CITY OF MIAMI SPRINGS, FLORIDA

Mayor Walter Fajet, Ed.D.

Vice Mayor Joseph Dion | **Councilman Jorge Santin**
Councilman Orlando Lamas | **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, December 8, 2025 – 7:00 PM
Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
(In-person and virtually; See the end of the Agenda for additional information)

1. **Call to Order/Roll Call**

2. **Invocation:**

   A) Led by Councilman Jorge Santin

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

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

6. **Open Forum:** Persons wishing to speak on items of general City business, may do so in person (subject to capacity restrictions) or virtually by following the instructions at the back of this agenda. This portion of the meeting also includes any pre-screened video submittals. 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) November 10, 2025 – Local Planning Agency Meeting

B) November 10, 2025 - Regular Meeting

8. Reports from Boards & Commissions

9. Public Hearings

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

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

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

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

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

F) **Ordinance - First Reading** - An Ordinance Of The City Council Of The City Of Miami Springs, Florida, [Approving / Approving With Conditions / Denying] A Zoning Map Amendment To Rezone Approximately ±6.86 Net Acres Of Property Located At 201 Curtiss Parkway And Associated Parcels, From R-3c Multiple Family Residential,

Medium Density, And R-1b Single-Family Residential, To O-1 Professional Office District, As Legally Described In Exhibit “A” Attached Hereto; Providing For Findings; Providing For Recording; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

10. Consent Agenda

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

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

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

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

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

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

Date.

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

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

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

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

11. Previous/Unfinished Business

12. New Business

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

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

13. Other Business

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, December 8, 2025 at 7:00 PM
Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
(Physical Meeting Location)
The meeting agenda is available online at: https://www.miamisprings-fl.gov/meetings

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

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

WATCH AND/OR PARTICIPATE IN THE MEETING

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

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152
(Alternatively, you may also dial the phone numbers below to join the meeting: 1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782, 1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #. There is no participant ID. Press # again.**

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

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

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

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

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

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the

Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

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

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?
Write: cityclerk@miamisprings-fl.gov
Call: 305-805-5006
Mail: 201 Westward Drive, Miami Springs, FL 33166

City of Miami Springs, Florida

The Miami Springs **City Council** met in regular session on Monday, November 10, 2025 and during the meeting sat as the **Local Planning Agency.** The meetings were held in the Community Center, 1401 Westward Drive, 2nd Floor, , beginning at 6:30 p.m.

1. Call to Order/Roll Call

The following were present:
Mayor Walter Fajet, Ed. D.
Vice Mayor Joseph Dion
Councilman Jorge Santin
Councilman Orlando Lamas
Councilman Fabian Perez-Crespo

Also Present:
City Manager JC Jimenez
Assistant City Manager Tammy Romero
City Clerk Erika Gonzalez-Santamaria
City Attorney Haydee Sera
City Planner Silvia Vargas

2. Pledge of Allegiance

3. Public Hearing Item:

A) An Ordinance Of The City Of Miami Springs, Florida, [Approving/Approving With Conditions/Denying] A Small-Scale Amendment To The City's Future Land Use Map (FLUM) Designation For The Properties Generally Located At 201 Curtiss Parkway (Designated Property Folio Nos. 05-3119-010-0620 And 05-3119-010-0680) From "Single Family Residential" To "Medical/Residential"; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the item by title for the record. The Mayor opened the public hearing.

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

3. Adjourn.

There being no further business to be discussed the Local Planning Agency meeting was adjourned at 7:05 p.m.

_____
Dr. Walter Fajet
Mayor

ATTEST:

_____
Erika Gonzalez-Santamaria, MMC
City Clerk

Approved: December 8, 2025

City of Miami Springs, Florida

City Council Meeting
Regular Meeting Minutes
Monday, November 10, 2025 at 7:00 p.m.
Community Center, 1401 Westward Drive, 2nd Floor, Miami Springs, Florida
In-Person/Virtual Council Meeting

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

Present were the following:
Mayor Walter Fajet, Ed.D.
Vice Mayor Joseph Dion
Councilman Jorge Santin
Councilman Fabian Perez-Crespo
Councilman Orlando Lamas

City Manager JC Jimenez
City Clerk Erika Gonzalez, MMC
City Attorney Haydee Sera
Assistant City Manager Tammy Romero
Police Chief Matthew Castillo
Public Works Director Juan Pena
City Planner Silvia Vargas

2. Invocation: Offered by Councilman Fabian Perez-Crespo

3. Pledge of Allegiance: The audience led in the pledge.

4. Agenda / Order of Business:

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

5. Awards & Presentations:

A) Presentation of Pioneer Awards to the following residents: Charles D. Emerson, Deborah Piquette, Monica B. Thompson, and Thomas L. Odem III

Mayor Walter Fajet introduced the presentation of Pioneer Awards to three residents. He explained that the City of Miami Springs awards the Pioneer designation to individuals who have resided in the community for 50 or more years. Recipients submit an

application and are recognized for their longevity, contributions, and the historical perspective they provide to the community. Mayor Fajet invited the following residents to the podium for recognition: Monica B. Thompson, Carl David Emerson, Deborah Piquette. The Mayor shared highlights from each recipient's Pioneer application. Mr. Emerson began residing in Miami Springs in 1951 and recalled a time when Hammond Drive dead-ended at Oriole Avenue and Springview Elementary consisted of portable classrooms. Ms. Thompson reflected on her involvement delivering Bibles to Fairhaven residents through a church group and remembered the older home heating systems once common in the City. Ms. Piquette recalled fond memories of the community Fourth of July parade, including decorating bicycles and baton twirling as a child. Mayor Fajet thanked all three residents for their long-term contributions, noting they have witnessed many changes in Miami Springs and continue to provide invaluable wisdom and perspective to the community.

B) Presentation of Employee Service Award to Chief Matt Castillo for 15 Years of service to Miami Springs

City Manager JC Jimenez introduced Agenda Item 5B, recognizing Police Chief Matt Castillo for fifteen (15) years of service to the City of Miami Springs. He highlighted Chief Castillo's career path from part-time Public Service Aide to full-time PSA, police officer, sergeant, lieutenant, and ultimately Police Chief. Mayor Walter Fajet invited Chief Castillo forward and welcomed Miami-Dade County Commissioner Natalie Milian Orbis, who presented a certificate on behalf of Miami-Dade County. Commissioner Milian Orbis congratulated Chief Castillo, acknowledged his roots in Miami Springs, and commended his continued service to the community. She noted the sacrifices made by law enforcement officers and referenced the recent tragic death of Deputy Devin Jaramillo, emphasizing the importance of public safety. Chief Castillo thanked the City Council, the City Manager, the City Clerk, the City Attorney's Office, and the members of the Miami Springs Police Department for their support. He expressed gratitude to his family and reiterated his commitment to serving his hometown with honor. Mayor Fajet thanked Chief Castillo for his dedication and leadership and stated that the community is proud to have him as Police Chief.

6. Open Forum: The following members of the public addressed the City Council: Artie Vizcaino, 1238 Meadowlark Avenue.

7. Approval of Council Minutes:

A) October 27, 2025 – Regular Council Meeting

Vice Mayor Dion moved to approve the minutes October 27, 2025. Councilman Perez-Crespo seconded the motion, which carried 5-0 on voice vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

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

9. Public Hearings:

A) Ordinance - Second Reading - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 96, "Streets And Sidewalks" Of The City's Code Of Ordinances By Amending Article V, "Rights-Of-Way Work Requirements," Relating To Rights-Of-Way Permit Conditions Requiring Off-Duty Police Services And Other Safety Measures; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

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

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

B) Ordinance - First Reading - An Ordinance Of The City Of Miami Springs, Florida, [Approving/Approving With Conditions/Denying] A Small-Scale Amendment To The City's Future Land Use Map (Flum) Designation For The Properties Generally Located At 201 Curtiss Parkway (Designated Property Folio Nos. 05-3119-010-0620 And 05-3119-010-0680) From "Single Family Residential" To "Medical/Residential"; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title.

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

C) Ordinance - First Reading - An Ordinance Of The City Of Miami Springs, Florida, Amending The City's Code Of Ordinance By Creating Section 150-180 "Certified Recovery Residences," To Establish Review And Approval Procedures For Certified Recovery Residences; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title.

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

D) Ordinance - First Reading - An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 93, "Waste Removal And Property Maintenance," Of The City's Code Of

Ordinances By Amending Section 93-12, “Non-Exclusive Waste Removal Franchise For Private Waste Haulers,” Relating To Franchise Fees, Late Charges, And Interest Charges; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date.

City Clerk Erika Gonzalez read the Ordinance by title.

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

10. Consent Agenda:

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving And Adopting An Amended Fee Schedule; 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 Police Uniforms From Lou’s Police Distributors, Inc. In An Amount Not To Exceed $25,000; Providing For A Waiver Of Competitive Bidding; 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, Authorizing The City Manager To Negotiate And Execute An Agreement With Mark43, Inc. For A Cloud-Based Computer-Aided Dispatch (Cad) System, Records Management System (Rms), And Related Software Services In An Amount Not To Exceed $583,423 Over A Five-Year Term; Providing For A Waiver Of Competitive Bidding; Providing For Implementation; 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 Hydraulic Parts From Petersen Industries, Inc. For The City’s Cranes For Fiscal Year 2025-26 In An Amount Not To Exceed $30,000; Providing For Authorization; And Providing For An Effective Date.

E) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Community Oriented Policing Services (Cops) Grant In The Amount Of $250,000; Approving A Grant Agreement With The United States Department Of Justice (Doj) Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

F) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A 287(G) Service Agreement With The United States Department Of Homeland Security Immigration And Customs Enforcement (ICE) Agency; Providing For Implementation; And Providing For An Effective Date.

G) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Two 2026 Dodge Durango Vehicles From Enterprise Fleet Management, Inc. In An Amount Not To Exceed $113,712; Providing For A Waiver Of Competitive Bidding; Providing For Authorization; And Providing For An Effective Date.

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

11. Old Business: None at this time.

12. New Business:

A) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Local Law Enforcement Immigration Grant In The Amount Of $67,486.24; Approving A Grant Agreement With The State Board Of Immigration Enforcement Relating To The Same; Providing For Authorization; And Providing For An Effective Date.

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

B) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing The City's 2026 Legislative Priorities And State Appropriation Requests; And Providing For An Effective Date.

