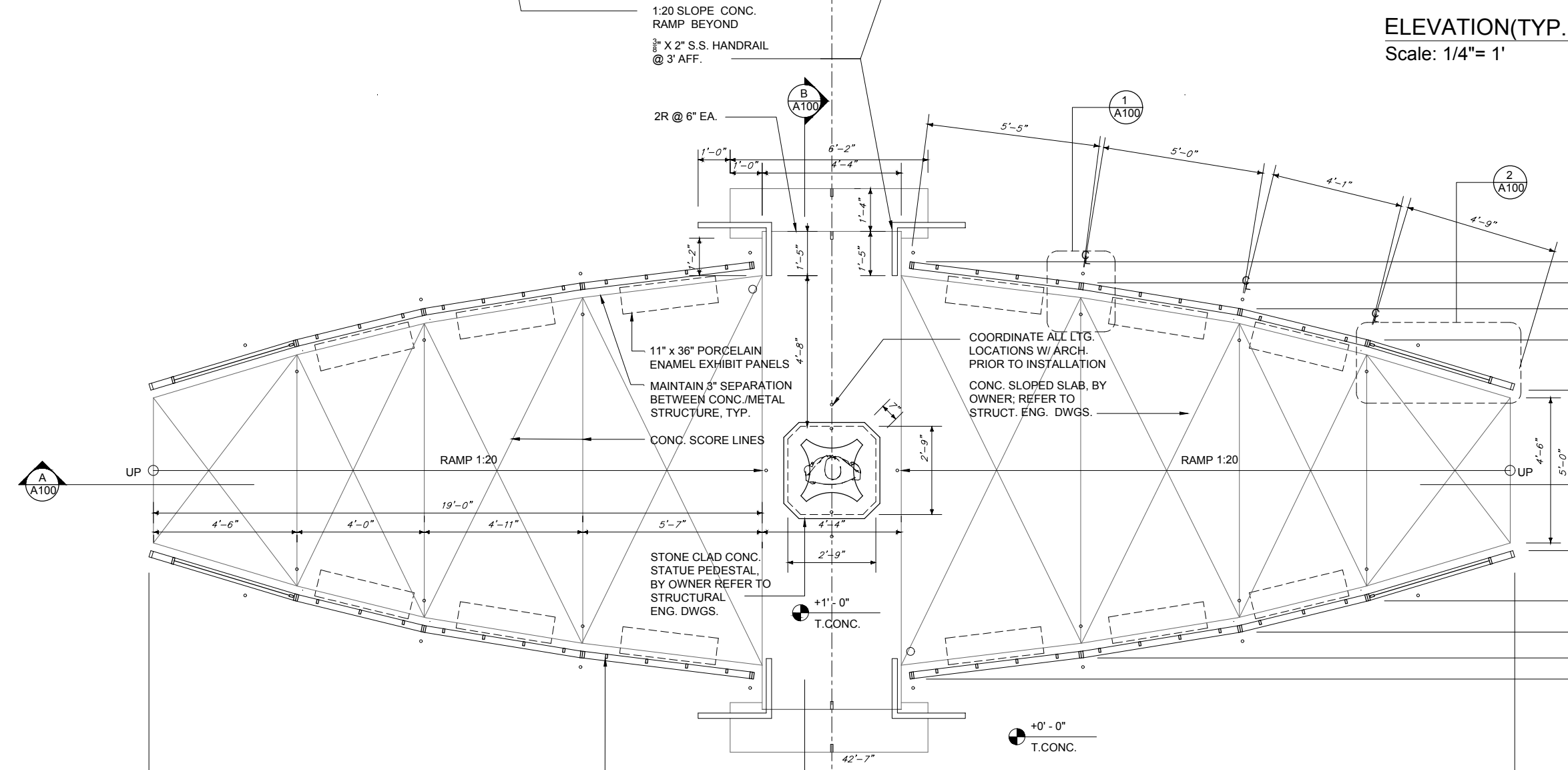
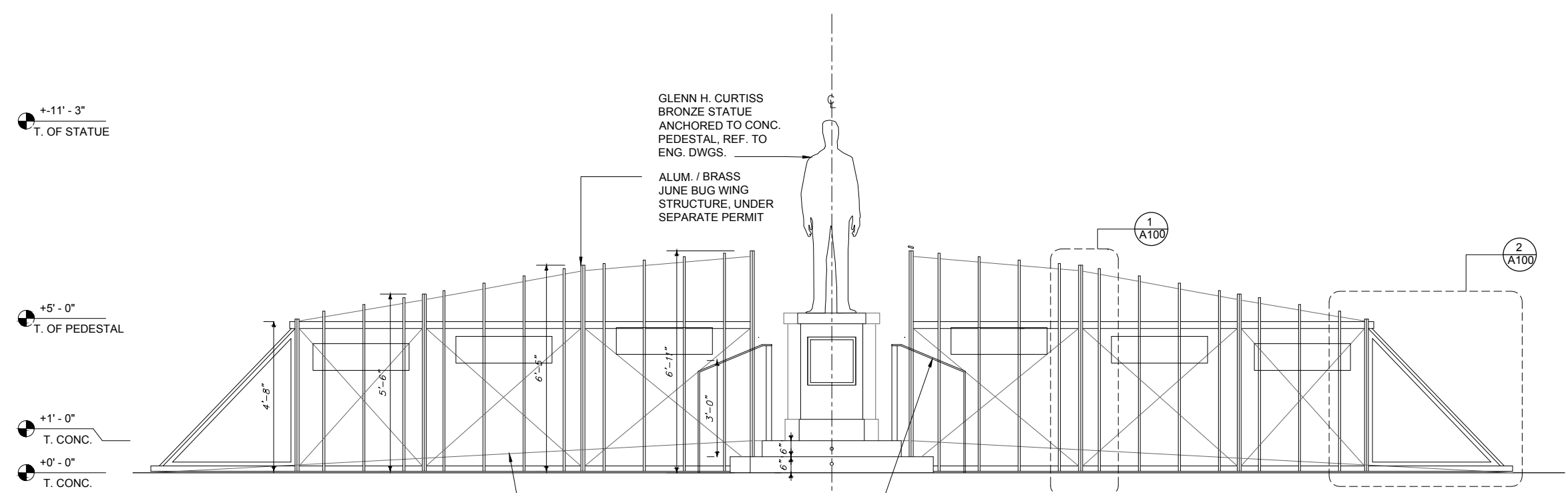
ELEVATION
Scale: 1/4" = 1'



PLAN VIEW
Scale: 1/4" = 1'



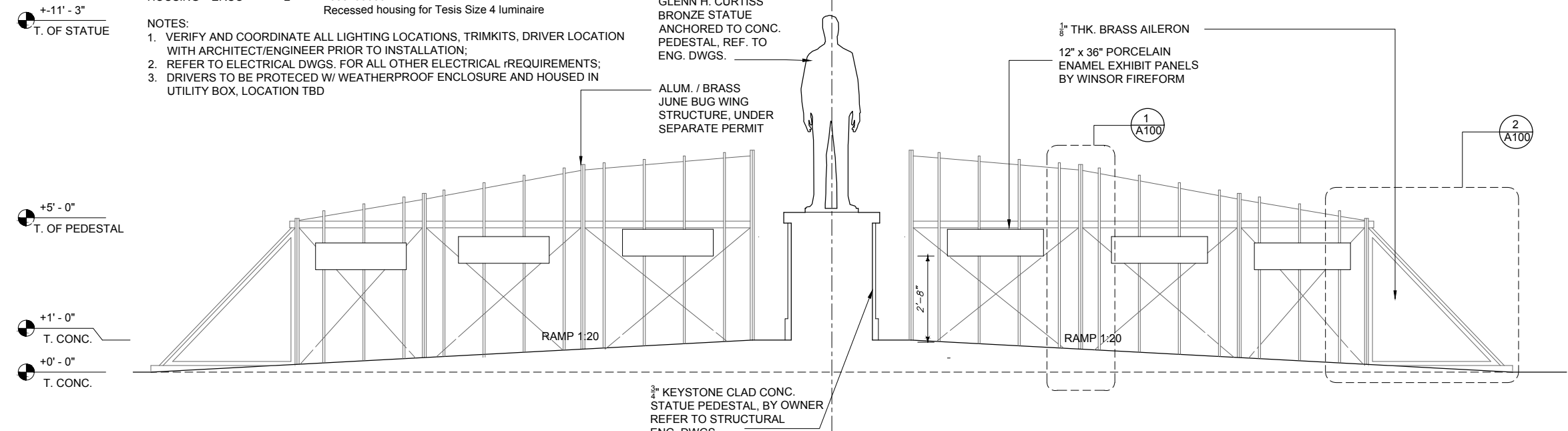
BRICK PAVEMENT PLAN DETAIL 3
Scale: 1/4" = 1'



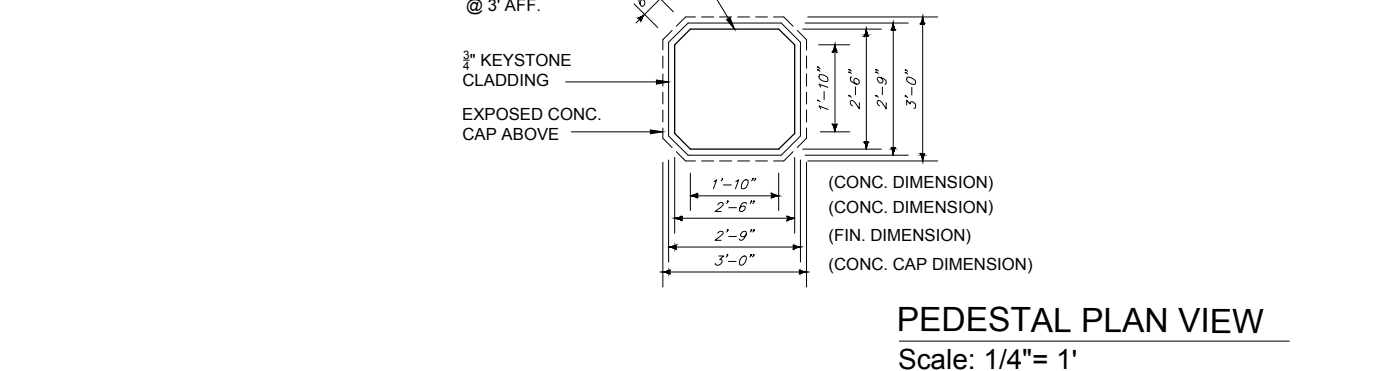
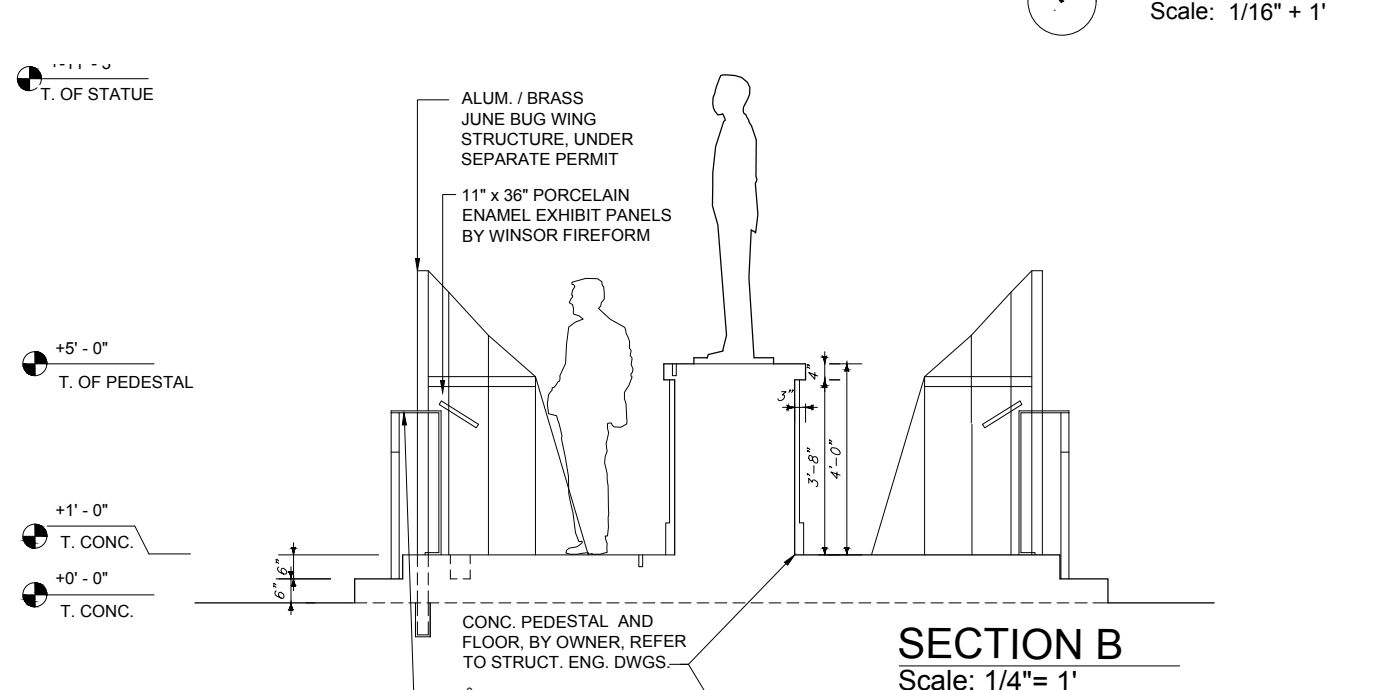
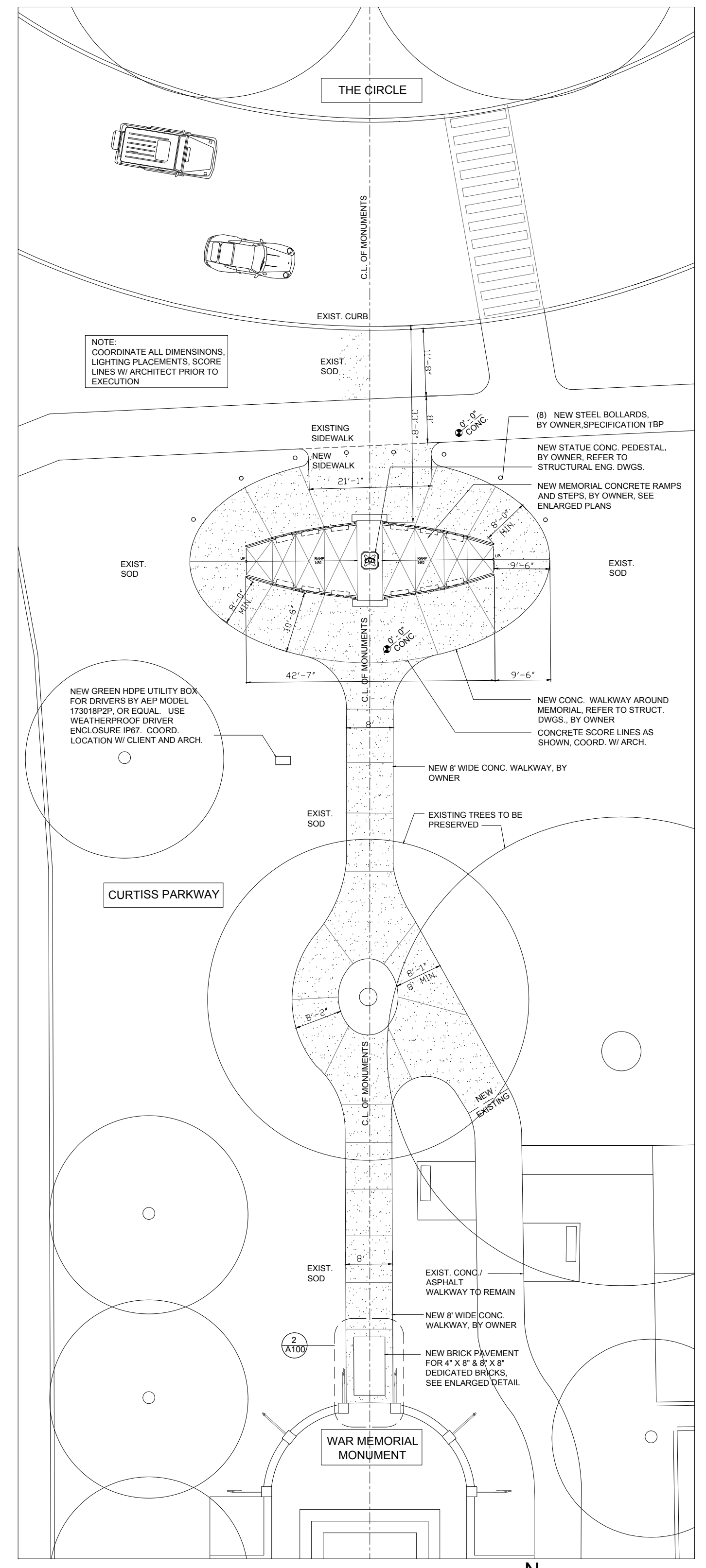
LIGHTING FIXTURE & DRIVER SCHEDULE:

TYPE	MFG	QTY	LIGHT
EF01	MINIMS	12	PORE MP. PD-AMP-30-TL-C (Pore recessed spotlight)
EF02	MINIMS	10	STOMA MP. ST-AMP-30-TL-NO (Stoma recessed spotlight)
EF03	MINIMS	12	PILLBX MP. PX-M-30-TI (Pillbox recessed pathlight)
EF04	MINIMS	4	SPECK MP. CK-MP-30-SO-TI (Spock recessed step light)
EF05	ERCO	2	B200000000 TESS, SIZE 4 (In-ground directional luminaire, Spot 3000K)
DRIVERS	MINIMS	2	PKMP-1000-10V Driver, PWM-60-12-10V, Dimming: 0-10V
HOUSING	MINIMS	10	TRK1-AB216 Mini trim concrete sleeve
HOUSING	MINIMS	28	TRK1-AB216 Fully integrated concrete slab box
HOUSING	ERCO	2	103229000 Recessed housing for Tesis Size 4 luminaire

- NOTES:
1. VERIFY AND COORDINATE ALL LIGHTING LOCATIONS, TRIMTKTS, DRIVER LOCATION WITH ARCHITECT ENGINEER PRIOR TO INSTALLATION.
 2. REFER TO ELECTRICAL DWGS. FOR ALL OTHER ELECTRICAL REQUIREMENTS.
 3. DRIVERS TO BE PROTECTED W/ WEATHERPROOF ENCLOSURE AND HOUSED IN UTILITY BOX, LOCATION TBD.



NOTE:
ALL METAL WORK UNDER SEPARATE PERMIT, PROVIDE SHOP DWGS. FOR APPROVAL.



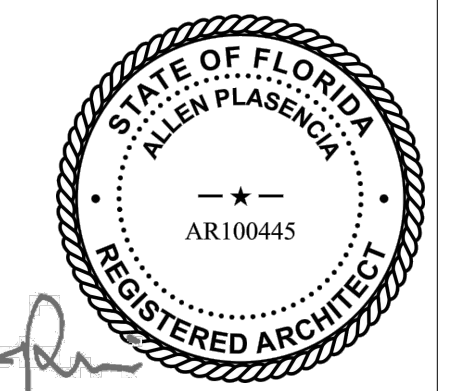
STUDIO PLASENCIA
ARCHITECTURE + INTERIOR DESIGN
705 NE 120TH ST. BISCAYNE PARK, FL 33161
tel: 305-610-2858 fax: 305-383-1700
e-mail: allen@studioplascencia.com AR0007722

PERMIT SET

PROJECT: **GLENN H. CURTISS & JUNE BUG MONUMENT**
MIAMI SPRINGS, FLORIDA
OWNER: **CITY OF MIAMI SPRINGS, FLORIDA**

ISSUES / REVISIONS:

#	DESCRIPTION	DATE



Allen Plasencia
Date: **APRIL 23, 2026**
Scale: **AS NOTED** Project No.
Sheet Title: **SITE PLAN FLOOR PLAN ELEVATIONS SECTIONS DETAILS**
Sheet No.: **A-1.0**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING AND APPROVING A CONTRACT FOR CONSTRUCTION WITH TECH CONSTRUCTION GROUP RESIDENTIAL, INC. FOR CONSTRUCTION WORK RELATING TO THE GLENN H. CURTISS & JUNE BUG MONUMENT PROJECT IN THE AMOUNT OF \$96,485; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) was incorporated on August 23, 1926, by Glenn Hammond Curtiss and James Bright and is one of the oldest and most historic municipalities within Miami-Dade County; and

WHEREAS, the City is set to celebrate its centennial on August 23, 2026; and

WHEREAS, in 2022, the City Council adopted Resolution No. 2022-4037, establishing an advisory committee known as the Centennial Committee to develop a vision for the City’s centennial celebration, which vision may address potential activities, events, decorations, promotions, themes, and other preparations for the City’s centennial; and

WHEREAS, as part of the Centennial preparations recommended by the Committee, the City desires to implement the Glenn H. Curtiss & June Bug Monument Project (the “Project”), which includes a bronze figure of Glenn H. Curtiss, the founder of the City, and a metal walk-through June Bug Airplane sculpture; and

WHEREAS, the City requested three (3) quotes for all labor, materials, equipment, services, and incidentals necessary to prepare for the Project’s implementation, including all demolition, earthwork and subgrade preparation, concrete walkways, ramps, and step construction, and concrete pedestal construction; and

WHEREAS, Tech Construction Group Residential, Inc. (the “Contractor”) submitted the lowest quote for the Project; and

WHEREAS, in order to expedite the construction of the Project for the City’s Centennial, the City Manager has entered into a Contract for Construction (the “Contract”) for the Project in the amount of \$96,485, which Contract is attached hereto as Exhibit “A”; and

WHEREAS, the City Council desires to ratify and approve the Contract with the Contractor attached hereto as Exhibit "A" in the amount of \$96,485; 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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Ratification. That the City Council hereby ratifies and approves the Contract with the Contractor for the Project attached hereto as Exhibit "A" in the amount of \$96,485.

Section 3. Implementation. That the City Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Contract and 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 Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

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 **TECH CONSTRUCTION GROUP RESIDENTIAL, INC.**, a Florida profit corporation (the "Contractor").

WHEREAS, the City requested three (3) quotes for all labor, materials, equipment, services and incidentals necessary to prepare the Glenn H. Curtiss & June Bug Monument Project (the "Project") for implementation, including all demolition; earthwork & subgrade preparation; concrete walkways, ramps, and steps construction; concrete pedestal construction (the "Work"); and

WHEREAS, in response to the City's ITB, the Contractor submitted a quote for the Project ("Bid") in the amount of \$96,485.00, which Bid is incorporated herein by reference and made a part hereof as Exhibit "B"; 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, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows:

1. SCOPE OF WORK

1.1. Scope of Work. 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 approved plans, drawings and/or specifications prepared by Studio Plasencia, Bliss Nyitray Inc. and L Triana and Associates dated April 1, 2026 (the "Project Consultant") attached hereto as Exhibit "A" (the "Plans"), the Contractor's Quote attached hereto as Exhibit "B," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

GLENN H. CURTISS & JUNE BUG MONUMENT PROJECT

1.2. Pre-Construction Conference. Within five (5) 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.

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

1.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) 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.

1.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each Change Order that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

1.3.3. All Project Schedules must be prepared in Microsoft Project or approved equal by the City. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

1.4. Records.

1.4.1. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1.4.1.1. Depths of various elements of foundation in relation to finish first floor datum.

1.4.1.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

1.4.1.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

1.4.1.4. Field changes in dimensions and details.

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

1.4.1.6. Details not on original Contract Drawings.

1.4.1.7. Equipment, conduit, electrical panel locations.

1.4.1.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.

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

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

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

1.4.1.10. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

1.4.1.10.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the City at no additional cost, including digital I (CAD and PDF) versions.

1.4.1.10.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

1.4.2. Record Set. Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

1.4.3. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the City. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted

through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

1.5. Staging Site.

1.5.1. 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.

1.5.2. 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.

1.5.3. 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.

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

1.6. 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 local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

1.7. Approval of Subcontractors. For any scope of work that the Contractor will utilize a subcontractor, the Contractor may only retain or utilize the services of the particular subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion. The Contractor shall provide at least fourteen (14) days notice to the City Manager and the Project Consultant of its intent to retain or utilize a subcontractor.

1.8. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the City as applicable.

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed 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 45 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 60 calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the City when all Work, including punch list items, 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 substantially complete the Work as defined in this Agreement within the Contract Time, Contractor shall pay to City the sum of **\$200.00** for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to City the sum of **\$200.00** for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. 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 Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

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 AND PAYMENT PROCEDURES

3.1. Guaranteed Maximum Price. The City shall pay the Contractor an amount not to exceed \$96,485.00 for the performance of the Work in accordance with the line items and unit prices included in Exhibit "B" (the "Contract Price"). The 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. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or City as applicable may require further breakdown after review of the Contractor's submittal. The City reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form. The Contractor guarantees that each individual line item contained in the schedule of values submitted as part of a competitive solicitation shall not be increased without written approval by the City Manager.

3.3. Payment Application Procedures. 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 to the Project Consultant. 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.

3.4. Progress Payment Applications. Each progress payment application submitted to the City must include:

3.4.1. A sworn and certified progress payment affidavit indicating that all laborers, material suppliers, and subcontractors dealing with the Contractor were paid in full as it relates to all Work performed up to the time of the request for payment;

3.4.2. Partial conditional releases or waivers of lien by the Contractor, material suppliers, subcontractors, and any lienors serving a Notice to the City and evidence of proof of payment of any indebtedness incurred with respect to the Work of the Contractor as may be required by the City;

3.4.3. Evidence that all Work was fully performed as required by the Contract Documents up to the time of the request for payment and that the Work was inspected and accepted by the City and any other governmental authorities required to inspect the Work; and

3.4.4. An updated Project schedule, including a two-week look-ahead schedule, as approved in writing by the City Manager.

3.4.5. All Buy-Out Savings, including supporting documentation relating to the calculation of the Buy-Out Savings.

3.5. Final Payment. 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:

3.5.1. An affidavit that payrolls, bills for materials, equipment, and other indebtedness were paid in full as it relates to all Work performed under this Contract;

3.5.2. A certificate evidencing that insurance required by the Contract Documents shall remain in effect after final payment is made;

3.5.3. A written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;

3.5.4. Documentation of any special warranties, including, but not limited to, any manufactures' warranties or specific subcontractor warranties;

3.5.5. Evidence that all Punch List items have been fully completed to the satisfaction of the City;

3.5.6. All previously undelivered manufacturer and subcontractor guarantees, warranties, and manuals and documents required by the Contract Documents;

3.5.7. Final releases of lien, waivers of claim, satisfactions of liens or claims, and such other affidavits as may be reasonably required by the City to assure a lien-free and claim-free completion of the Work;

3.5.8. Evidence that the Contractor has fully cleaned and restored the site, including removal of all rubbish and debris;

3.5.9. At least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work;

3.5.10. Such other documents necessary to show that the Contractor has complied with all other requirements of the Contract Documents; and

3.5.11. Cost Savings, including supporting documentation used to calculate the Cost Savings.

3.6. Payment Withholding. The City may withhold any payment, including a final payment, for application to such extent as may be necessary, as determined by the City's Project Consultant, to protect the City from loss for which the Contractor is responsible in the event that:

3.6.1. The Contractor performs defective Work and such Work has not been corrected, provided that the amount withheld shall be limited to the amount sufficient to cover such defective Work;

3.6.2. A third-party files a claim or lien in connection with the Work or this Contract;

3.6.3. The Contractor fails to make payments properly to subcontractors or suppliers for labor, materials, or equipment which has been paid by the City, provided that the amount withheld shall be limited to the amount sufficient to cover such payments to subcontractors or suppliers for labor, materials, or equipment;

3.6.4. The City has reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

3.6.5. The Contractor, its employees, subcontractors, or agents have damaged the City;

3.6.6. The City has reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay;

3.6.7. The Contractor has failed to progress the Work satisfactorily and/or according to the Contract Schedule;

3.6.8. The Contractor has failed to carry out the Work in accordance with the Contract Documents;

3.6.9. The Contractor has failed to provide requisite releases of lien for each payment application in accordance with the Contract Documents; and/or

3.6.10. Any other failure to perform a material obligation contained in the Contract Documents.

3.7. No Waiver of City Rights. 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.

3.8. 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.