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

C) Resolution - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Ratifying A Fiscal Sponsorship Agreement With Curtiss Mansion, Inc. For Fiscal Sponsorship Services Relating To The Miami Springs Centennial Celebration; Providing For Implementation; And Providing For An Effective Date.

Vice Mayor Dion moved to approve the Resolution as amended to correct the title of the Resolution as authorizing the City Manager to negotiate and execute the agreement and not ratifying an agreement. Councilman Lamas seconded the motion, which carried 5-0 on a roll call vote. The vote was as follows: Vice Mayor Dion, Councilman Santin, Councilman Lamas, Councilman Perez-Crespo and Mayor Fajet voting Yes.

13. Other Business: None at this time.

14. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager JC Jimenez provided an update on the Oakwood/Forest pump station. He reported that the system is powered and currently undergoing testing. He noted that AT&T incurred damage to their fiber lines during installation, which required trenching through newly paved asphalt. AT&T will be required to properly restore the asphalt with hot mix in accordance with City standards. The City Manager further clarified that an additional stormwater improvement project on Forest Drive is currently in design and will continue broader stormwater efforts within the area. City Manager Jimenez also updated the Commission on continued negotiations with Florida Power and Light (FPL) regarding an agreement. He stated that provisions are being reviewed to ensure consistency with existing franchise agreements and to avoid conflicts.

C) City Clerk

City Clerk Erika Gonzalez reported that the City is awaiting a confirmed date from the Mazzone family to proceed with the upcoming street dedication. She stated that the ribbon cutting for the short game project, coordinated with Golf Director Kevin Morris, is tentatively planned for November 20 and additional details will follow. The City Clerk also noted that the Passport Services Facility is approaching its one-year anniversary, and a ribbon cutting is planned for December to commemorate the milestone. She emphasized that the passport office at 274 Westward Drive is open and actively processing applications. Ms. Gonzalez concluded by reminding the Council that the next regular meeting will take place on December 8, and that this would be the only Council meeting in November.

D) City Council

Councilman Fabian Perez-Crespo congratulated Chief Castillo on his fifteen years of service. He reminded residents, particularly dog owners, to properly dispose of pet waste on both public and private property, noting ongoing concerns in the community. He also reminded the public that the speed limit in the Westward Drive business district is 25 miles per hour, emphasizing that speeding poses a safety risk, particularly as he frequently observes vehicles traveling at excessive speeds. Councilman Perez-Crespo announced that a local resident will host the Mad Decks Card Show on Sunday, November 16, from 10:00 a.m. to 5:00 p.m. in the Community Center gym. He encouraged residents to attend the free event, which features trading cards, sports memorabilia, and collectibles, and noted that events like this help promote community engagement and

bring visitors to the City's facilities. He concluded by wishing the Council, City administration, and the audience a Happy Thanksgiving.

Councilman Lamas thanked Chief Castillo for his fifteen years of dedicated service to the City and expressed appreciation for the Chief's passion and commitment to the community. He reminded residents about the upcoming Turkey Swim on Saturday, November 15, noting it would be an enjoyable event. Councilman Lamas concluded by wishing everyone a Happy Thanksgiving.

Vice Mayor Dion thanked the production group and recognized the Pelican Playhouse, noting that his daughter is part of the program and that a holiday performance is scheduled for December 7. He congratulated Chief Castillo on his service, stating that working with him has been an honor, and offered condolences to the community for a recent loss. He acknowledged the 250th anniversary of the U.S. Marine Corps, thanking all veterans and inviting residents to the Veterans Day ceremony on November 11 at 9:00 a.m. Vice Mayor Dion concluded by mentioning a turkey giveaway sponsored by Commissioner Milian-Orbis on November 21 at Alpha and Omega and encouraged families in need to attend.

Councilman Santin congratulated Chief Castillo, stating that he is a deserving leader and an excellent choice for the position. He thanked everyone who attended the recent motorcycle event, noting that the goal was to attract visitors from outside the community and that the feedback was overwhelmingly positive. Councilman Santin remarked on the favorable weather and credited the strong turnout and success of the event to community participation and the support of the Police Department. He concluded by wishing everyone a Happy Thanksgiving.

Mayor Fajet wished everyone a happy Thanksgiving and noted that many community events are scheduled during this time of year. He encouraged residents to participate and specifically invited the community to attend the Veterans Day ceremony at the War Memorial at 9:00 a.m. the following day.

15. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:12 p.m.

Respectfully submitted:

_____
Erika Gonzalez, MMC
City Clerk

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

_____
Dr. Walter Fajet, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEECING 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.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCE BY CREATING SECTION 150-180 "CERTIFIED RECOVERY RESIDENCES," TO ESTABLISH REVIEW AND APPROVAL PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Council of the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, the City is committed to ensuring compliance with federal civil rights laws, including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the American with Disabilities Act, 42 U.S.C. ss. 12131 et seq.; and

WHEREAS, in the early 1970s, the federal government enacted laws for states to develop a continuum of care for individuals and families affected by substance abuse; and

WHEREAS, in response to the federal laws, the Florida Legislature enacted Chapters 396 and 397, F.S., relating to alcohol and drug abuse, respectively; and

WHEREAS, in 1993, the Florida Legislature adopted legislation combining Chapter 396 and 397 of the Florida Statutes into a single law, the "Hal S. Marchman Alcohol and Other Drug Services Act" (the "Marchman Act"), which encourages individuals to seek services on a voluntary basis within the existing financial and space capacities of a service provider; and

WHEREAS, the Department of Children and Families (DCF) is responsible for administering substance abuse and mental health prevention, treatment, and recovery statewide consistent with the Marchman Act; and

WHEREAS, in 2025, the Florida Legislature adopted SB 954, which was signed into law (Chapter 2025-182, Laws of Florida), and which requires local governments to formalize and streamline the review and approval process for applicants seeking

reasonable accommodation from local land use regulations to establish a "certified recovery residence"; and

WHEREAS, the City desires to amend Chapter 150 of the City Code to ensure consistency with the "certified recovery residences" requirements in Section 397.487(15), Florida Statutes; and

WHEREAS, on _____, 2025, at a duly noticed public hearing in accordance with law, the City Council, sitting as the Local Planning Agency reviewed and recommended [approval/approval with modifications/rejection] of the proposed Ordinance; and

WHEREAS, after conducting a public hearing and reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations are in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by creating Section 150-180, which said section shall read as follows: *See* Exhibit A attached hereto and incorporated herein.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted ~~double strikethrough~~ and double underline.

accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
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

Exhibit A

Title XV – LAND USAGE
* * *
Chapter 150 – Zoning Code
* * *
Article XVII. –CERTIFIED RECOVERY RESIDENCES

Section 150-180. Certified Recovery Residences

This Section establishes procedures to formalize and streamline the review and approval process for applicants requesting reasonable accommodation from the City's land use, zoning, and development regulations, and related policies, practices, and procedures to open a certified recovery residence. The City shall process requests for the establishment of certified recovery residences in accordance with the provisions of this Section and make the appropriate determination(s) consistent with applicable federal and state laws including, but not limited to, the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.), and Section 397.487(15)(a), Florida Statutes (collectively, the "Applicable Laws").

(1) *Definitions.*[2] As used in this Section, the following words and phrases shall have the following meanings:

"Certified recovery residence" under this Section means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

(a) A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.

(b) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.

(c) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support

[2] Refer to sec. 397.311, Florida Statutes for a list of terms and definitions associated with the state substance abuse law.

services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.

(d) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

"Certified recovery residence administrator" under this Section means a recovery residence administrator who holds a valid certificate of compliance.

"Community Housing" under this Section means a certified recovery residence offered, referred to, or provided by a licensed service provider that provides housing to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. A certified recovery residence used by a licensed service provider that meets the definition of community housing shall be classified as a Level IV level of support, as described in Section 397.311(5), Florida Statutes.

"Department" under this Section means the City of Miami Springs Planning and Zoning Department.

"Department Director" means the City of Miami Springs Planning and Zoning Director.

"License service provider" under this Section means a public agency, a private for-profit or not-for profit agency, a physician or any other private practitioner licensed under Chapter 397 of the Florida Statutes, or a hospital that offers substance abuse services through one or more licensed service components.

"Recovery residence" under this Section means a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written electronic, or printed means by any person or entity as a residence that provides a peer-supported, alcohol-free living environment.

(2) *Procedure for Processing a Certified Recovery Residence Request.*

a. *Application.* A request by an applicant for establishing a certified recovery residence under this Section shall be submitted in writing to the Department on an application form approved by the City. This form will be maintained by the Department, as amended from time to time. The application shall contain such questions and requests for information as necessary for processing the certified recovery residence application request, including the following:

1. Name and contact information of the applicant or the applicant's authorized representative;

2. Property address, parcel identification number, description of the property, and a survey of the property;

3. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;

4. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications;

5. Description of the accommodation requested and the specific regulation or policy from which relief is sought; and

6. Confirm the general location of off-street parking.

b. *Assistance.* The City will provide reasonable assistance to ensure that the process is accessible and that the applicant's request is documented on the form provided by the City. The applicant's request for assistance or meeting shall be made in writing to the Department to ensure that resources and staff are available to guide the applicant through the review and approval process.

c. *Fees.* No fees or costs may be imposed for applications submitted under this section or an appeal of a decision on such application to the City council.

d. *Application completeness and accuracy*. The City shall date-stamp each certified recovery residence application upon receipt. Within five (5) calendar days after receiving such an application, the Department shall confirm receipt of the application using the contact information provided by the applicant. An application will be considered complete by the Department if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

(3) *Decision Process.*

a. *Review*. The City must notify the applicant in writing within the first 30 calendar days after receipt of an application, whether additional information is required, and allow the applicant at least thirty (30) calendar days to respond.

b. *Request for Additional Information.*

1. If necessary, within the first 30 calendar days after receipt of the application, the Department Director may request additional information from the applicant, specifying in sufficient detail what information is required. The applicant shall have at least 30 calendar days after the date the information is requested to respond.

2. If the applicant fails to respond to the request for additional information, the Department Director shall deny the request for relief upon the basis that it has been deemed abandoned and/or withdrawn. No further action by the City concerning said relief request shall be required.

c. *Written Decision*.