3.9. Cost Savings and Value Engineering.

3.9.1. Cost Savings. In the event the Contractor rebids or renegotiates with any subcontractor to reduce subcontractor costs for the performance of the Work, then the difference between (i) the sum of the subcontractor costs used to establish the Contract Price, as set forth in the Schedule of Values, and (ii) the sum of the revised subcontractor costs, including any early payment or similar discounts (the "Cost Savings"), shall revert to the City. The Contract Price shall be adjusted in accordance with any Cost Savings through a Change and the Schedule of Values shall also be revised to reflect the new Contract Price.

3.9.2. Value Engineering. Contractor shall participate in Value Engineering the Contract Documents with the City and the Architect with the goal of finding acceptable means for reducing the cost of the Work. Upon acceptance by the City of recommendation for Value Engineering, the Contract Documents shall be modified to reflect such changes. All savings in connection with Value Engineering of the Work shall revert to City.

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 attached hereto as Exhibit "A" (the "Plans and Technical Specifications"), the Contractor's Quote (including the Schedule of Bid Items-Pricing) attached hereto as Exhibit "B", 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.

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.

4.4. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

4.4.1. First Priority: Change Orders with later date taking precedence;

4.4.2. Second Priority: This Base Agreement;

4.4.3. Third Priority: Exhibit "A," the Plans and Technical Specifications;

4.4.4. Fourth Priority: Exhibit "B," the Contractor's Quote; and

4.4.5. Fifth Priority: Contract Documents, excluding this Base Agreement and Exhibits listed in this Section.

5. INDEMNIFICATION

5.1. 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 negligence, recklessness, or intentional misconduct in the Contractor's performance or non-performance of this Contract, 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.. Additionally, the 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 other employment related litigation or worker's compensation claims under federal, state, or local law.

5.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.

5.3. 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.

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 Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

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 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: .

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 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 is familiar with and is satisfied as to all federal, state and local laws, 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 foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the 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 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 general 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.

7.2. No recovery for changed market conditions.

7.2.1. In entering into the Contract, Contractor represents and warrants that it has accounted for any and all inflation-related events, recession, labor or material shortages, supply chain disruptions, delivery lead time, or price increases that may be caused by local and or national conditions, whether known or unknown at the time of entering into the Contract (the “Market Conditions”). Contractor further specifically represents and warrants that it has considered all impacts and potential impacts, including any current and future supply chain disruptions and labor shortages, associated with the following events: (1) worldwide pandemics including, but not limited to, COVID-19 and Monkey Pox (the “Pandemics”) and (2) the current military conflict involving Russia and the Ukraine (the “Ukraine Military Conflict”). Contractor also represents and warrants that in determining time requirements for procurement, installation, and construction completion, Contractor has taken into account the impacts of Market Conditions, the Pandemics, and the Ukraine Military Conflict, and has included all of those factors in the Construction Schedule and Contract Sum.

7.2.2. Contractor shall not seek any price increases or time extensions relating to or arising from the impacts of any Market Conditions, the Pandemics or Ukraine Military Conflict.

7.2.3. The City shall not make any adjustment in the Contract Sum or grant an extension to the Contract Time in connection with any failure by the Contractor to comply with the requirements of this Section.

7.3. Contractor warrants the following:

7.3.1. 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.

7.3.2. 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.

7.3.3. Licensing. Contractor represents that it is a properly qualified and licensed contractor in good standing within the jurisdiction within which the Project is located. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses required for this Project, including City building permits. Prior to commencement

of the Work, the Contractor shall provide the City with copies of all required licenses.

7.3.4. Permits. Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required permits from the federal, state, Miami-Dade County, City, or other governmental or regulatory entity with jurisdiction over the site that are necessary to perform the Work. Contractor acknowledges that it is the obligation of Contractor to obtain all permits required for this Project, including City building permits. Prior to commencement of the Work, the Contractor shall provide the City with copies of all required permits. City building permit fees may be waived for this Project. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

7.4. Defective Work; Warranty and Guarantee.

7.4.1. 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 non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

7.4.2. 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.

7.4.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of three (3) years from the date of Substantial Completion. If, within three (3) years 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.

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

8. DEFAULT, TERMINATION, AND SUSPENSION; REMEDIES

8.1. Termination for Cause. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment 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, the Contract shall automatically be deemed terminated by City for convenience as described below.

8.2. Termination for Convenience. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. 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.

8.3. Suspension of Contract. This Contract may be suspended for convenience by the City upon seven (7) calendar days' written notice to the Contractor or immediately if suspended in connection with a local or state declaration of emergency. Suspension of the Work will entitle the Contractor to additional Contract Time as a non-compensable, excusable delay.

8.4. Termination Due to Lack of Funding. This Contract is subject to the conditions precedent that: (i) City funds are available, appropriated, and budgeted for the Work, the Project, and/or Contract Price; (ii) the City secures and obtains any necessary proceeds, grants, and/or loans for the accomplishment of the Work and/or the 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.

8.5. 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.

8.6. Waiver of Consequential Damages. Contractor assumes all risks for the following items, none of which shall be the subject of any Change Order or Claim and none of which shall be compensated for except as they may have been included in the Contractor's Contract Price as provided in the Contract Documents: Loss of any anticipated profits, loss of bonding capacity or capability losses, loss of business opportunities, loss of productivity on this or any other project, loss of interest income on funds not paid, inefficiencies, costs to prepare a bid, cost to prepare a quote for a change in the Work, costs to prepare, negotiate or prosecute Claims, and loss of projects not bid upon, or any other indirect and consequential costs not listed herein. No compensation shall be made for loss of anticipated profits from any deleted Work.

8.7. Litigation of Claims. Mediation shall not be required before either party may proceed to litigation.

8.8. 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. CHANGES IN THE WORK

9.1. Change Orders.

9.1.1. 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.

9.1.2. 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.

9.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties and, if required by the City Code of Ordinances, approved by the City Council.

9.1.4. 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 City shall impose a maximum not-to-exceed amount and 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.

9.2. Continuing the Work. 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. MISCELLANEOUS

10.1. 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.

10.2. Contractor's Responsibility for Damages and Accidents.

10.2.1. Contractor shall accept full responsibility for 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.

10.2.2. 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.

10.3. 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.

10.4. 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.

10.5. 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 trial and appellate levels. In addition, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs associated with discovery, processing, management, hosting, and production of electronically stored information (ESI).

10.6. Compliance with Laws. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

10.7. Examination and Retention of Contractor's Records.

10.7.1. The City or any of its duly authorized representatives shall, for five (5) 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. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

10.7.2. 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.

10.7.3. 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.

10.7.4. 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.

10.8. Authorized Representative.

10.8.1. 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.

10.8.2. 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.

10.9. 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 the City harmless from any liability on account of any and all such taxes, levies, duties and assessments.

10.10. 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.

10.11. 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 and in full compliance with Occupational Safety and Health Act requirements and all other similar applicable safety laws or codes. 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.

10.12. 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.

10.13. 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.

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

10.14.1. 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.

10.14.2. 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.

10.14.3. 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.

10.14.4. 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.

10.14.5. 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.

10.15. 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.

10.16. 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.

10.17. Ownership and Access to Records and Audits.

10.17.1. Contractor 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).

10.17.2. 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 five (5) 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.

10.17.3. 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.

10.17.4. 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.

10.17.5. 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.

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

10.17.7. 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.

10.17.8. 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.

11. SPECIAL CONDITIONS

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:

11.1. Unsatisfactory Personnel.

11.1.1. 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.

11.1.2. 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).

11.2. Hours of Work. 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 so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. 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.

11.3. Maintenance of Traffic. Whenever required by the scope of Work, by federal, state, or local law, or requested by the City to protect the public health, safety, and welfare, a 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.

11.4. 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.

11.5. 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.

11.6. Severe Weather 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.

11.7. Grant Funding. The Contractor acknowledges that the Work may be fully or partially funded utilizing funds from the grants listed below (each a "Grant"). Accordingly, the Contractor warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant. If the Work will be funded utilizing Grant funds, the City shall select this box: .

Grant Title	Grant Agreement Exhibit
_____	_____
_____	_____
_____	_____
_____	_____

If the Work will be funded utilizing Grant funds, the City shall select this box: .

11.8. DBE Contract Assurance.

11.8.1. The 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.

11.8.2. 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.

11.9. Scrutinized Companies.

11.9.1. 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.

11.9.2. 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 City 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.

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

11.9.4. 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.

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: _____

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

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

Project Name: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 2026. 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 _____, 2026 and _____, 2026, ____/____ 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: _____
J.C. Jimenez, ICMA-CM
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

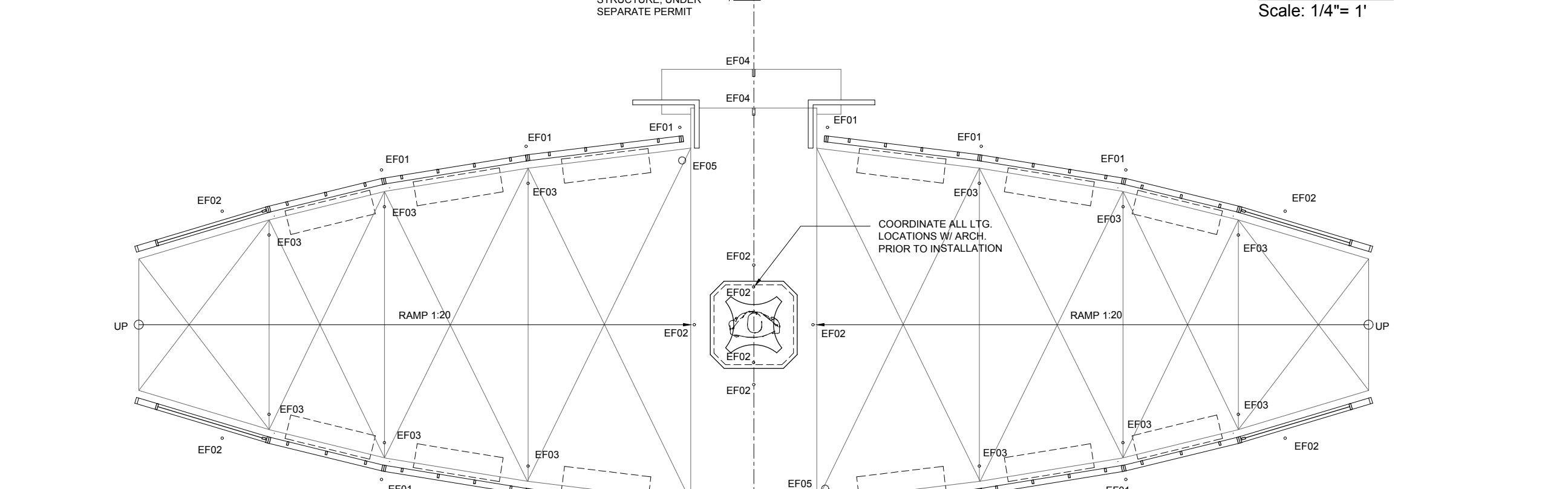
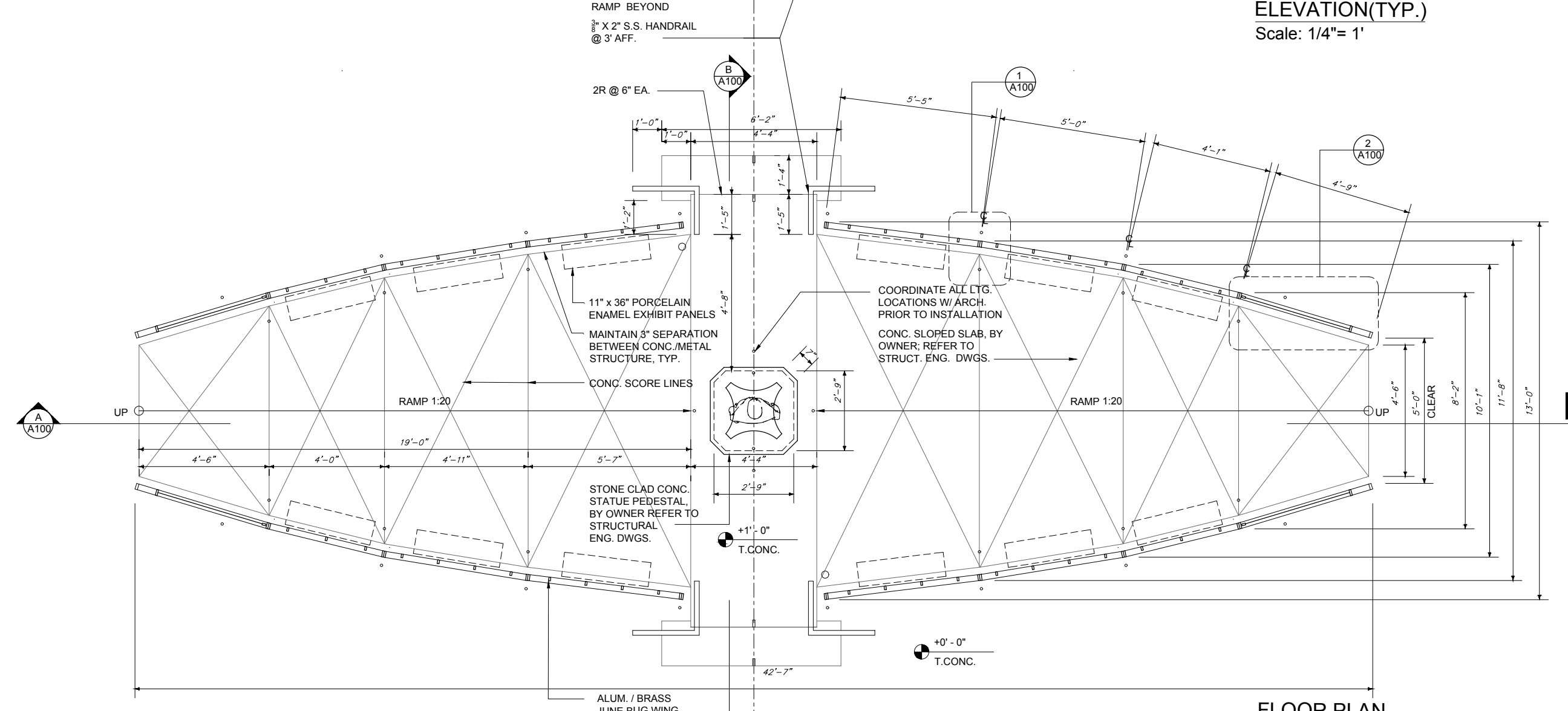
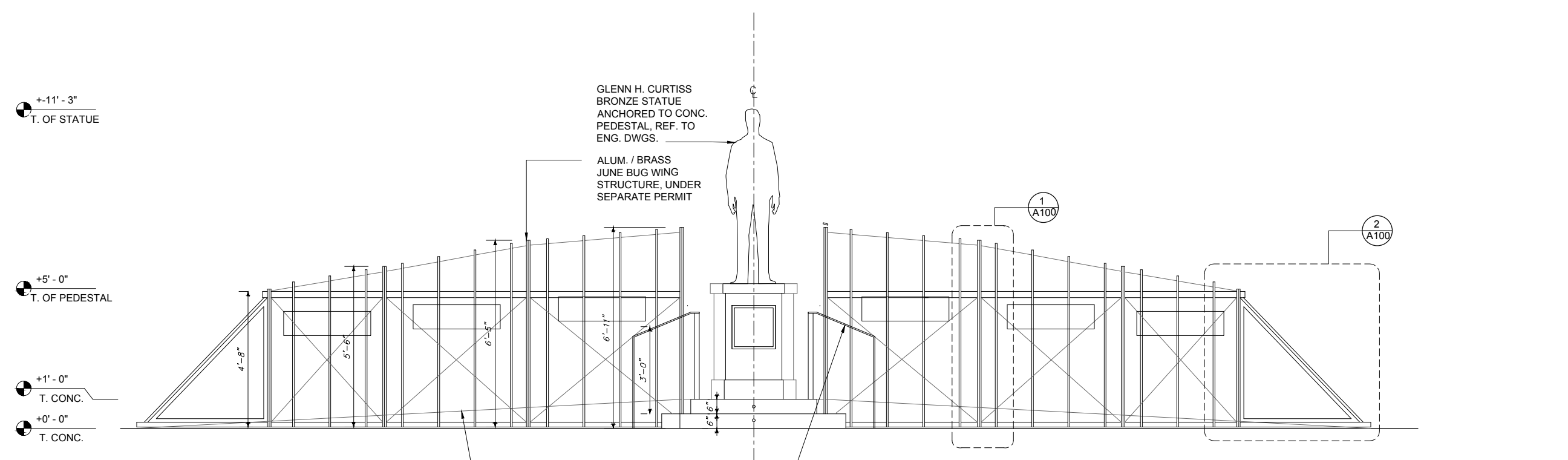
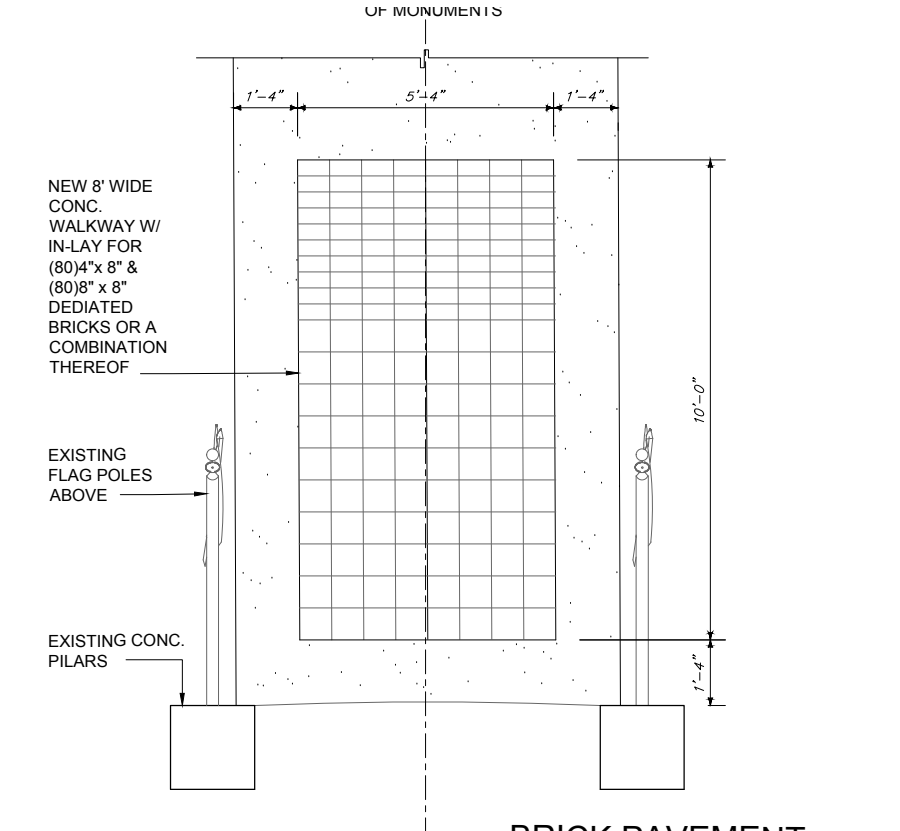
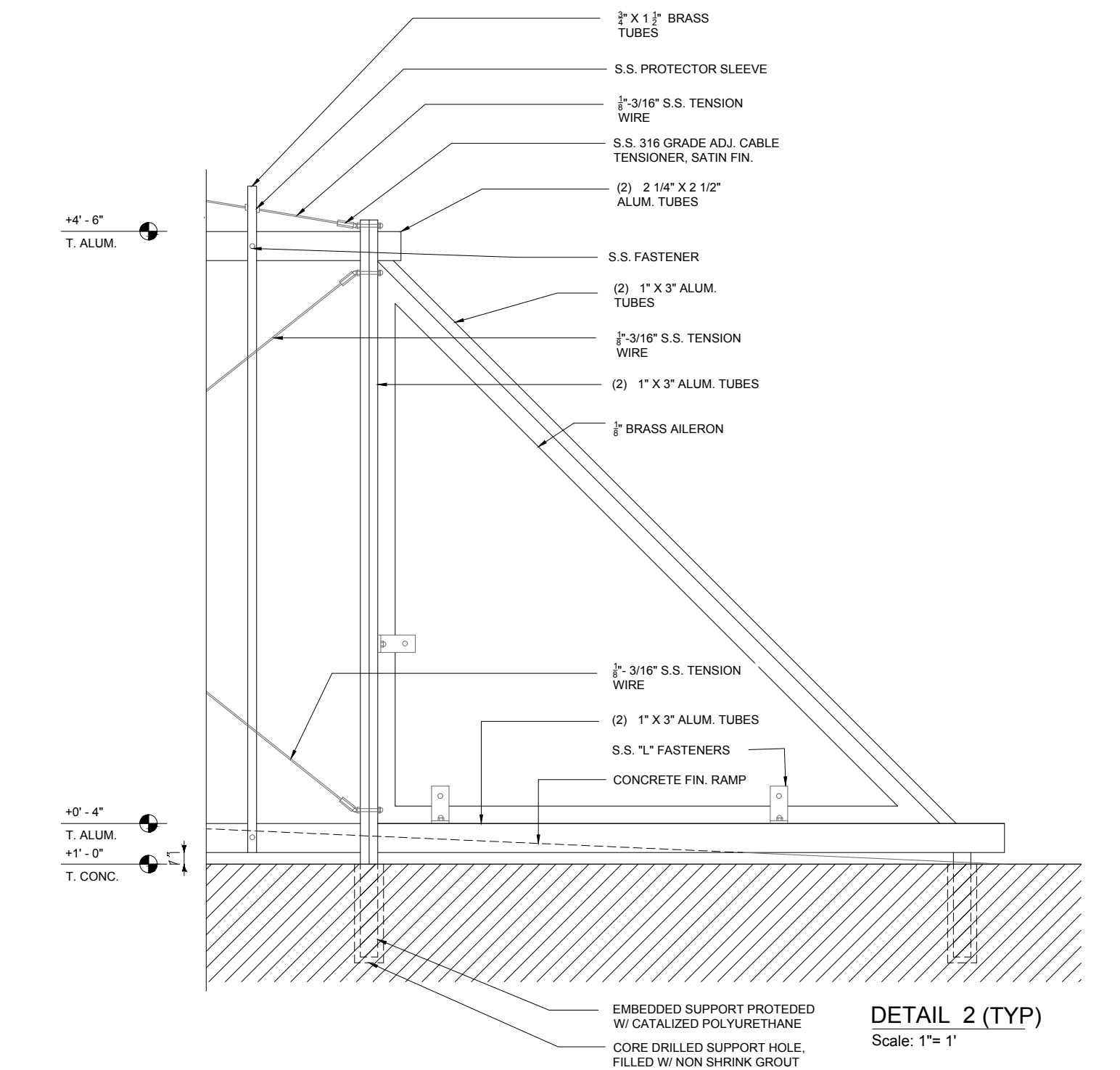
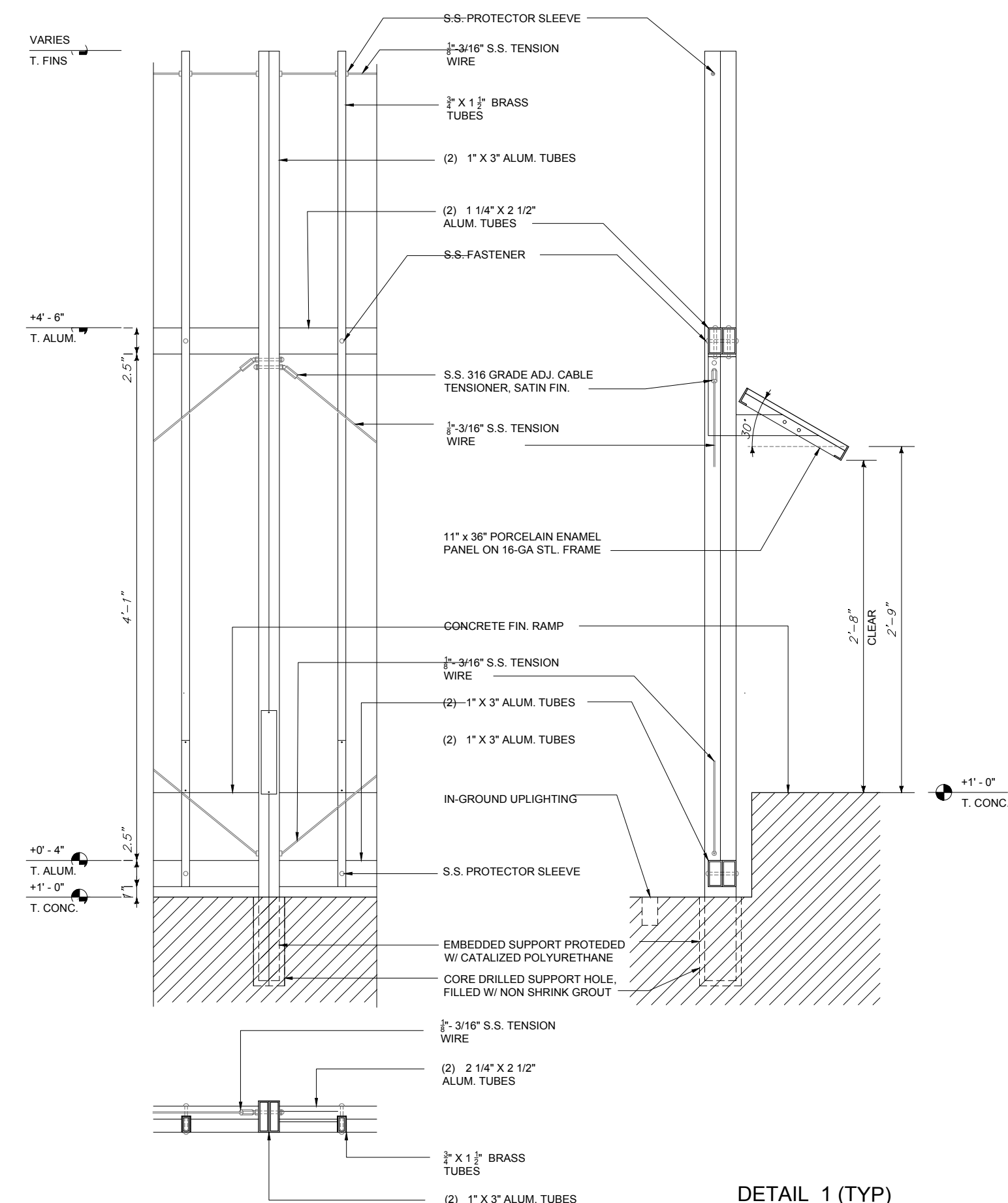
[INSERT NAME OF CONTRACTOR].