1. Within sixty (60) calendar days after receipt of a completed application, the Department must issue a final written determination on such application. The determination must:
    i. Approve the request in whole or in part, with or without conditions; or
    ii. Deny the request, stating with specificity the objective, evidence-based reasons for denial, and identifying any deficiencies or actions necessary for reconsideration.
2. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(4) *Criteria.* The City shall apply the following criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:

a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
c. Whether the requested accommodation would impose an undue financial or administrative burden on the City.
d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.
e. If applicable, whether alternative reasonable accommodations could provide an equivalent level of benefit.

f. Any other relevant criteria under applicable laws.
g. That applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.
h. That the licensed service provider must have a paid certified employee on call during the time when individuals are at a community housing location, if applicable;
i. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents under pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider electing to manage up to 150 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and an onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10, for a Level IV certified recovery residence;
j. That the certified recovery residence operating as Community Housing, which residence is actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Stautes and is wholly owned or controlled by a licensed service provider electing to manage up to 300 residents, shall maintain a service provider personnel-to-patient ratio of 1 to 8 and maintain onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

(5) *Appeal.* An applicant aggrieved by a decision of the department director under this section may appeal the decision to the City Council notwithstanding any other provisions of the City Code.

a. *Exhaustion required.* A request for relief under this section shall be required prior to any person filing a lawsuit based upon Applicable Laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the City.

b. *Effect while pending.* While an application for relief or appeal of a decision of same is pending before the City, the City will not enforce the subject code, rules, policies, and procedures, except the City may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

(6) *Public hearing.* The Department may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(7) *Revocation.* The Department may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within 180 calendar days.

(8) *Compliance*. The establishment of a reasonable accommodation process does not relieve the City from its obligations under the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.). The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(9) *Declarations.* The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to Chapter 718; any cooperative document adopted pursuant to Chapter 719; or any declaration or declaration of covenant adopted pursuant to Chapter 720.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING CHAPTER 93, "WASTE REMOVAL AND PROPERTY MAINTENANCE," OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 93-12, "NON-EXCLUSIVE WASTE REMOVAL FRANCHISE FOR PRIVATE WASTE HAULERS," RELATING TO FRANCHISE FEES, LATE CHARGES, AND INTEREST CHARGES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provides municipalities with the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, the City Council of the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, Section 93-12, "Non-Exclusive Waste Removal Franchise for Private Waste Haulers," of Chapter 93, "Waste Removal and Property Maintenance," provides for the imposition of non-exclusive franchise fees on private waste haulers operating under a non-exclusive franchise and late charges and interest charges against private waste haulers that fail to timely make the non-exclusive franchise fee payment; and

WHEREAS, the Code provides that the non-exclusive franchise fee can only be amended during the budgetary review process and establishes set late charges and interest charges; and

WHEREAS, the City Council desires to amend Section 93-12 of the City Code in order to provide that such non-exclusive franchise fee payments, late charges, and interest charges shall be established by resolution of the City Council in the City's Schedule of Fees; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:[1]

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with yellow highlighted ~~double strikethrough~~ and double underline.

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by amending Section 93-12, which said section shall read as follows: *See* Exhibit A attached hereto and incorporated herein.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
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

Exhibit A

Section 93-12. Non-exclusive waste removal franchise for private waste haulers.

* * *

(B) *Definitions.* The definitions contained within § 93-01 are specifically incorporated herein in addition to the following:

Monthly gross receipts shall be defined as the entire amount of fees collected by the permit holder, exclusive of state sales tax, from all accounts located within the City during any monthly period.

Non-exclusive franchise. The authority granted to a private waste hauler by City regulatory permit, on an annual basis, to collect and remove waste from commercial and multifamily residential premises in the City.

Non-exclusive franchise fee. The monthly fee to be paid to the City by each private waste hauler granted a non-exclusive franchise by City regulatory permit.

Private waste hauler. Any person, firm, corporation, or other properly organized and recognized business entity that is properly licensed by ~~Metropolitan~~ Miami-Dade County and the City to collect, remove and haul solid waste within the county and the City.

(C) *Establishment of non-exclusive franchise.* The City hereby authorizes the granting of non-exclusive franchises to private waste haulers for the collection and removal of waste from commercial and multifamily residential premises in the City.

(1) *Regulatory permit.* No person, firm, corporation or other properly organized and recognized business entity shall engage in the collection and removal of waste from any commercial or multifamily residential property in the City without first having secured a regulatory permit for such work from the City.

(2) *Conditions for securing permit.* No firm, corporation, or other property and business entity is eligible to apply for a franchise regulatory permit unless it is properly licensed by ~~Metropolitan~~ Miami-Dade County and the City.

(3) The securing of a regulatory permit shall be in addition to any other requirement to obtain any other requirement to obtain any required occupational license.

* * *

(E) *Non-exclusive franchise fee.* Upon being granted a franchise regulatory permit, each private waste hauler shall be required to remit to the City a non-exclusive franchise fee in accordance with the following:

(1) Each permit holder shall pay the City a non-exclusive franchise fee ~~of seven and one-half percent of~~ at a rate established by resolution of the City Council in the

City's schedule of fees, which franchise fee shall be based on the total monthly gross receipts collected during any monthly period.

~~(2) The term *monthly gross receipts* shall be defined as the entire amount of fees collected by the permit holder, exclusive of state sales tax, from all accounts located within the City during any monthly period.~~

(~~3~~ 2) Each permit holder shall, on or before the last day of each month, deliver to the City finance department a true and correct statement of the monthly gross receipts collected during the previous month from its accounts within the City.

(4 3) Each permit holder shall make all non-exclusive franchise fee payments to the City on a monthly basis. The payments shall be directed to the City finance department and shall be received no later than the fifth day of the month following the month for which the monthly gross receipts were collected.

(~~5~~ 4) If the prior month's non-exclusive franchise fee payment is not timely received, the City may impose a late charge ~~of $100.00~~ established by resolution of the City Council in the City's schedule of fees against the permit holder unless the City, in its sole discretion, receives a satisfactory explanation for the delay in making the required payment.

(~~6~~ 5) Each permit holder shall, on or before 30 days following the close of each fiscal year, deliver to the City finance department, a statement of its annual gross receipts generated from accounts within the City, prepared by an independent certified public accountant, reflecting gross receipts received from accounts located within the City for the preceding fiscal year.

(~~7~~ 6) Each permit holder will allow City auditors, during regular business hours after reasonable notice, to audit, inspect and examine the permit holder's fiscal books and records and tax returns, insofar as they relate to City accounts, to confirm compliance with this section.

(~~8~~ 7) In the event any permit holder fails to pay the full non-exclusive franchise fee percentage of the permit holder's total monthly gross receipts, the overdue portion of the fee shall bear interest ~~at the rate of one percent per month~~ on the outstanding balance until paid at a monthly rate established by resolution of the City Council in the City's schedule of fees, and additionally, the permit holder shall have to pay all expenses of collection, including court costs and reasonable attorney's fees.

(~~9~~ 8) In addition to the foregoing, no permit holder shall be permitted to renew its City occupational license unless all non-exclusive franchise fees due under its regulatory permit have been fully paid prior to the time of license renewal.

* * *

~~(J) *Authority to change non-exclusive franchise fee.* The City shall have the authority to increase or decrease the non-exclusive franchise fee amount specified in Section (E) of this section, by City resolution, during the City budgetary review process conducted annually.~~

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Silvia Vargas, City Planner

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

Recommendation:

Discussion/Analysis:
On November 17, 2025, after reviewing City Staff's recommendations, the Applicant's testimony, and public comments, the Board of Adjustment voted to recommend that the City Council approve the Applicant's variance request, subject to the conditions recommended by Staff.

Note: Attachment 1 is deliberately not included but is on file and available upon request from the City Clerk's office.

Funding:

City of Miami Springs
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO	Board of Adjustment / City Council
FROM	Josh Nogareda, Senior Planner Silvia Vargas, FAICP, Principal Planner Calvin, Giordano & Associates, Inc. Planning Consultant
CC:	City Manager, City Attorney
DATE OF HEARING(S)	November 17, 2025
SUBJECT	Variance for Front and Rear Yard Setback Reduction

Case Number(s)	03-V-25
Applicant(s)	Loretta S. Dunn ("Applicant")
Property Owner	Betty L. Dunn Trust
Address	1101 Quail Ave And 1121 Quail Ave ("Property")
Folio Number(s)	05-3013-037-0070 05-3013-037-0080
Zoning	R-1B Single Family Residential
Lot Size	+/- 20,206 sq. ft.

Background

Ownership

The subject properties at 1101 and 1121 Quail Avenue are currently held in a trust for which the Applicant serves as one of three trustees. Staff have received documentation describing the terms of the trust. Staff recommend that additional documentation confirming transfer of ownership to the Applicant be submitted and approved prior to issuance of any building permits to ensure proper legal standing and compliance with the variance conditions.

Property

The subject property consists of two abutting single-family parcels located proposed to be unified by Unity of Title to create a single building site. The corner parcel at 1101

Quail Avenue has approximately 80 feet of frontage on Quail Avenue and approximately 126 feet along Hammond Drive, with an existing residence situated about 15.2 feet from Hammond Drive. The interior parcel at 1121 Quail Avenue has approximately 77 feet of frontage on Quail Avenue and a depth of approximately 126 feet, with an existing residence located about 9.5 feet from the west property line. Sec. 150-002 (definitions) designates the "front" of a corner lot as the narrowest street frontage; therefore, upon unification, Hammond Drive becomes the front yard for the unified site, and the west property line becomes the rear. The R-1B district standards in Sec. 150-042 require a 30-foot front setback on Hammond Drive and a 25-foot rear setback along the west line.

Variance Context

The plans depict a project involving the near-full demolition of the existing buildings, except for one wall along Hammond Drive that will be kept and incorporated into a new structure built on the combined site

The proposed new building's placement on the lot, therefore, will not meet the standard setback requirement, being closer to the new front and rear property lines than allowed. Specifically, the front of the building will be 15 feet from Hammond Drive, and the rear (west) will be 7.5 feet from the west property line. Therefore, two setback variances from the requirements of Sec. 150-042 are required to allow construction to occur as proposed:

1. A reduction of the front yard setback to 15 feet, where 30 feet are required; and
2. A reduction in the rear yard setback to 7.5 feet, where 25 feet are required.

The survey shows the former west setback at approximately 9.5 feet; the plan moves new construction closer at 7.5 feet. Because the project is essentially a new structure on a unified lot, a code-compliant configuration is reasonably achievable within the prescribed yards.