By: _____

Name: _____

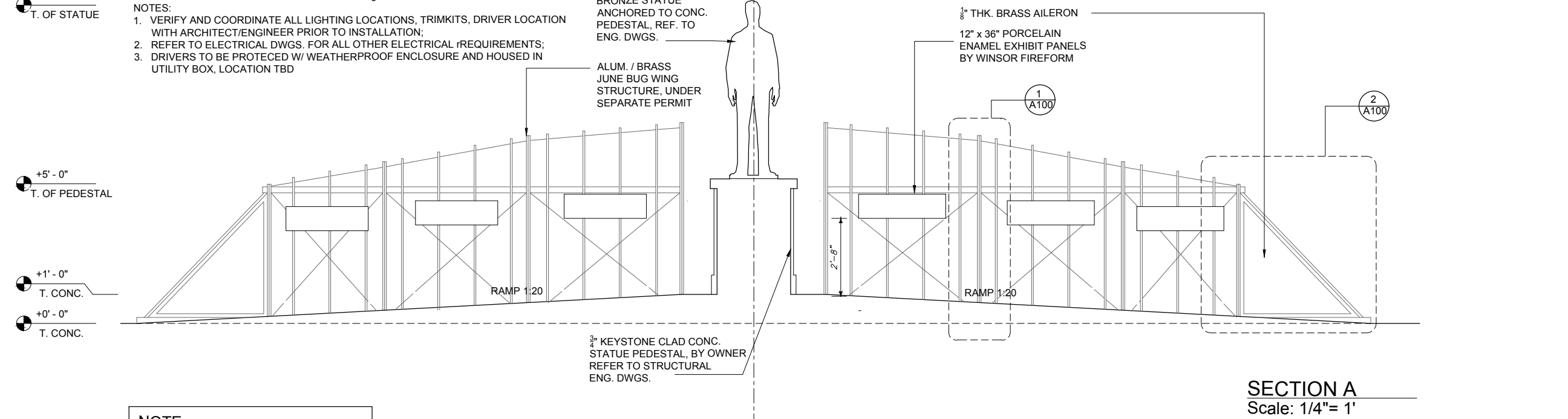
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Date: _____

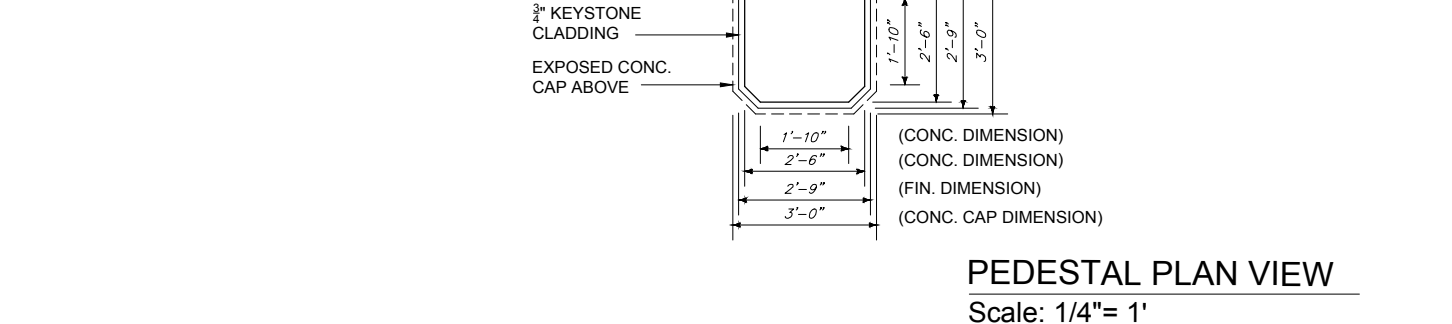
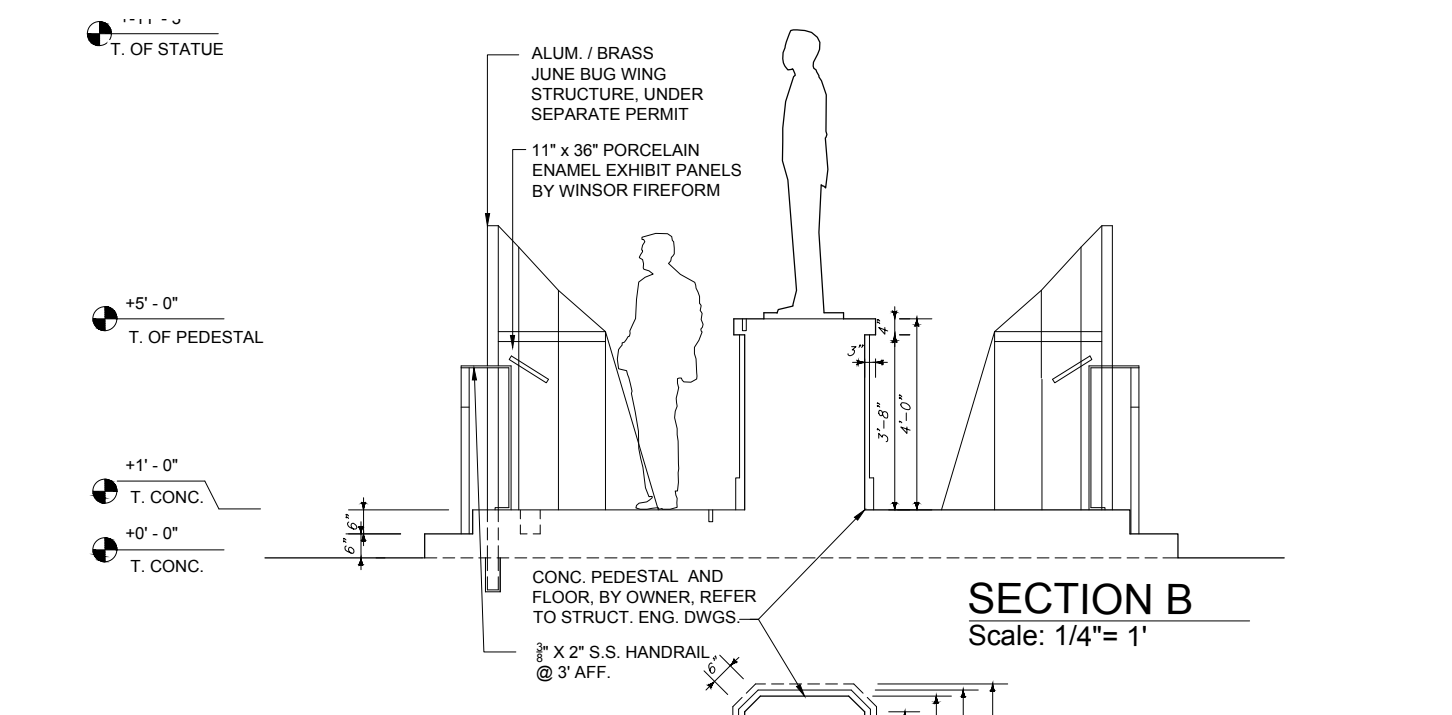
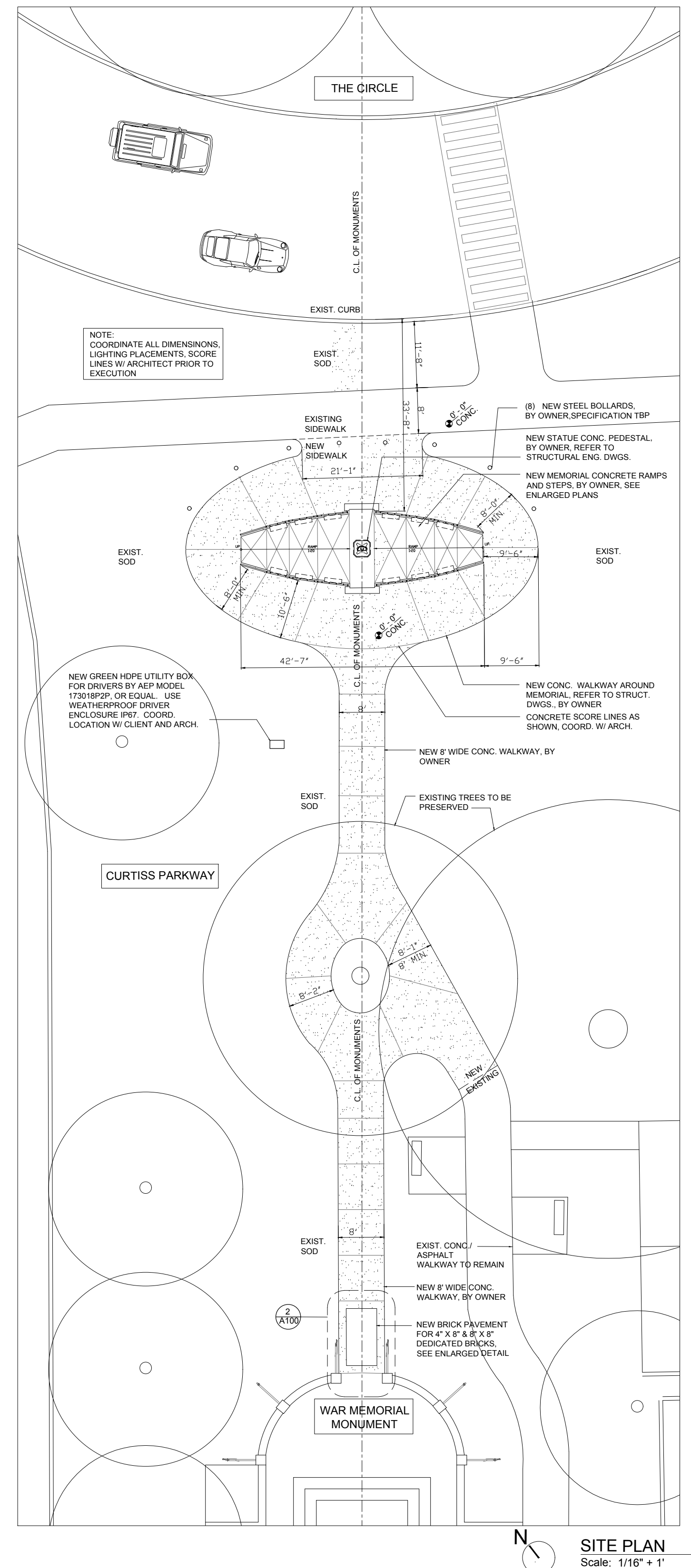


LIGHTING FIXTURE & DRIVER SCHEDULE:

TYPE	MFG	QTY	LIGHT
EF01	MINIMS	12	PORE MP. PD-AMP-30-TL-C (Pore recessed spotlight)
EF02	MINIMS	10	STOMA MP. ST-AMP-30-TL-NO (Stoma recessed spotlight)
EF03	MINIMS	12	PILLBX MP. PX-M-30-TI (Pillbox recessed pathlight)
EF04	MINIMS	4	SPECK MP. CK-MP-30-SO-TI (Spock recessed step light)
EF05	ERCO	2	B200000000 TESS, SIZE 4 (In-ground directional luminaire, Spot 3000K)
DRIVERS	MINIMS	2	PKMP-1000-10V Driver, PWM-60-12-10V, Dimming: 0-10V
HOUSING	MINIMS	10	TRK1-AB2.2 Mini trim concrete sleeve
HOUSING	MINIMS	28	TRK1-AB2.2 Fully integrated concrete slab box
HOUSING	ERCO	2	103229000 Recessed housing for Tesis Size 4 luminaire



NOTE:
ALL METAL WORK UNDER SEPARATE PERMIT, PROVIDE SHOP DWGS. FOR APPROVAL



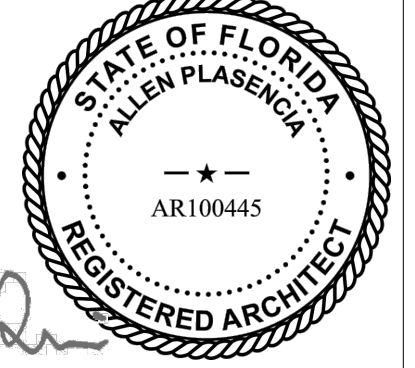
STUDIO PLASENCIA
ARCHITECTURE + INTERIOR DESIGN
705 NE 120TH ST. BISCAYNE PARK, FL 33161
tel: 305-610-2858 fax: 305-383-1700
e-mail: allen@studioplascencia.com AR0007722

PERMIT SET

PROJECT: **GLENN H. CURTISS & JUNE BUG MONUMENT**
MIAMI SPRINGS, FLORIDA
OWNER: **CITY OF MIAMI SPRINGS, FLORIDA**

ISSUES / REVISIONS:

#	DESCRIPTION	DATE



Allen Plasencia
Date: **APRIL 23, 2026**
Scale: **AS NOTED** Project No.:
Sheet Title: **SITE PLAN FLOOR PLAN ELEVATIONS SECTIONS DETAILS**
Sheet No.: **A-1.0**



SITE PLAN
Scale: $\frac{1}{8}" = 1'$



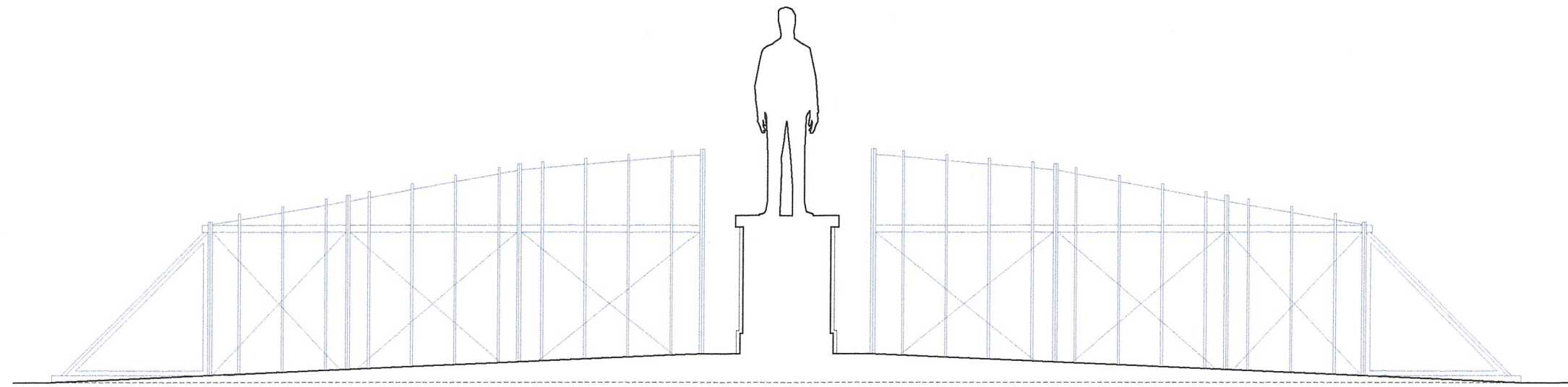
SITE PLAN
Scale: 1/16" = 1'

1/16"

+4' - 10"
T. OF PEDESTAL

+1' - 0"
T.F.F.