Accessory Structure Status After Unification

A detached cabana exists along the alley side of the property. With unification, the alley yard will function as a side yard. Under Sec. 150-042(A)(2)(b), the minimum side yard equals ten percent of lot width; with an approximate width of 126 feet, the minimum side yard is at least 12 feet. The cabana sits about 5.5 feet from the line and will become an existing legal nonconforming structure. Any alteration, enlargement, relocation, or reconstruction of that cabana requires separate variance approval. Further, Sec. 150-002(C)(1) defines an "accessory building" as a subordinate building in a rear yard. The unified configuration leaves only about 7.5 feet of legal rear-yard depth between the proposed principal structure and the west property line; additional detached accessory structures cannot be accommodated in compliance and would require separate variance relief.











Source: Miami Dade County Property Appraiser
Note: Boundaries shown are approximate and do not reflect surveyed property lines.

Summary of Request

The Applicant seeks approval for two (2) setback variances, as follows:

Variance 1	
Request	A reduction of the required front yard setback from 30 feet to 15 feet.
Existing Condition	The existing residence at 1101 Quail Avenue, portions of which the Applicant seeks to maintain, is set back approximately 15 feet from Hammond Drive, which currently functions as its street side setback.
Required Condition	Per Sec. 150-042(D), the required front setback is 30 feet. Following unification of the lots, Hammond Drive becomes the designated "front," thereby triggering the need for this variance.
Proposed Condition	The unified lot would establish a 15-foot front yard setback along Hammond Drive.

Variance 2	
Request	A reduction of the required rear setback from 25 feet to 7.5 feet.
Existing Conditions	The existing residence at 1121 Quail Avenue is located approximately 7.5 feet from the west property line, which currently functions as a side setback.
Required Conditions	Per Sec. 150-042(F), the required rear setback is 25 feet. Following unification of the lots, the west property line becomes the "rear," triggering the need for this variance.
Proposed Conditions	The unified lot would establish a 7.5-foot separation of the structure from the west (rear) property line.

Applicant's Rationale

According to the application materials, the request for the front setback variance is tied to retaining a single "commemorative" wall along Hammond Drive and aligning the new principal structure approximately 15 feet from that frontage.

Per the plans submitted with the application, the rear setback variance request does not involve preservation of any existing west-side construction. The plans show new construction along the west property line at 7.5 feet, even though the existing house at 1121 Quail Avenue stands at approximately 9.5 feet from that property line. Following unification of the two lots, this west line would become the "rear" of the new lot, requiring a 25-foot rear yard setback.

Analysis

The property is zoned R-1B Single Family Residential, which is regulated in Sec. 150-042 of the City Code. The following analysis summarizes conditions of compliance for the existing and proposed development.

Relevant Zoning Standard	Required / Permitted	Existing	Proposed
Lot Coverage (Max)	40%	20%	39.5%
Rear Yard Coverage (Max)	15%	7%	0%
Landscaped Pervious Area (Min)	30%	Estimated by staff(% not provided) +/- 40%	37%
Front Setback (Min)	30 ft	35 ft (South)	**15 ft (East)** *Variance requested*
Side Setback (Min)	10% of avg. lot width (7.5 ft) or min 5 ft	Interior: 9.5 ft Street: 15.2 ft	Interior: 25 ft. Street: 22 ft.
Rear Setback (Min)	25 ft (principal) 5 ft (accessory)	46 ft (North)	**7.5 ft (West)** *Variance requested*

Variance Criteria

The City of Miami Springs' Zoning Code provides property owners with the ability to request a variance from certain types of dimensional requirements when practical difficulties may create unnecessary hardships in the process of implementing the strict letter of Chapter 150 of the Code. Pursuant to Section 150-111, the following criteria shall be considered in the evaluation of a variance request. In its determination of what shall constitute such hardship, the Board shall not be bound by financial considerations affecting the Applicant.

Criterion No. 1. The granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the chapter will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done.

Applicant Justification:

"As the intention of requesting this variance is to keep the existing line of façade between the proposed residence and the existing residences located on both streets (Quail Ave. and Hammond Dr) by keeping the original setbacks; and as the proposed residence is not encroaching on the required and existing Street and Interior sides setbacks and with the intention of keeping the same setback from

Quail Ave like the adjacent properties, we are requesting a reduction in the now front yard setback from 30 feet to 15 feet, and in the now rear setback from 25 feet to 7.5 feet. Another reason for requesting a shorter front setback arises from a desire of the current Owner to keep one of the existing perimeter walls of the existing residence due to personal and sentimental reasons as the beforementioned wall belongs to the existing Master Bedroom of the Owner's late mother (Betty Louise Dunn), who was an long term and outstanding resident and whose contributions to the city of Miami Springs are well known by her neighbors and fellow citizens. Also, by keeping a wall of the existing structure, the city would pay tribute to one of its most recognizable citizens. Therefore, the granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the chapter will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done."

Staff Analysis:

Staff recognize the Applicant's stated desire to align with neighboring residences and to preserve a wall of sentimental value. However, aesthetic alignment and personal circumstances do not constitute a site-based hardship, nor do these circumstances *result* in an unnecessary hardship. The proposed structure is substantially new construction that could, on a site which will be double the area of the existing individual lots, easily be designed to comply with the required setbacks. Therefore, while the variance may not be contrary to the public interest, the criterion is not satisfied because no special conditions unique to the property have been demonstrated.

Determination: **Not met.**

Criterion No. 2. The variance shall not constitute any change in the districts shown on the zoning map.

Applicant Justification:

"As the use and zoning district (Residential R-1-B) of the proposed building remains the same, the granting of the requested variance will not constitute a change in the districts shown on the current approved zoning map."

Staff Analysis:

Upon unification of the parcels, Hammond Drive becomes the required front yard, and the west property line becomes the rear yard under Sec. 150-002. These conditions apply to all properties in the R-1-B district. The requested relief therefore represents noncompliance with district standards that otherwise apply uniformly. However, the variance does not alter the zoning district boundaries or permitted use.

Determination: **Met.**

Criterion No. 3. The variance shall not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire.

Applicant Justification:

"As the proposed residence meets the existing minimum setbacks from the property lines, meets the maximum building height established by the current zoning code, and it is proposed to be built with non-flammable materials, the granting of the requested dimensional variance will not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire."

Staff Analysis:

Staff note that the proposed setbacks are substantially similar to the existing conditions and are unlikely to impair light and air or increase fire risk. However, the proposed new structure moves closer to the west property line than the previous condition (7.5 feet proposed vs. 9.5 feet existing). Although this remains a separation greater than some side-yard minimums, the reduction diminishes the margin intended by the zoning code.

Determination: **Met.**

Criterion No. 4. The variance shall not materially diminish or impair established property values within the surrounding area.

Applicant Justification:

"As the proposed residence has been designed with a contemporary architectural style using high quality materials and finishes, the granting of the requested variance will not materially diminish or impair established property values within the surrounding area."

Staff Analysis:

Staff do not find evidence that the proposal would diminish property values. The new residence, as designed, appears consistent with neighborhood character.

Determination: **Met.**

Criterion No. 5. The variance shall not in any other respect impair the public health, safety, morals, and general welfare of the City.

Applicant Justification:

"As the design and specifications of the proposed residence meets the standards of the current local, state and federal applicable codes, the granting of the variance will not in any other respect impair the public health, safety, morals, and general welfare of the City of Miami Springs."

Staff Analysis:

Staff concur. Compliance with building and safety codes is mandatory regardless of variance approval.

Determination: **Met.**

Recommendation

Staff recommend DENIAL of the request. While the request meets four of the five criteria outlined in Section 150-111, it does not rise to the level of a property hardship. Although the Applicant's perspective is appreciated, the justification provided is based primarily on sentimental considerations and design preference rather than on unique physical conditions of the site. Given that the proposal represents essentially new construction, the residence could reasonably be designed to comply with the required 30-foot front and 25-foot rear setbacks.

Further, the Applicant has not shown that strictly applying the setback requirements would prevent reasonable use of the property.

Should the Board of Adjustment determine to recommend approval of the variance request to the City Council, Staff advise that the following conditions be included in the approval resolution:

1. Prior to the issuance of any building permits:
    a. Documentation confirming transfer of ownership to the Applicant shall be submitted to and approved by the City Attorney. Failure to meet this condition shall render the variance null and void, and no building permits shall be issued unless compliance is achieved.
    b. The two properties subject of this application shall be unified under a recorded Unity of Title, in a form acceptable to the City Attorney, to ensure that the parcels function as a single lot for purposes of development and compliance with the approved variances.
    c. The unified site shall be developed in substantial conformance with the plans and the boundary survey submitted with the application. Any material deviation shall require additional City review and approval.
2. The reduced front setback from 30 feet to 15 feet and the reduced rear setback from 25 feet to 7.5 feet shall apply solely to the principal structure as depicted on the variance plans submitted with this application. This approval shall not be transferable to any future construction, modification, or expansion within the required setback areas.
3. The existing detached cabana structure located approximately 5.5 feet from the west property line shall be recognized as a legal nonconforming structure. Any

future alteration, enlargement, or replacement of this structure shall require separate variance approval.

4. Any future detached accessory structure shall be subject to the provisions of Sec. 150-002 and limited to placement within the legally designated rear yard. Given the minimal rear yard depth created by unification of the lots, feasibility of new detached accessory structures may be constrained, and any such proposal would require review and, if necessary, variance approval.
5. Except for the approved setback reductions, the project shall comply with all other applicable requirements of the R-1B Single-Family Residential District, including but not limited to maximum lot coverage, pervious area, height, and side setbacks.
6. The variance approval shall expire one (1) year from the date of final City Council action if a building permit has not been obtained and construction commenced. Upon showing of unusual circumstances, the City Council may grant one six-month extension.
7. Failure to comply with the conditions of approval shall constitute a violation of the City Code and may result in revocation of the variance approval in addition to any penalties authorized by law.
8. No new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the Property until all cost recovery obligations, publication and notice expenses, and any outstanding application or review fees due to the City of Miami Springs have been paid in full.

Attachments

1. Development application
2. Letter of intent
3. 1101 Quail Av Survey
4. 1121 Quail Av Survey
5. Combined survey
6. Architectural plans
7. Power Certificate of Trust Variance Miami Springs

Architectural Space
Architecture & Interior Design

October 28th, 2025

RE: **Board of Adjustment**
City of Miami Springs
201 Westward Dr. Miami Springs Florida 33166

Subject: **Request for Dimensional Variance (1101 Quail Ave. Miami Springs, Florida 33166)**
Zoning District: **R-1-B**

Dear Members of the Board,

I am writing to respectfully request a dimensional variance from the required front and rear yard setbacks for the property located at 1101 Quail Ave. Miami Springs Florida 33166, which is zoned R-1-B under the City of Miami Springs Zoning Code.

As the Owner is in the process of merging the adjacent lots of the properties located at 1101 Quail Ave and 1121 Quail Ave, the required setbacks will change per city ordinance as follows:

Required setback	Before	After	Requested setback
Front (30 feet)	Quail Ave.	Hammond Dr.	15 feet
Street side (15 feet)	Hammond Dr.	Quail Ave.	22 feet
Interior side (7.5 feet)	1131 Quail Ave.	Alley	25 feet
Rear (25 feet)	Alley	1131 Quail Ave.	7.5 feet

As the new front of the future merged lot will face Hammond Dr, the existing zoning ordinance (150-042) mandates a minimum front yard setback of 30 feet, we are requesting a reduction to 15 feet. Also, and because of the same condition, the same ordinance mandates a minimum rear setback of 25 feet, we are requesting a reduction to 7.5 feet. For the other two sides of the lot, we are proposing a 22 feet setback on the Street Side from a minimum of 15 feet, and we are also proposing a 25 feet setback on the Interior Side from a minimum of 7.5 feet.

The requested dimensional variance complies with the following criteria:

1. As the intention of requesting this variance is to keep the existing line of façade between the proposed residence and the existing residences located on both streets (Quail Ave. and Hammond Dr) by keeping the original setbacks; and as the proposed residence is not encroaching on the required and existing Street and Interior sides setbacks and with the intention of keeping the same setback from Quail Ave like the adjacent properties, we are requesting a reduction in the now front yard setback from 30 feet to 15 feet, and in the now rear setback from 25 feet to 7.5 feet. Another reason for requesting a shorter front setback arises from a desire of the current Owner to keep one of the existing perimeter walls of the existing residence due to personal and sentimental reasons as the beforementioned wall belongs to the existing Master Bedroom of the Owner's late mother (Betty Louise Dunn), who was an long term and outstanding resident and whose contributions to the city of Miami Springs are well known by her neighbors and fellow citizens. Also, by keeping a wall of the existing structure, the city would pay tribute to one of its most recognizable citizens. Therefore, the granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the chapter will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done.

2. As the use and zoning district (Residential R-1-B) of the proposed building remains the same, the granting of the requested variance will not constitute a change in the districts shown on the current approved zoning map.

Judith Montejo, Associate AIA
Director of Design / Owner
561-201-0748

3. As the proposed residence meets the existing minimum setbacks from the property lines, meets the maximum building height established by the current zoning code, and it is proposed to be built with non-flammable materials, the granting of the requested dimensional variance will not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire.

4. As the proposed residence has been designed with a contemporary architectural style using high quality materials and finishes, the granting of the requested variance will not materially diminish or impair established property values within the surrounding area.

5. As the design and specifications of the proposed residence meets the standards of the current local, state and federal applicable codes, the granting of the variance will not in any other respect impair the public health, safety, morals, and general welfare of the City of Miami Springs.

In summary, the granting of the variance will not alter the essential character of the neighborhood, nor will it impair the intent of the zoning ordinance.

Attached you will find:

- A site plan showing the proposed setback and structure
- A set of plans of the proposed residence.
- Any additional documentation required by the Planning & Zoning Department

I appreciate your time and consideration of this request and welcome the opportunity to present the proposal in person should a hearing be scheduled.

Thank you for your time and consideration.
Sincerely,

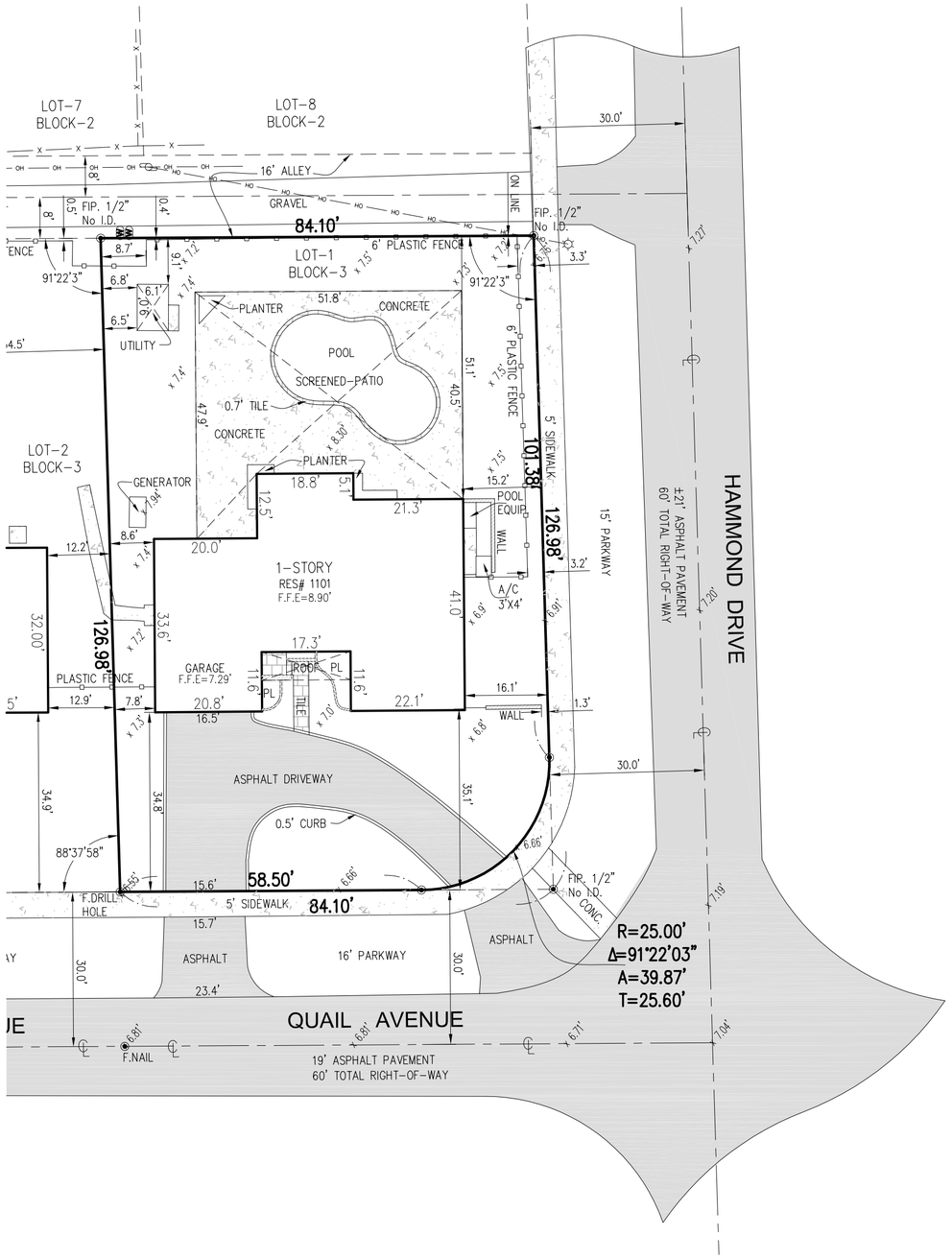
Judith Montejo, Associate AIA
Director of Design / Owner

ARCHITECTURAL SPACE
6147 Hellman Ave. Fort Myers Florida 33905
design@archspacefl.com / info@archspacefl.com

GRAPHIC SCALE

20' 0 10' 20' 40' 80'

(IN FEET)
1 inch = 20 ft.



LEGEND

- Overhead Wire Line
- Wood Fence
- Chain Link Fence
- Iron Fence
- Monument Line
- Centerline
- Property Line

A = Arc
BRG = Bearing
CH = Chord
Δ = Delta
L = Length
R = Radius
T = Tangent
Ø = Diameter

- x 0.00' = Existing Elevations
- = Catch Basin
- (W) = Water Meter
- = Electric Box
- (S) = Sanitary Manhole
- = Sprinkler Pump
- = Wood Pole
- = Conc. Pole
- = Light Pole
- = Fire Hydrant
- = Water Valve
- = Inlet
- (TV) = Cable Tv Box
- (EM) = Electric Meter Box
- (S) = Traffic Signal Box
- = Gas Valve
- = Monitoring Valve
- (M) = Manhole

A/C = Air Conditioner
Conc. = Concrete
C.B.S. = Concrete Block & Stucco
(D) = Deed
D.E. = Drainage Easement
D.M.E. = Drainage Maintenance Easement
F.D.H. = Found Drill Hole
F.F.E. = Finish Floor Elevation
F.I.P. = Found Iron Pipe/Pin
F.I.R. = Found Iron Rebar
F.N. = Found Nail
F.N&D = Found Nail & Disc
F.P.L. = Florida Power Light
H = Height
L.M.E. = Lake Maintenance Easement
(M) = Measured
(P) = Platted
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
(R) = Record
Res. = Residence
SIP/R = Set Iron Pin/Rebar
S = Spread
U.E. = Utility Easement



VICINITY MAP
NOT TO SCALE
PORTION SECTION 13-53S-40E

PROPERTY ADDRESS:
1101 QUAIL AVENUE, MIAMI SPRINGS, FL 33166
Folio# 05-5013-037-0070

LEGAL DESCRIPTION
Lot 1, in Block 3, of "BEV-LEE PARK SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 64, Page 148, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:
1- The Legal Description was provided by the Client from most recent County Records available.
2- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
3- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
4- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.
5- Underground utilities are **not** depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
6- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.
7- The surveyor does not determine fence and/or wall ownership.
8- **Accuracy:**
The **Horizontal** positional accuracy of well-defined improvement on this survey is +/-0.2'.
The **Vertical** accuracy of elevations of well-defined improvement on this survey is +/-0.1'
9- All measurements shown hereon are made in accordance with the United States Standard Feet.
10- Type of survey **SKETCH OF SURVEY**.
11- North arrow direction is based on an assumed meridian as shown on the aforementioned Plat.
12- Elevations shown hereon are relative to **National Geodetic Vertical Datum (1929 Mean Sea Level)**
13- **Benchmark Used:** Miami-Dade County Benchmark **#H-325**. Elevation = **+8.03'**.
14- **Flood Zone Data:** Community/ Panel # **120653/083/L** Dated: **9/11/09** Flood Zone: **"AH"** Base Flood Elevation = **+7.0'**
15- This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:

- BETTY L DUNN TRS

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY:
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed Copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper, The Date and Time shown on the digital signed stamp does Not represent the survey field date, Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

Digitally signed by Pablo J Alfonso
Date: 2025.10.15 08:23:39-04'00'

For the Firm Royal Point Land Surveyors, Inc LB# 7282

☐ PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA

This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

NO.	DATE	DESCRIPTION	BY	APP.	NO.	DATE	DESCRIPTION	BY	APP.