+0' - 0"
T.F.F.

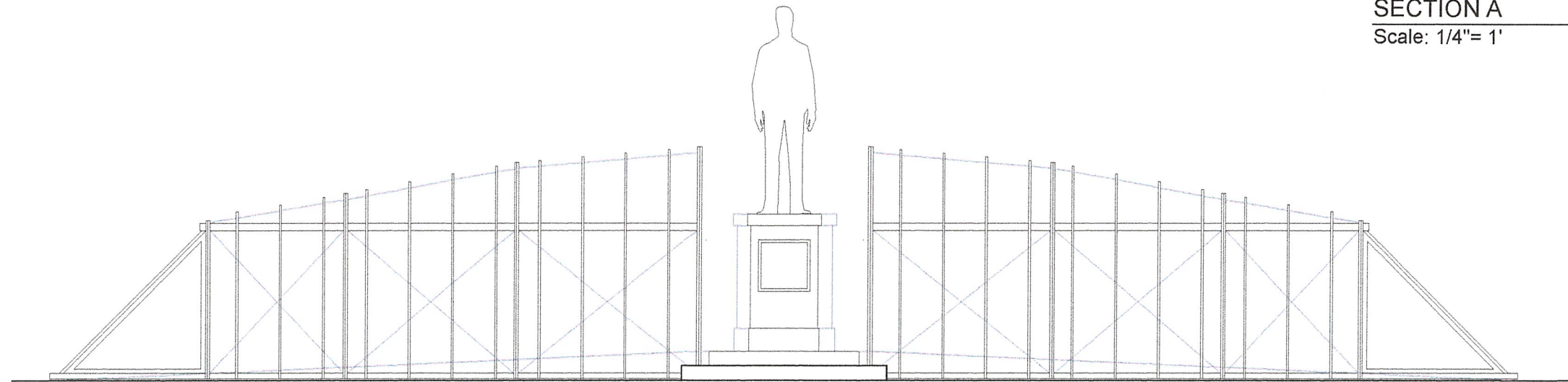


SECTION A
Scale: 1/4" = 1'

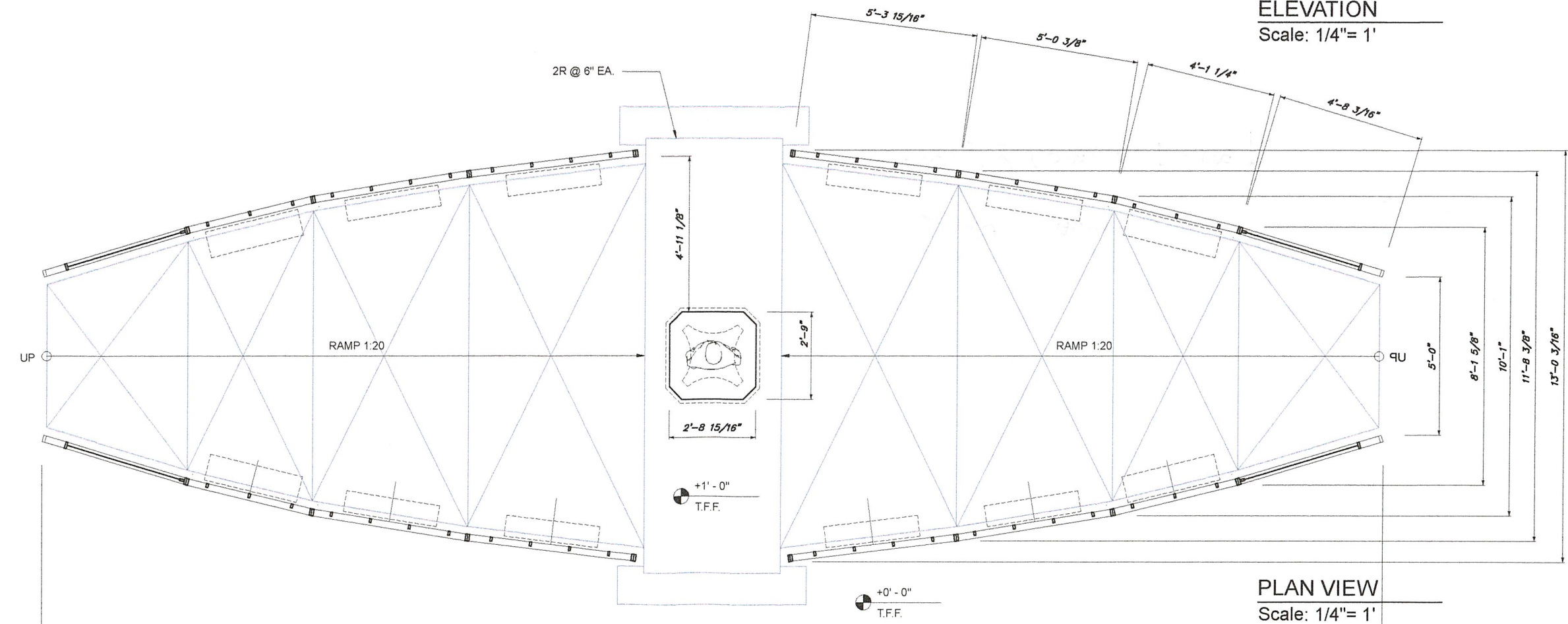
+4' - 10"
T. OF PEDESTAL

+1' - 0"
T.F.F.

+0' - 0"
T.F.F.



ELEVATION
Scale: 1/4" = 1'



PLAN VIEW
Scale: 1/4" = 1'

PROPOSAL

Date: May 22, 2026

To: **Mr. Juan Pena, Director of Public Works**
Public Services Department
City of Miami Springs,
345 N Royal Poinciana Blvd
Miami Springs, FL 33166
Off 305 805 5170 ext 4224
penaj@miamisprings-fl.gov

From: **Alejandro Plasencia, President**
Tech Construction Group Residential Inc.
License# CGC1523631
284 Westward Dr.
Miami Springs, FL 33166
Phone: (786) 220-8172

Project: **Glenn H. Curtiss & June Bug Monument**
Miami Springs, FL 33166

Dear Mr Juan Pena

TCGRI (Tech Construction Group Residential Inc) proposes perform construction work per drawings prepared by Studio Plasencia, Bliss Nyitray Inc. and L Triana and Associates Inc. Dated April 1, 2026. Work included and not included has been listed in attached schedule of values spreadsheet. Please advise and we can provide licensing and insurance credentials.

Total cost for work shall be Ninety Three Thousand Eight Hundred Forty Dollars (\$93,840.00).

Payments shall be as follows;

- 30% Initial deposit
- 40% upon inspection of rebar approval
- 30% upon completion

*payment shall be made within 5 days of completion of each phase.

Thank you

Alejandro Plasencia

Acceptance

Juan Pena,

Glenn H. Curtiss & June Bug Monument		
5/26/26		
Schedule of Values		
	Supervision	
	General Labor	
	Cleaning, Construction, Trash and Debris Removal	
	Field Engineering / Surveying Not Included (layout will be marked with stakes and paint by TCGRI to be approved by Miami springs, public works, or architect)	
	Compaction test and concrete testing not included (can be included as additional cost)	
	Temporary Utilities Not Applicable	
	Portable toilet as needed	
	Temporary Fence with Mesh screen around work area included during construction	
	Certificates of Workers Compensation and General Liability Insurances	
	Permits fees not included	
	Demolition; remove old sidewalk and asphalt pathway, remove and dispose of old sod	
	Site Preparation excavate level and grade	
	5" limerock base at all slabs on grade	
not included	Soil Subterranean termite Treatment not included	
not included	Donation pavers by others, TCGRI will leave a concrete frame for pavers to be inserted at a later date by others	
	Landscaping; sod will be planted to patch areas affected. However, tree pruning, trimming, replacements or installations is not included	
not included	Irrigation not included	
	Labor and material for Forming, Rebar, Wire mesh, Concrete, Concrete broom finish	
	Structural Steel Work; Plate with tubes embedded in concrete included per plans	
not included	Metal screen sculpture and Statue by others	
	Limestone Coralina or similar tile cladding of monument pedestal	
	Electrical work install lights run low voltage wire to box located no more than 20ft from the concrete oval around the statue	
	Light fixtures and transformers provided by others	
	not included power supply (conduit, cables, breakers, box) from electrical panel to box by others	
Subtotal		\$ 83,900.00
	overhead and profit	\$12,585.00
	TOTAL	\$ 96,485.00

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING
AND ADOPTING AN AMENDED SCHEDULE OF
CHARGES RELATING TO BUILDING PERMIT FEES;
PROVIDING FOR AUTHORIZATION; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Miami Springs (the “City”) maintains a Schedule of Charges (“Fee Schedule”) for building permit fees, including plans reviews and inspections; and

WHEREAS, Section 151-07 of the City’s Code of Ordinances provides that a current schedule of charges for building, plumbing, electrical, mechanical, and other related permit fees shall be approved from time to time by resolution of the City Council after submission for their approval by the City administration; and

WHEREAS, House Bill 803 (2026) is set to go into effect on July 1, 2026, which among other things, prohibits the imposition of inspection fees based on total costs of a project or that exceed actual inspection costs incurred by the City and also requires the provision of discounts for property owners utilizing private providers for plan reviews and inspection services; and

WHEREAS, the City Manager recommends approving the amended Fee Schedule to reflect changes in State law, as set forth in the further detail in the Fee Schedule attached hereto as Exhibit “A”; and

WHEREAS, the City Council has reviewed the proposed amended Fee Schedule attached hereto as Exhibit “A” and has determined that the amendments to the Fee Schedule are both fair and appropriate; 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. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

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

Section 3. Authorization. The City Manager 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. This Resolution shall take effect 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 Dr. Walter Fajet	_____
Vice Mayor Orlando Lamas	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Joseph Dion	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2026.

Dr. Walter Fajet
MAYOR

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



CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, Florida 33166
Building Processing Department

FEE SCHEDULE

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SCHEDULE OF CHARGES FOR BUILDING, PLUMBING, ELECTRICAL, MECHANICAL AND OTHER RELATED PERMITS AND FEES

BUILDING PERMITS FEES:

1. General maintenance and repairs.

1. Refer to City Code Section 151.04 (H).

2. **Upfront Processing Fee.** When the building permit is received, the applicant shall pay an "upfront" processing fee equal **(\$3.00)** for each one hundred (100) square feet, or fractional part thereof, or **(\$3.00)** for each **(\$1,000.00)** of estimated valuation, or fractional part thereof. This processing fee is not refundable but shall be credited towards the final building permit fee.

2. **Structural Processing Fee.** When a building permit application requires review by the structural plans processor, a non-refundable fee of **(\$100)** shall be added to the upfront fee on residential permits and **(\$150)** for Commercial permits. Subsequent reviews required shall be charged at the same rate per review. Special reviews or reviews that require extra time shall be charged at as per hour rate for the structural engineer

- A fee of **(\$50)** shall be charged for window, door, and shutter replacement permits.
- No fees shall be charged for up to two item submittals of a window, door or shutter permits.

3. **New Construction or Additions Fee.** The permit fee for general or new construction shall be as follows:

A. New residences, and additions to residential property:

- ~~Per \$1.00 of estimated cost or fractional part.... (\$0.03) (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)~~
- 0 - 300 S.F.: \$540
- 301 - 650 S.F.: \$850
- 651 - 10,000 S.F.: \$1.15/S.F.
- Minimum fee: \$150.00 (Only when one review and one inspection is required)

B. Office buildings, duplexes, hotels, apartments, condominiums, store buildings or any other commercial or multiple family zoned properties, tenant improvements, interior alterations, parking garages, warehouses with minimum office space, commercial swimming pools:

- ~~Per \$1.00 of estimated cost or fractional part.... (\$0.04) (estimated cost shall be established by the Building Official using the "R.S. Means Building Construction Cost Data" manual)~~
- 0 - 10,000 S.F.: \$1,800
- 10,001 - 30,000 S.F.: \$1.75/S.F.
- 30,001 - or above: \$1.50/S.F.
- Minimum fee: \$200.00 (Only when one review and one inspection is required)

- Minimum fee: **\$150.00**

C. **Valuation.** The method of determining minimum valuation on which permits are based as covered above shall be established by the **Building Official** in conjunction with the Dade County Office of Code Compliance. (Chapter 8, Section 8-12)

4. **General.** ~~The permit fee for general construction shall be based on (3%) of the estimated cost for Residential Properties. For Commercial Properties the permit fee for general construction shall be based upon a tiered valuation schedule as follows: (4%) for the first \$5,000,000.00 of estimated costs; an additional (3%) for the estimated costs between \$5,000,000.01 and \$10,000,000.00; and an additional (2%) for the estimated costs over \$10,000,000.01. The minimum permit fees shall be as follows~~
The permit fee for general construction shall be based as follow:

B. Concrete patios, pool decks, driveways, concrete steps, walkways, parking lots, tennis courts and landscaping (residential or business):

- Minimum fee: **-\$180.00**
- **(\$0.18)** per sq. ft. or fractional part thereof

C. Wood decks, screen enclosures, and aluminum roofs:

- Minimum fee: \$180**250.00**
- (\$0.75) per sq. ft. or fractional part thereof.

D. Awnings, canopies, window, shutters, gates, wrought iron grills, doors and garage doors (residential or business):

- Minimum fee: -\$150**\$180.00**
- **(\$4.38)** per each item or fractional part thereof, in addition to the minimum fee.