RECORD OF REVISIONS

RECORD OF REVISIONS

ROYAL POINT
LAND SURVEYORS, INC. L.B.# 7282
info@RoyalPointLS.com
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL. 33014 *** TEL: 305-822-6062 *** FAX.305-827-9669

TYPE OF SURVEY: SKETCH OF SURVEY

PREPARED FOR: BETTY L DUNN TRS

DRAWN: MEB.
CHECKED: P.J.A.
SCALE: AS NOTED
FIELD DATE: 10/11/2025
JOB No.: RP25-1473

SHEET: 1 OF 1 SHEET

F:\DRAWINGS\1101 & 1121 QUAIL AVENUE - SUSI DUNN\1121-1101 QUAIL AVENUE - SUSI DUNN - RP25-1473.dwg 10/15/2025

SKETCH OF SURVEY

PROPERTY ADDRESS:

1121 QUAIL AVENUE MIAMI SPRINGS, FL 33166
Folio# 50-3013-037-0080

LEGAL DESCRIPTION

Lot 2, in Block 3, of "BEV-LEE PARK SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 64, Page 148, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

1- The Legal Description was provided by the Client from most recent County Records available.

2- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.

3- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.

4- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.

5- Underground utilities are **not** depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

6- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.

7- The surveyor does not determine fence and/or wall ownership.

8- Accuracy:
The **Horizontal** positional accuracy of well-defined improvement on this survey is +/-0.2'.
The **Vertical** accuracy of elevations of well-defined improvement on this survey is +/-0.1'

9- All measurements shown hereon are made in accordance with the United States Standard Feet.

10- Type of survey SKETCH OF SURVEY.

11- North arrow direction is based on an assumed meridian as shown on the aforementioned Plat.

12- Elevations shown hereon are relative to **National Geodetic Vertical Datum (1929 Mean Sea Level)**

13- **Benchmark Used:** Dade County Benchmark. Elevation = N/A.

14- **Flood Zone Data:** Community/ Panel # 120653/0283/L Dated: 9/11/09 Flood Zone: "AH" Base Flood Elevation = +7.0'

15- This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:

- SUSSY DUNN

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper, Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

Digitally signed by Pablo J Alfonso
Date: 2025.10.15 08:24:50-04'00'

For the Firm Royal Point Land Surveyors, Inc LB# 7282

☐ JACOB GOMIS, PROFESSIONAL SURVEYOR AND MAPPER LS# 6231 STATE OF FLORIDA

☐ PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA

This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

GRAPHIC SCALE

20' 0 10' 20' 40'

(IN FEET)
1 inch = 20 ft.



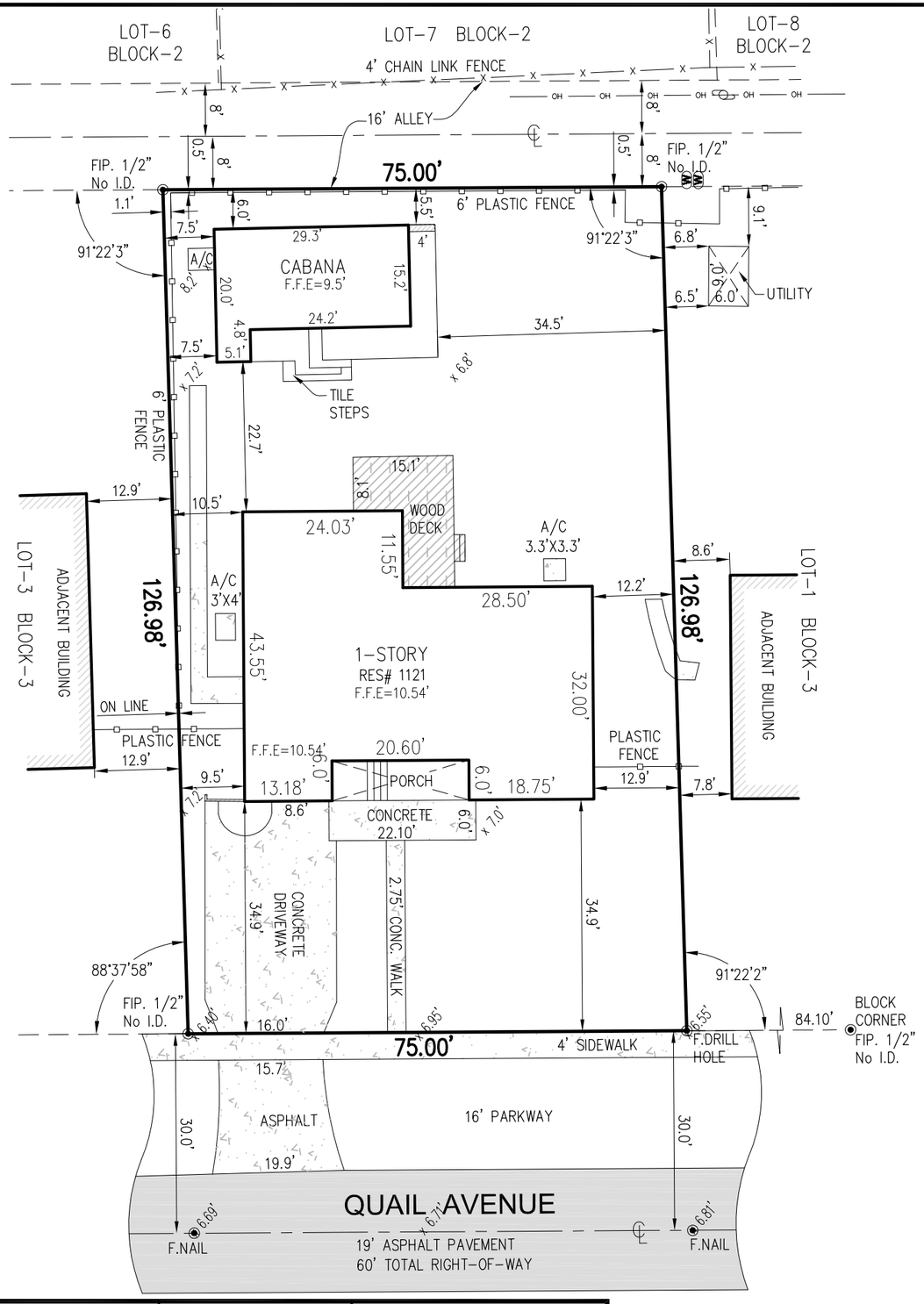
LEGEND

- OH — OH — Overhead Wire Line
- // — // — Wood Fence
- X — X — Chain Link Fence
- Iron Fence
- M — Monument Line
- ℄ — Centerline
- PL — Property Line

A = Arc
BRG = Bearing
CH = Chord
Δ = Delta
L = Length
R = Radius
T = Tangent
Ø = Diameter

× 0.00' = Existing Elevations
CB = Catch Basin
W = Water Meter
E = Electric Box
S = Sanitary Manhole
SP = Sprinkler Pump
= Wood Pole
= Conc. Pole
= Light Pole
= Fire Hydrant
= Water Valve
= Inlet
TV = Cable Tv Box
EM = Electric Meter Box
S = Traffic Signal Box
G = Gas Valve
= Monitoring Valve
M = Manhole

A/C = Air Conditioner
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F.I.P. = Found Iron Pipe/Pin
F.I.R. = Found Iron Rebar
F.N. = Found Nail
F.N&D = Found Nail & Disc
F.P.L. = Florida Power Light
H = Height
L.M.E. = Lake Maintenance Easement
(M) = Measured
(P) = Platted
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(R) = Record
Res. = Residence
SIP/R = Set Iron Pin/Rebar
S = Spread
U.E. = Utility Easement



ROYAL POINT LAND SURVEYORS, INC.
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL. 33014 * TEL: 305-822-6062 *
L.B.# 7282
info@RoyalPointLS.com

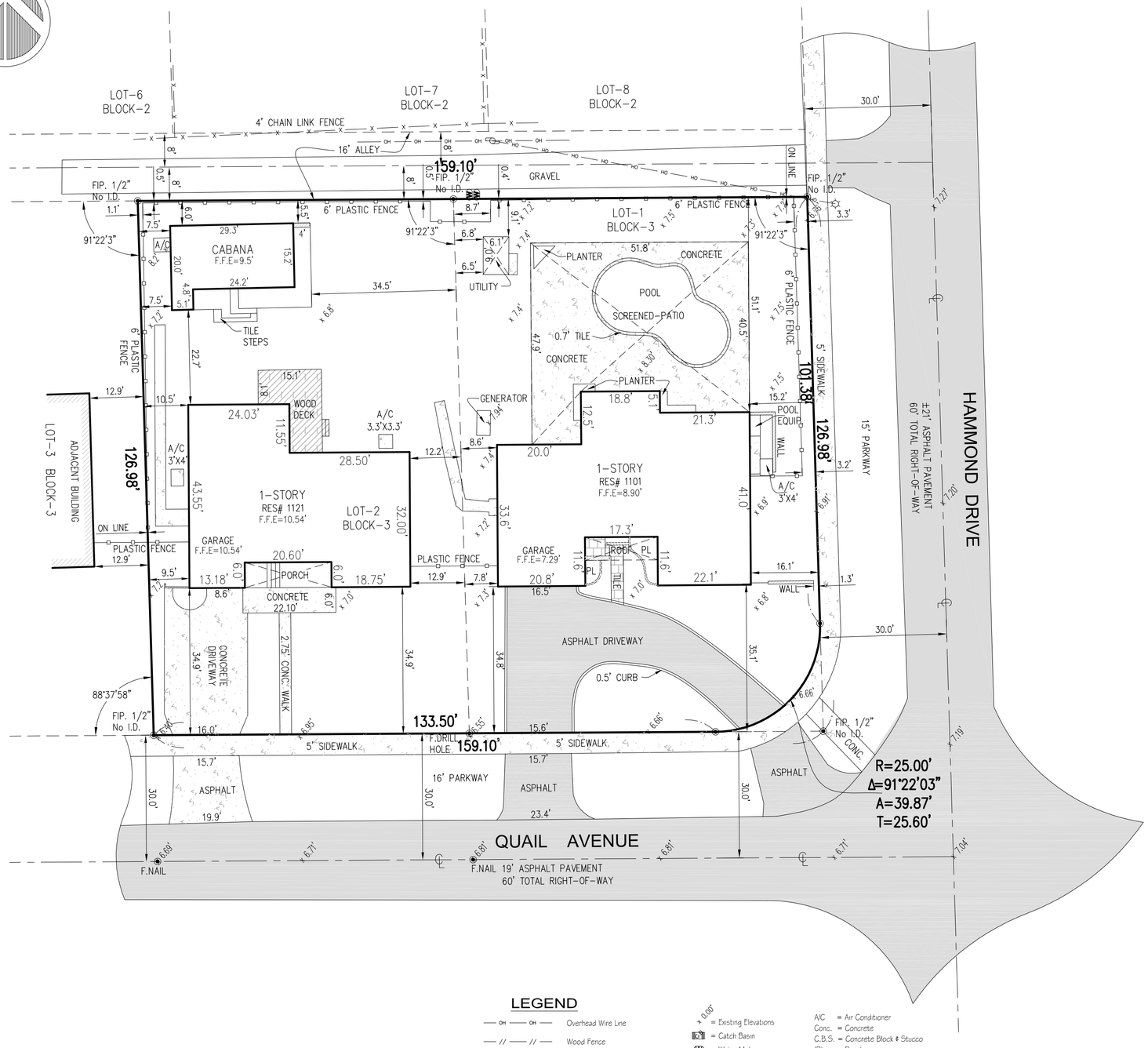
DRAWN: MEB.	JOB No.: RP25-1004
CHECKED: P.J.A.	FIELD DATE: 7/10/2025
SCALE: AS NOTED	SHEET: No. 1 of 1

F:\DRAWING\1101 & 1121 QUAIL AVENUE _ SUSI DUNN\1121 QUAIL AVENUE _ SUSI DUNN _ SPOT SURVEY RP25-1004.dwg 7/10/2025

GRAPHIC SCALE

20' 0 10' 20' 40' 80'

(IN FEET)
1 inch = 20 ft.





VICINITY MAP
NOT TO SCALE
PORTION SECTION 13-53S-40E

PROPERTY ADDRESS:

1101-1121 QUAIL AVENUE, MIAMI SPRINGS, FL 33166
Folio# 05-5013-037-0070 & 50-3013-037-0080

LEGAL DESCRIPTION

Lots 1 and 2, in Block 3, of "BEV-LEE PARK SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 64, Page 148, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

1- The Legal Description was provided by the Client from most recent County Records available.

2- This is not a Certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.

3- There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.

4- No attempt was made by this firm to locate underground utilities, foundations and/or footings of buildings, walls or fences, except as shown hereon, if any.

5- Underground utilities are **not** depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

6- Contact the appropriate authority prior to any design work on the herein - described parcel for Building and Zoning information.

7- The surveyor does not determine fence and/or wall ownership.

8- Accuracy:
The **Horizontal** positional accuracy of well-defined improvement on this survey is +/-0.2'.
The **Vertical** accuracy of elevations of well-defined improvement on this survey is +/-0.1'

9- All measurements shown hereon are made in accordance with the United States Standard Feet.

10- Type of survey SKETCH OF SURVEY.

11- North arrow direction is based on an assumed meridian as shown on the aforementioned Plat.

12- Elevations shown hereon are relative to **National Geodetic Vertical Datum (1929 Mean Sea Level)**

13- **Benchmark Used:** Miami-Dade County Benchmark #H-325. Elevation = +8.03'.

14- **Flood Zone Data:** Community/ Panel # 120653/083/L Dated: 9/11/09 Flood Zone: "AH" Base Flood Elevation = +7.0'

15- This SURVEY has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:

- BETTY DUNN TRS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY:
That this Survey meets the intent of the required Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Printed Copies are Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, Digital Copies are Not valid without an electronic authorized signature of a Florida Licensed Surveyor and Mapper, The Date and Time shown on the digital signed stamp does Not represent the survey field date, Additions or deletions to this survey by other than the signing party are prohibited without written consent of the signing party.

Digitally signed by Pablo J Alfonso
Date: 2025.10.15 08:24:21-04'00'

For the Firm Royal Point Land Surveyors, Inc LB# 7282

☐ PABLO J. ALFONSO, PROFESSIONAL SURVEYOR AND MAPPER LS# 5880 STATE OF FLORIDA

LEGEND

- OH — OH — Overhead Wire Line
- // — // — Wood Fence
- x — x — Chain Link Fence
- Iron Fence
- M — — — Monument Line
- ℄ — — — Centerline
- PL — Property Line

A = Arc
BRG = Beanng
CH = Chord
Δ = Delta
L = Length
R = Radius
T = Tangent
Ø = Diameter

x 0.00' = Existing Elevations
= Catch Basin
W = Water Meter
= Electnc Box
S = Sanitary Manhole
= Sprinkler Pump
= Wood Pole
= Conc. Pole
= Light Pole
= Fire Hydrant
= Water Valve
= Inlet
TV = Cable Tv Box
EM = Electnc Meter Box
= Traffic Signal Box
= Gas Valve
= Monitonng Valve
M = Manhole

A/C = Air Conditioner
Conc. = Concrete
C.B.S. = Concrete Block & Stucco
(D) = Deed
D.E. = Drainage Easement
D.M.E. = Drainage Maintenance Easement
F.D.H. = Found Drill Hole
F.F.E. = Finish Floor Elevation
F.I.P. = Found Iron Pipe/Pin
F.I.R. = Found Iron Rebar
F.N. = Found Nail
F.N&D = Found Nail & Disc
F.P.L. = Florida Power Light
ft = Height
L.M.E. = Lake Maintenance Easement
(M) = Measured
(P) = Platted
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
(R) = Record
Res. = Residence
SIP/R = Set Iron Pin/Rebar
S = Spread
U.E. = Utility Easement

This Document is not full and complete without all Sheets, Containing a total of (1) Sheets

NO.	DATE	DESCRIPTION	BY	APP.	NO.	DATE	DESCRIPTION	BY	APP.

RECORD OF REVISIONS

RECORD OF REVISIONS

ROYAL POINT
LAND SURVEYORS, INC. L.B.# 7282
6175 NW 153rd STREET, SUITE 321, MIAMI LAKES, FL. 33014 *** TEL: 305-822-6062 *** FAX.305-827-9669
info@RoyalPointLS.com