E. Roof and roof repairs, general repairs over \$300.00 (residential or business):

- Minimum fee: \$180.00
- ~~Minimum fee: \$125.00~~
- Flat & Shingle **(\$0.15)** per sq. ft. or fractional part thereof.
- Tile & Metal **(\$0.20)** per sq. ft. or fractional part thereof.

F. Air conditioning screens, aluminum fences, wood fences (residential or business):

- Minimum fee: **\$150.00**
- **(\$0.81)** per LN. FT. or fractional part thereof.

G. Wrought iron fences, metal or aluminum picket fences, and railings (residential or business):

- Minimum fee: **-\$150.00**
- **(\$1.06)** per LN. FT. or fractional part thereof.

H. Masonry fences and retaining walls:

- Minimum fee: \$250.00
- ~~Minimum fee: \$180.00~~
- **(\$2.00)** per LN. FT. or fractional part thereof.

I. Chain link fences (residential or business):

- Minimum fee: ~~\$125~~**\$150.00**
- **(\$0.38)** per LN. FT. or fractional part thereof.

J. Signs:

- Minimum fee: **-\$150.00**

- **(\$2.50)** per sq. ft. or fractional part thereof.
- Contractor Signs: ~~-\$25.00~~
- **Window signs: \$50 (minimum fee not applicable)**

K. Housing and building moving:

- Per building or structure: ~~-\$125~~**\$150.00**
- For each 100 sq. ft. or fractional part thereof: **(\$12.50)**

L. Demolition (residential or business):

- Minimum fee: ~~-\$150.00~~
- **(\$0.06)** per sq. ft. or fractional part thereof.

M. Utility sheds

- Per building or structure: ~~-\$125~~**\$180.00**

N. Swimming Pools and/or Spas :

- Minimum fee: **\$600.00**

5. Alterations and Repairs Fee:

~~A. (Single family residential zones):~~

A. Kitchen or Bathrooms:

- Minimum fee: ~~\$125.00~~**\$350**
- ~~Per \$1000.00 of value or fractional part thereof: (\$30.00)~~

~~B. (Commercial or multiple family zones):~~

B. Kitchen and Bathrooms (combined):

- Minimum fee: ~~\$125.00~~**\$550**
- ~~Per \$1000.00 of value or fractional part thereof: (\$40.00)~~

6. Minimum Permit Fee:

A Minimum Permit shall be allowed in cases where the value of the job is below \$500, and the Permit requires only one review and one inspection. Such Permit shall have a fee of fifty dollars (~~\$50~~**\$150.00**). Minimum Permits must have the prior approval of the Building Official, Director of Building and Code Compliance, or his/her designee.

10. Miscellaneous Fees. The City shall charge and collect the following fees for re-inspection, double permits, lost plans, revised plans, and second re-inspection fees, to wit:

- Re-inspection fees.** Refer to Code Section 151.06(B)(1).
- Double fees.** When work for which a permit is required is commenced prior to the obtaining of a permit, the permit applicant shall be required to pay (\$100.00) plus a double permit fee. The payment of the required fee shall not relieve them from being subject to any of the penalties therein. The double fee requirements shall be applicable to all divisions of the Building Department as noted herein.
- Lost plan fee.** When plans for new buildings and additions are lost by the owner or the contractor, a recertification will be required to review, stamp, and approve a new set of plans as a field copy. The fee shall be **(30%)** of the original building permit fee up to a maximum of **(\$500.00)**. The lost plan fee shall never be lower than **(\$100.00)**.
- Revisions to existing plans.** A fee for reviewing plans (after approval of initial plans) shall be

- (\$75.00)** per sheet and/or per trade, with a minimum fee of **(\$25.00)**.
- E. **Extension of permit prior to expiration.** A fee of **(\$100.00)** shall be paid by the permit holder who submits a written request for a permit extension to the Building Official.
 - F. **Renewal of expired permit.** A minimum fee of **(\$125.00)** shall be applied for those permits that only require a final inspection. When a permit has become null and void pursuant to the Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any re-application (Renewal) fee for a permit covering the same project and involving the same plans, provided that the complete re-application is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this Section.
 - G. **Shop drawing review.** A fee of **(\$17.50)** per sheet shall be charged for reviewing shop drawings.
 - H. **Certificate of occupancy and certificate of completion.** **(\$250.00)** each.
 - I. **Temporary certificate of occupancy and temporary certificate of completion.** **(\$125.00)** each. Failure to renew temporary certificate of occupancy or temporary certificate of completion **(\$125.00)**.
 - J. **Permit card replacement** shall carry a fee of **(\$30.00)**.
 - K. **Change of contractor.** The fee for a change of contractor shall be **(25%)** percent of the original base permit fee when the job is up to fifty percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(20%)** percent of the original base permit fee when the job is between fifty-one and seventy five percent complete as determined by the City Building Official. The fee for a change of contractor shall be **(10%)** percent of the original base permit fee when the job is between seventy-six and one hundred percent complete as determined by the City Building Official. Notwithstanding the foregoing fee, other miscellaneous fees set forth in this Schedule of Charges may also be applicable in the sole and exclusive discretion of the City Building Official.
 - L. **Thirty-Year Recertification fee.** For every application for thirty-year recertification under section 104.9, Florida Building Code, there shall be paid to the City, for the processing of each application, a fee of **(\$350.00)**. For every application for subsequent recertification at ten-year intervals thereafter, there shall be paid to the City, for the processing of each application, a fee of **(\$200.00)**. For every recertification extension application, there shall be paid to the City, for the processing of each application, a **(\$200.00)** fee.
 - M. **Courtesy inspection fee.** When a homeowner requests that a courtesy inspection be performed by a code enforcement officer in order to establish if any City Code violations exist, and a written report is prepared, a fee of one hundred twenty-five dollars **(\$125.00)** shall be paid to the City. A fee of **(\$50.00)** shall be assessed for a verification inspection required to close-out and/or cancel an expired permit.
 - N. **Change of use and occupational license inspection.** Whenever a new occupational license or new occupancy is applied for, a fee of **(\$125.00)** shall be paid to the City for inspection of the premises prior to the issuance of said license. This fee is nonrefundable and does not apply towards the licensing fee.
 - O. A fee of **(\$25.00)** shall be charged for the preparation and submission of any **letters requested** by any citizen or third party regarding any building information on any property in the city.
 - P. A fee of fifty cents **(.50)** per \$1,000 job cost, or fractional value of work to be done as has been mandated by Dade County Code Compliance Office under County ordinance 91-74. This **code compliance fee** shall be in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.
 - Q. A fee of one cent **(.01)** per square foot shall be paid to the City for the purpose of **Radon Surcharge** as mandated by the State of Florida Department of Business Regulation and the Department of Health and Rehabilitation Services under Florida Administrative Code Section 468.631 and Section 10D-91.1314, respectively, in addition to any other fees and costs that may be payable as a condition of obtaining a permit, and shall be non-refundable.

- R. **Construction completion bond** in the amount of **\$250.00** shall be assessed on every permit which is valued in excess of \$2500.00. This bond will be refunded upon the approval of the final inspection or upon the issuance of a certificate of completion or certificate of occupancy.
- S. **Special Project Fees.** The Building Official or designee has the authority to invoice for reimbursement of actual costs on projects requiring services not provided for in the current fee schedule. The invoice will be based on the estimated time needed for the project times the current hourly rate of the Building Official or his designee.
- T. **Conditional Re-Occupancy Agreement-\$500**
- U. **Conditional Code Compliance Agreement-\$500**
- V. **Unsafe Structures Board Filing \$500 plus costs** (as billed by the Unsafe Structures Board)
- W. **Technology Fee:**
A technology fee of 10% of the total Building permit fee shall be assessed to each permit to enhance the city's ability to provide state-of-the-art technology to its Building Department customers.
- X. **Scanning Fee.** A fee charged per page for cost recovery of digitizing permit drawings for electronic plan review:
 - Small sheets "11x17 or smaller" shall be charged at **(\$1.00 per page)**
 - Large sheets "18x24 or larger" shall be charged at **(\$3.00 per page)**
- Y. **After Hours Inspection Fee/Expediate Review.** Inspections/Expediate Reviews scheduled before/after working hours, weekends and/or holidays shall be paid in advanced.
 - Residential: (\$150.00 per inspection/review)
 - Commercial: (\$250.00 per inspection/review)

11. Refunds. The refunding of any permit fees shall be as follows:

- A. There shall be no permit fees refunded for completed permitted work.
- B. The Building Director may recommend the refund of 80% of all refundable permit fees so long as no work has commenced within 90 days of permitting and no permits have been void. However, the fee collected for the examination of plans and specifications shall not be refundable.
- C. If at any time a permit is canceled for any reason, at such time as a new permit is requested a complete processing of plans and permit fee shall be required to include reviews by all required trades and applicable boards.

12. Private Provider

- Residential Construction Project: A 100% discount shall be applied to the specific plan review and inspection fee components of the permit when a private provider is utilized for residential construction projects.
- Commercial Construction Project: A discount of 25% for plan reviews and 25% for inspections shall be applied to the base permit fee; a 50% discount shall be applied if a private provider is used for both plan reviews and inspections).

ELECTRICAL PERMIT FEES:

1. Minimum fee	\$125.00
1. Minimum fee	\$150.00
A. Temporary service for testing purposes, construction.....	\$62.50
(Plus fees listed below for 101 amps & over)	
B. Service repair and/or meter change (adding 3rd phase)	\$50.00
C. Temporary for testing, for a period of 30 days.....	\$50.00
D. Renewal, for additional 30 days	\$50.00

- E. Signs (each) **\$50.00**
- 2. Services.** In addition to the foregoing the following fees shall be charged for each service and each feeder (feed rail):
 - A. 100 amps and under **\$37.50**
 - B. 101 amps thru 200 amps **\$43.75**
 - C. 201 amps thru 400 amps **\$50.00**
 - D. 401 amps thru 600 amps **\$62.50**
 - E. 601 amps thru 800 amps **\$68.75**
 - F. For each 100 amps over 800 amps **\$6.25**
- 3. Switchboards. Fees are the same as the fees under "services" computed on amps, as set forth in (2.) above.**
- 4. Rough wiring outlets.** (light, receptacle, switch, sign and also telephone and other low voltage outlets):
 - A. 1-10 outlets **\$25.00**
 - B. Each additional outlet **\$2.50**
- 5. Low voltage systems.** Items listed below but, not limited to:
 - A. Fire alarm or intercom systems, each device **\$37.50**
(Security alarms do not require a permit)
 - B. Fire alarm and/or fire pump test, per hour **\$62.50**
- 6. Equipment outlets or permanent connections:**
 - A. Air conditioners, window and through wall units **\$12.50**
 - B. Compactor..... **\$12.50**
 - C. Deep freezer..... **\$12.50**
 - D. Dishwasher..... **\$12.50**
 - E. Dryer **\$12.50**
 - F. Fan..... **\$12.50**
 - G. Garbage disposal..... **\$12.50**
 - H. Heat recovery..... **\$12.50**
 - I. Oven..... **\$12.50**
 - J. Range/range top **\$12.5**
 - K. Refrigerator (domestic)..... **\$12.50**
 - L. Refrigerator (commercial per HP, see motor schedule)..... **\$12.50**
 - M. Space heater **\$12.50**
 - N. Time clock **\$12.50**
 - O. Washing machine..... **\$12.50**
 - P. Water heater-boiler (electrical)..... **\$12.50**
- 7. Air conditioners, central, per ton \$8.75**
- 8. Clear violations inspection, new tenants \$62.50**
- 9. Motors:**
 - A. Up to 5 HP **\$12.50**
 - A. 5 HP - 10 HP **\$37.50**
 - B. Over 10 HP (additional per HP)..... **\$2.50**
- 10. Generators, transformers, commercial heating equipment and strip heaters:**
 - A. Up to 5 KW **\$12.50**
 - B. Up to 10 KW **\$20.00**
 - C. 10 KW - 25 KW, each..... **\$37.50**
 - D. Over 25 KW, each..... **\$62.50**
 - E. Transformers for X-rays **\$22.50**

- 11. Welding machine outlets:**
 - A. Up to 50 amps..... **\$25.00**
 - B. Each additional 50 amps or fraction thereof..... **\$12.50**
- 12. Special purpose outlets, commercial:** Popcorn, doughnut, drink machines; coin-music machines; toasters; coffee urns; espresso machines; deep fryers; telephone booths; refrigerator display cases; etc., **\$25.00** each.
- 13. Temporary work on circuses, carnivals, outdoor events...**
 - A. Minimum Fee..... **\$187.50**
- 14. Fixtures:**
 - A. Lights:
 - 1 - 10 sockets **\$12.50**
 - 1 - 10 fluorescent tubes **\$12.50**
 - B. Each additional..... **\$1.25**
 - C. Lighting fixture "heads", each..... **\$8.75**
 - D. Flood lights or light standards, each..... **\$12.50**
 - E. Parking lot lights, mercury vapor or quartz, charge per light..... **\$12.50**
- 15. Plug mold and strip lighting:**
 - A. First 10 feet or fractional part thereof **\$31.25**
 - B. Each 5 feet or fractional part thereafter **\$3.75**
- 16. Minimum permit fee including repair work not elsewhere classified \$125.00**
- 17. Satellite Antenna grounding \$62.50**
- 18. Demolitions; removal of electrical circuits, per floor \$43.75**
- 19. Swimming pools, spas and hot tubs:**
- ~~20. Residential..... **\$125.00**~~
- ~~21. Commercial..... **\$125.00**~~
 - ~~A. Residential..... **\$300.00**~~
 - ~~B. Commercial **\$350.00**~~
 - ~~A.C. Residential pool & spa combination..... **\$125** **\$400.00**~~
- ~~22. Photovoltaic & Solar Thermal Systems~~
- ~~23.20.: The permit fee for ~~photovoltaic~~Photovoltaic and ~~solar thermal systems~~Solar Thermal Systems shall be based on (3%) of the estimated cost, with a minimum fee of ~~(\$ **\$180.00**).~~~~

PLUMBING PERMIT FEES:

1. Residential/commercial (new construction, additions, alterations).

- ~~Minimum fee..... **\$125.00**~~
- ~~Minimum fee. **\$150.00**~~
- A. Rough and set at eight dollars and seventy-five cents (**\$8.75**) rough-in, eight dollars and seventy-five cents (**\$8.75**) set on each fixture listed below if part of the same permit application. Including, but not limited to, ~~bathtub~~bath tub, bidet, dishwasher, disposal, drinking fountain, floor drain, lavatory, laundry tray, clothes washer, shower, sink, urinal, water closet indirect wastes, icemaker, and water heater.
- B. Items not covered under minimum fee schedule shall be priced at a minimum per-unit or fixture rate of seventeen dollars and fifty cents (**\$17.50**) eight dollars

and seventy-five cents (**\$8.75**) rough-in, eight dollars and seventy-five cents (**\$8.75**) set.

2. Water treatment plants, sewage treatment plants and lift stations.

- A. First \$1,000.00 value or fractional part thereof**\$93.75**
- B. Each additional \$1,000.00 value or fractional part thereof**\$31.25**

3. Natural gas and liquefied petroleum rough and set at eight dollars and seventy-five cents (**\$8.75**) rough-in, eight dollars and seventy-five cents (**\$8.75**) set on each fixture if parts of the same permit application. (See minimum fee above.)

- 4.** Grease trap **\$43.75**
- 5.** Interceptor **\$43.75**
- 6.** Wells..... **\$43.75**
- 7.** Sewer connection **\$43.75**
- 8.** Water service **\$43.75**
- 9.** Sewer capping..... **\$43.75**
- 10.** Septic tank..... **\$62.50**
- 11.** Soakage pit..... **\$43.75**
- 12.** Catch basin..... **\$31.25**
- 13.** Interceptor-grease-oil..... **\$43.75**
- 14.** Solar water heaters, installation or repair..... **\$43.75**
- 15.** Heat recovery systems..... **\$43.75**

~~16.~~ Pool piping ~~\$43.75~~

~~17.~~ Drain field..... ~~\$43.75~~

~~16. 18.~~ Swimming Pools..... ~~\$200.00~~

~~16.17.~~ Pump and
abandon septic tank ~~\$43.75~~

~~17.18.~~ Roof drains & area
drains ~~\$43.75~~

~~18.19.~~ Lawn Sprinkler
System ~~\$43.75~~

~~19.20.~~ Back-flow prevention device:

- A. Up to 2" (inches)..... ~~\$43.75~~
- B. Over 2" (inches)..... ~~\$62.50~~

~~20.21.~~ Fire Sprinklers:

- A. Each Siamese..... ~~\$31.25~~
- B. Each Post Indicator Valve..... ~~\$31.25~~
- C. Each RoofManifold..... ~~\$31.25~~
- D. Each Fire Pump..... ~~\$43.75~~
- E. Each Sprinkler Head ~~\$0.94~~
- F. Connection to municipal water supply..... ~~\$31.25~~

MECHANICAL PERMIT FEES:

The building department shall charge and collect for mechanical permits at the following rate:

1. Air conditioning and refrigeration:

- ~~Minimum fee~~..... ~~\$125.00~~
- ~~Minimum fee~~..... ~~\$150.00~~
- Per ton or fractional part of ton ~~\$15.00~~

2. Condensate drains:

• First	\$15.00
• Each additional.....	\$6.25
3. Heating units:	
A. First 5 units, each unit.....	\$31.25
B. Each unit thereafter	\$18.75
C. Each and every unit capable of heating; furnaces and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified. Includes all component parts of the system except fuel and electric lines.	
• For the first 200,000 BTU or fractional part	\$43.75
• For each additional 100,000 BTU or fractional part	\$25.00
• Ductwork:	
o first \$1,000.00 value	\$43.75
o o each additional \$1,000.00 value or fractional part thereof	\$15.00
4. All spray booths:	
A. For the first 300 sq. feet or fractional part thereof.....	\$250.00
B. Each additional 100 sq. feet or fractional part thereof	\$125.00
5. Boilers and pressure vessels:	
A. Rated capacity first 200,000 BTU.....	\$125.00
B. Each additional 100,000 BTU's..... (Tons = BTU's divided by 12,000)	\$25.00
C. Steam boilers, each.....	\$125.00
D. Hot water boilers (same), each.....	\$125.00
E. Miniature boilers (same), each.....	\$62.50
F. Steam driven prime movers, each	\$62.50
G. Steam actuated machinery, each	\$18.75
H. Unfired pressure vessels; operating at pressures in excess of 60 psi and having a volume of more than 5 cu. ft	\$50.00
a. Fee for periodic inspections of steam boiler (semi-annual, internal and external):	
• Semiannual internal inspection	\$37.50
• Semiannual external inspection	\$62.50
• Hot water boilers, annual	\$62.50
• Unfired pressure vessel, annual.....	\$62.50
• Miniature boilers, semiannual, each inspection.....	\$43.75
I. Certificate of inspection, (conducted by an independent agency)	\$62.50
J. Processing by mechanical inspector	\$130.00
6. Internal combustion engines:	
• Up to 50 KVA.....	\$125.00
• Each additional 5 KVA or fractional part thereof.....	\$25.00
7. Pressure piping:	
• First \$1,000.00	\$62.50
• Each additional \$1,000 or fractional part thereof	\$31.25
8. Cooling tower:	
• Up to 10 tons.....	\$62.50
• Each additional 10 tons or fractional part thereof	\$18.75
9. Ventilation and ventilation systems:	
• Up to \$1,000.00 in value.....	\$43.75

- Each additional 10 tons or fractional part thereof \$18.75
- 10. Fireplace (each) \$62.50
- 11. Bath fans, vented:
 - First \$18.75
 - Each additional..... \$12.50
- 12. Vented kitchen hoods, residential..... \$31.25
- 13. Storage tanks for flammable liquids (gas), per tank..... \$50.00
- 14. Piping for flammable liquids:
 - First \$1,000.00 in value..... \$62.50
 - Each additional \$1,000.00 or fractional part thereof..... \$31.25
- 15. Chemical fire suppression system (each) \$62.50
- 16. Commercial hoods and fans (each) \$93.75
- 17. Exhaust fans/power vents (each)..... \$43.75
- 18. Unfired pressure vessels (each)..... \$43.75
- 19. Yearly smoke evacuation test..... \$250.00

PORTABLE STORAGE UNITS FEE:

1. Portable Storage Units (PSU) \$50.00
2. PSU Renewal..... \$25.00
3. Permit fee for PSU shall be waived by the Building Official when a current Building Permit has been obtained on for the same property address.

PLANNING AND ZONING FEES:

Public Hearings				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-103	Zoning and Planning Board	Privately initiated process (PIP)	\$250	\$2,000
150-112	Board of Adjustment	PIP	\$250	\$2,000
150-114.5	Advertising and Notification	PIP	n/a	At cost and covered by Cost Recovery
150-114.5	Re-advertising and Re-notification	Applicant requested deferral	n/a	At cost and covered by Cost Recovery

Comprehensive Plan and Zoning Code Changes				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-114	Zoning Map Change	PIP	\$250	\$3,000
150-104	Zoning Code (Text) Change	PIP	\$250	\$5,000
150-021	Interpretation of Zoning Code	PIP	\$100	\$1,000
	Comprehensive Plan Map (FLUM) Change	PIP- small scale	\$500	\$5,000
	Comprehensive Plan Map (FLUM) Change	PIP - large scale	\$500	\$10,000
	Comprehensive Plan Text Change	PIP	\$500	\$10,000
Subdivision of Land				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-119	New Plat/Replat	PIP-tentative	\$500	\$7,000
150-020		PIP-final	\$500	\$3,000
	Waiver of Plat	PIP	\$500	\$1,500
Development Review				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-070.1	Pre-Application Meeting	PIP-all applicable processes	\$150	\$1,000
150-164	Site Plan Approval	PIP	\$500	\$10,000
	Site Plan Amendment	PIP	\$500	\$5,000
150-045 150-070	Conditional Use	PIP	\$500	\$3,000
Variances and Appeals				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
150-112	Variance	PIP-residential	\$350	\$3,000
150-015		PIP-non-residential	\$350	\$5,000
93-51		PIP-commercial vehicle parking	\$50	\$350
		PIP-color palette	\$50	\$1,500
150-111	Appeals	PIP-residential	\$100	\$1,000
		PIP-non-residential	\$200	\$2,250

Miscellaneous				
Code Section	Process	Type	Filing Fee	Cost Recovery Deposit*
96-26	Rights-of-Way Work Permit	PIP	\$75	N/A
96-205	Street or Alley Abandonment/Vacation	PIP	\$500	\$4,000
	Modification or release of covenant	PIP	\$150	\$500
	Zoning Verification Letter	PIP-all zoning districts	\$25	\$125
92-02	Zoning Permit Reviews	PIP-Residential PIP-Commercial		\$100** \$200**
	Research	All		\$120/hour
154-03	FIRM Map Determination	Historical Current	\$25 \$25	\$125 \$250
150-005	Alcoholic Beverage License New and Change of Ownership to Existing Establishment	2APC, 3APS 2COP 4COP, 4COP-SRX	\$50 \$50 \$50	\$100 \$150 \$400
80-21	Alcoholic Beverage License	Special Event Vendor	\$25	\$50
N/A	Withdrawal of Application	Privately initiated request	After 10 days from receipt, no refund of fees	

*Cost recovery: Cost recovery covers the City’s actual cost of publication, posting and mailing of required notices, as well as City-retained consultant/professional/expert review services (including but not limited to planning, surveying, landscape, engineering, legal, and any others that may be determined necessary to review an application). The amounts listed are the minimum cost recovery deposit that an applicant must pay to initiate the review process, which will be placed into a cost recovery escrow account established by the City for this purpose. Withdrawals will be made to reimburse the City for all direct expenses described above. When the balance in the cost recovery escrow account is reduced to one-half (½) of its initial amount, the applicant will be notified and will need to replenish the account to the original balance. If the account is not replenished within 10 calendar days after the applicant is notified, in writing, of the requirement, the City will suspend review of the application and/or scheduling of the application for any board or commission hearing. Following final approval or denial of an application, expiration of any applicable appeal period, and/or payment of all consultant charges, the City will, upon request, refund to the applicant any funds remaining in the cost recovery escrow account.

** Plus 50% of fee for rework after second disapproval.

*** Plus \$250.00 for preparation of covenant, if applicable

TREE RELATED FEES:

Zoning of Property	Before inspection (Insp.) must be submitted with the tree removal/relocation application (appl.)
Single Family/Residential	\$65 appl + \$35 initial insp. =\$98
Multi-Family	\$80 appl + \$35 initial insp. =\$115
Business	\$105 appl + \$35 initial insp. =\$140
Commercial	\$105 appl + \$35 initial insp. =\$140
Right of Way/Swale	\$30 appl + \$35 initial insp. =\$65

Zoning of Property	After inspection (insp.) must be paid before Department signs/executes the tree removal/relocation permit)
Single Family/Residential	\$35 final insp. + \$12 per tree up to max. of \$320
Multi-Family	\$35 final insp. + \$12 per tree up to max. of \$395
Business	\$35 final insp. + \$12 per tree up to max. of \$395
Commercial	\$35 final insp. + \$12 per tree up to max. of \$660
Right of Way/Swale	\$35 final insp. + \$6 per tree up to max. of \$265
<ul style="list-style-type: none"> • Inspection fees listed above are based on applications to remove and/or relocate and assess 20 trees or less. For projects with more than 20 trees, the inspection fees are adjusted as follows: <ul style="list-style-type: none"> ○ 21-100 trees to be inspected: \$65 • For all new application submittals, the application and the initial inspection fee must be paid prior to commencement of application processing. • For After-the Fact (ATF) tree removal/relocation permits, the application and per tree(s) fee shall be doubled (2x). The fees listed above are based on voluntary (not ATF) applications. • For relocation only permits, there is no per tree(s) fee charged, only the application and inspection fees. • In order to renew/extend a permit, you will be required to pay the original application fee amount prior to the expiration of the current permit. • <i>Please be advised that the application and the initial inspection fee are required upon submission of a tree removal/relocation permit application and are non-refundable if cancelled, withdrawn, or denied.</i> • 	

REPLACEMENT TREE CANOPY CREDITS

Replacement Tree	Minimum Height	Canopy Credit	Tree Trust Contribution
Large tree species*	15 feet overall height	500 square feet	\$1,000
Medium tree species	12 feet overall height	300 square feet	\$500
Small tree species	10 feet overall height	200 square feet	\$300
<ul style="list-style-type: none"> • Additional canopy credits for replacement trees may be granted at the discretion of the Department for large tree species exceeding 20 feet in overall height. 			

POLICE DEPARTMENT FEES:

OFF-DUTY POLICE SERVICES*	
Police Officer (Regular)	\$65/hour
Police Supervisor (Regular)	\$70/hour
Police Officer (Holiday Rate)	\$100/hour
Police Supervisor (Holiday Rate)	\$100/hour
<p>*The minimum charge for any off-duty police assignment(s) shall be based on a minimum of three (3) hours of off-duty police services. In the event an off-duty police assignment request is cancelled with less than eight hours written notice prior to the scheduled service, the requesting person or entity shall be responsible for payment of a three (3) hour minimum charge for each off-duty police officer assigned to the request.</p>	

PUBLIC WORKS SANITATION DIVISION FEES:

PRIVATE WASTE HAULER NON-EXCLUSIVE FRANCHISE	
New Application	\$250
Renewal Application Fee	\$250
Non-Exclusive Franchise Fee Rate	18% of Total Monthly Gross Receipts*
Late Payment Fee	\$150
Late Payment Interest Rate	1.5% per month
*Payments shall be made to and received by the City Finance Department no later than the fifth day of the month following the month for which the monthly gross receipts were collected.	