TYPE OF SURVEY: SKETCH OF SURVEY

PREPARED FOR: 1101 QUAIL AVENUE

DRAWN: MEB.
CHECKED: P.J.A.
SCALE: AS NOTED
FIELD DATE: 10/11/2025
JOB No.: RP25-1473

SHEET: 1

OF 1 SHEET

F:\DRAWING\1101 & 1121 QUAIL AVENUE _ SUSI DUNN\1121-1101 QUAIL AVENUE _ SUSI DUNN _COMBINED RP25-1473.dwg 10/15/2025

SUSI DUNN'S RESIDENCE

RESIDENTIAL ADDITION & RENOVATION

ABBREVIATIONS

°	DEGREE	ENCL.	ENCLOSURE	LT.	LIGHT	S.P.	STAND PIPE
±	PLUS/MINUS	ENGR.	ENGINEER			S.P.M.R.	SINGLE PLY MEMBRANE ROOFING
Ø	ROUND, DIAMETER	EQ.	EQUAL	M.	MALE	S.SK.	SERVICE SINK
		EQUIP.	EQUIPMENT	M.B.	MOP BASIN	SAN.	SANITARY
A.C.P.	ACOUSTICAL CEILING PANEL	ESMT.	EASEMENT	M.D.O.	MEDIUM DENSITY OVERLAY	SCHED.	SCHEDULE
		ESMT.	EASEMENT			SECT.	SECTION
A.C.T.	ACOUSTICAL CEILING TILE	EX. OR (E)	EXISTING	M.H.	MAN HOLE	SHR.	SHOWER
				M.O.	MASONARY OPENING	SHT.	SHEET
A.D.	AREA DRAIN	EXH.	EXHAUST	M.P.	MOVEABLE PARTITION	SHTG.	SHEATHING
A.DR.	ACCESS DOOR	EXP.	EXPANSION	M.T.	MARBLE THRESHHOLD	SIM.	SIMILAR
A.F.F.	ABOVE FINISH LEVEL	EXP.AG G.	EXPOSED AGGEGATE	MA.	MARBLE	SL.	SLATE
A.P.	ACCESS PANEL	EXT.	EXTERIOR	MACH.	MACHINE	SND.	SOUND
AC.	ACOUSTICAL			MAG.	MAGNESIUM	SP.D.	SOAP DISPENSER
ADJ.	ADJACENT			MAS.	MASONRY	SPAN.	SPANDREL
AGG.	AGGREGATE	F.	FEMALE	MAX.	MAXIMUM	SPEC.	SPECIFICATION
ALT.	ALTERNATE OR ALTERNATIVE	F.A.	FIRE ALARM	MECH.	MECHANICAL	SQ.	SQUARE
		F.C.U.	FAN COIL UNIT	MECH.CONT	MECHANICAL CONTRACTOR	ST.STL.	STAINLESS STEEL
ALUM.	ALUMINUM	F.D.	FLOOR DRAIN			STD.	STANDARD
APPROX.	APPROXIMATE(LY)	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE	STL.	STEEL
		F.E.C.	FIRE EXTINGUISHER CABINET	MET.	METAL	STOR.	STORAGE
ARCH.	ARCHITECTURAL/ARCHITECT			MFGR.	MANUFACTURER	STRUC.	STRUCTURAL
		F.F.	FINISH FLOOR	MIN.	MINIMUM	STRUCT	STRUCTURAL
ASPH.	ASPHALT	F.G.	FINISH GRADE	MISC.	MISCELLANEOUS		
		F.H.	FLAT HEAD	MTD.	MOUNTED	SUSP.	SUSPENDED
B.L.	BRICK LEDGE	F.H.C.	FIRE HOSE CABINET	MTL.	MATERIAL	SYM.	SYMMETRICAL
B.O.	BOTTOM OF	F.O.C.	FACE OF CONCRETE	MULL.	MULLION	SYS.	SYSTEM
B.U.R.	BUILT UP ROOFING	F.P.	FABRIC PANEL				
BD.	BOARD	F.P.C.	FIRE PROTECTION CONTRACTOR	N	NORTH	T.	TREAD
BITUM.	BITUMINOUS			N.I.C.	NOT IN CONTRACT	T.&B.	TOP AND BOTTOM
BLDG.	BUILDING	F.RET.	FIRE RETARDANT	N.T.S.	NOT TO SCALE	T.&G.	TONGUE AND GROOVE
BLK.	BLOCK	F.V.C.	FIRE VALVE CABINET	NO. OR #	NUMBER		
BLKG.	BLOCKING	F.W.C.	FABRIC WALL COVERING	NOM.	NOMINAL	T.O.	TOP OF
BM.	BEAM					T.O.C.	TOP OF CURB/TOP OF CONCRETE
BRG.	BEARING	FDN.	FOUNDATION	O.A.	OVERALL	T.O.P.	TOP OF PAVEMENT
BSMT.	BASEMENT	FIN.	FINISH	O.C.	ON CENTER	T.O.W.	TOP OF WALL
		FLASH.	FLASHING	O.D.	OUTSIDE DIAMETER	T.P.	TOILET PARTITION
C.G.	CORNER GUARD	FLR.	FLOOR	O.H.	OPPOSITE HAND	TB.	TACKBOARD
C.J.	CORNER JOINT	FLUOR.	FLUORESCENT	OFCI/OFGI	OWNER FURNISHED CONTRACTOR INSTALLED	TBR.	TO BE REMOVED
C.M.U.	CONCRETE MASONARY UNIT	FND.	FOUNDATION			TELE.	TELEPHONE
		FR.	FRAME			TEMP.	TEMPERED
C.T.	CERAMIC TILE	FT.	FEET (FOOT)			TERR.	TERRAZZO
CA.	CARPET	FTG.	FOOTING	OFF.	OFFICE	THK.	THICK
CA.T.	CARPET TILE	FUR.	FURRING	OFOI	OWNER FURNISHED OWNER INSTALLED	THRU.	THROUGH
CA.TV.	CABLE TELIVISION	FUT.	FUTURE			TLT.	TOILET
CAB(S)	CABINETS			OH	OPPOSITE	TME	TO MATCH EXISTING
CEM.	CEMENT	G.C.	GENERAL CONTRACTOR	OH.	OVERHEAD	TRANS.	TRANSFORMER
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	G.O.	GLASS OPENING	OPP.	OPENING	TV.	TELEVISION
		G.W.B.	GYPSUM WALLBOARD	OZ.	OUNCE	TYP	TYPICAL
CL.	CENTER LINE	GA.	GAGE	P.C.	PLUMBING CONTRACTOR	U.C.	UNDER CUT
CLG.	CEILING	GALV.	GALVANIZED			U.C.L.	UNDER COUNTER LIGHT
CLO.	CLOSET	GL.	GLASS	P.LAM.	PLASTIC LAMINATE		
CLR.	CLEAR	GND.	GROUND	P.S.F.	POUNDS PER SQUARE FOOT	U.C.R.	UNDER COUNTER REFRIGERATOR
COL.	COLUMN	GR.	GRADE	P.S.I.	POUNDS PER SQUARE INCH	U.H.	UNIT HEATER
CONC.	CONCRETE	GYP.	GYPSUM			U.L.	UNDERWRITERS LAORATORY
CONN.	CONNECTION	GYP. BD.	GYPSUM BOARD	PART.	PARTICLE	U.N.O.	UNLESS NOTED OTHERWISE
CONST.	CONSTRUCTION			PARTN.	PARTITION	UNFIN.	UNFINISHED
CONT.	CONTINUOUS	H.	HIGH	PL.	PLATE	UR.	URINAL
CONTR.	CONTRACTOR	H.A.C.	EATING/AIR CONDITIONING CONTRACTOR	PLAS.	PLASTER		
CORR.	CORRIDOR			PLBG.	PLUMBING	V.	VINYL
CW.	CASEWORK	H.B.	HOSE BIBB	PLYWD.	PLYWOOD	V.C.T.	VINYL COMPOSITION TILE
		H.C.	HOLLOW CORE	POL.	POLISHED		
D.	DEEP	H.M.	HOLLOW METAL	PORT.	PORTABLE	V.S.F.	VINYL SHEET LEVELING
D.F.	DRINKING FOUNTAIN	H.P.	HIGH POINT	PR.	PAIR	V.T.	VINYL TILE
D.T.	DRAIN TILE	HD.	HEAD	PREFAB	PREFABRICATED	V.T.R.	VENT THROUGH ROOF
DBL.	DOUBLE	HDW.	HARDWARE	PROP.	PROPOERTY	V.W.C.	VINYL WALL COVERING
DEG.	DEGREE	HDWD.	HARDWOOD	PT.	PAINT	VENT.	VENTILATOR
DET.	DETAIL	HNDC.	HANDICAP	PTD.	PAINTED	VERT.	VERTICAL
DIA.	DIAMETER	HORIZ.	HORIZONTAL			VEST.	VESTIBULE
DIAG.	DIAGONAL	HR.	HOUR	Q.T.	QUARRY TILE	VIF	VERIFY IN FIELD
DIFF.	DIFFUSOR	HSKP.	HOUSE KEEPING	QTR.	QUARTER		
DIM.	DIMENSION	HT.	HEIGHT			W.	WEST
DISP.	DISPENSER	HVAC	HEATING, VENTILATING AND AIR CONDITIONING	R.	RISER	W.C.	WATER CLOSET
DN.	DOWN			R.B.	RESILIENT BASE	W.GL.	WIRE GLASS
DR.	DOOR			R.D.	ROOF DRAIN	W.H.	WALL HYDRANT
DS.	DOWNSPOUT	I.D.	INTERIOR DESIGN	R.F.	RESILIENT FLOORING	W.O.M.	WALK OFF MAT
DWG(S).	DRAWINGS	IN.	INCH	R.O.	ROUGH OPENING	W.P.	WORKING POINT
DWR.	DRAWER	INFO.	INFORMATION	R.T.U.	ROOF TOP UNIT	W.W.F.	WELDED WIRE FABRIC
		INSUL.	INSULATION	RAD.	RADIUS	W.W.MFR.	WINDOW WALL MANUFACTURER
E.	EAST	INT.	INTERIOR	RE.	REFER TO	W/(O)	WITH/(OUT)
E.C.	ELECTRICAL CONTRACTOR			REF.	REFERENCE	WC.	WALL COVERING
E.F.	EACH FACE	J.C.	JANITOR CLOSET	REFR.	REFRIGERATOR	WD.	WOOD
E.F.S.	EXTERIOR FINISH SYSTEM	JST.	JOIST	REINF.	REINFORCING OR REINFORCEMENT	WGT.	WEIGHT
		JT.	JOINT			WIND.	WINDOW
E.I.F.S.	EXTERIOR INSULATION FINISH SYSTEM			REQD.	REQUIRED	WP.	WATERPROOFING
		KIT.	KITCHEN	RESIL.	RESILIENT	WSCOT.	WAINSCOT
E.J.	EXPANSION JOINT			RET.	RETAINING	WT.H.	WATER HEATER
E.P.	ELECTRICAL PANEL	L.C.B.	LIQUID CHALK BOARD	REV.	REVISION		
E.P.	ELECTRICAL PANEL	L.P.	LOW POINT	RM.	ROOM	Y.D.	YARD DRAIN
E.W.	EACH WAY	LAM.	LAMINATE AND LAMINATED	RND.	ROUND	Y.H.	YARD HYDRANT
E.W.C.	ELECTRIC WATER COOLER					YD.	YARD
		LAV.	LAVATORY	S.	SOUTH		
EA.	EACH	LBR.	LUMBAR	S.A.B.	SOUND ATTENUATION BLANKET		
EL.	ELEVATION	LKR.	LOCKER				
ELEC.	ELECTRICAL	LOC.	LOCATION	S.D.	SMOKE DETECTOR		
ELEV.	ELEVATOR			S.F.	SQUARE FEET		
				S.F.T.U.	STRUCTURAL FACING TILE UNIT		

GRAPHICS LEGEND

1. CONSTRUCTION SHALL FOLLOW "F.B.C. 8TH EDITION 2023" AS ADOPTED BY THE COUNTY AND AS APPLICABLE TO THE AREA IN WHICH THE BUILDING IS TO BE CONSTRUCTED WITH ALL APPLICABLE AMENDMENTS.

2. BUILDER SHOULD COORDINATE ALL THE WORK OF ALL THE TRADES.

3. BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL VERIFY ALL DIMENSIONS, CONDITIONS AT JOB SITE, PLANS, SPECIFICATIONS, ETC. PRIOR TO STARTING ANY WORK AND WITHIN SEVEN (7) CALENDAR DAYS OF BUILDER'S RECEIPT OF THESE PLANS SHALL NOTIFY THE **ARCHITECTURAL SPACE LLC** (IN WRITING ONLY) OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OF COMMISSION OR OMISSION OR NOT). OTHERWISE THE **ARCHITECTURAL SPACE LLC** WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY ERRORS, AND THE BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE.

4. TO THE BEST OF MY KNOWLEDGE AND ABILITY THESE PLANS AS DRAWN AND NOTED, COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE, CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN IT'S ENTIRELY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.

5. SITE WORK: FILL UNDER ALL SLABS SHALL BE CLEAN SAND AND SHALL BE COMPACTED TO A MINIMUM OF 95% AND A MAXIMUM DENSITY AS PER ASTM D-1557, CONTRACTOR SHALL VERIFY UNDER COMPACTION. ALLOWABLE SOIL BEARING PRESSURE 2500 P.S.F. MIN. SEE GEOTECHNICAL ENGINEER RECOMENDATIONS.

6. WOOD: ALL STRUCTURAL LUMBER TO BE DOUGLAS FIR-LARCH NO.2 OR BETTER. ALL LUMBER IN CONTACT WITH MASONRY SHALL BE PRESSURE TREATED. SHOP DRAWINGS AND DESIGN CALCULATIONS FOR ROOF TRUSSES BEARING THE SIGNATURE AND SEAL OF A FLORIDA REGISTERED ENGINEER SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.

7. DOORS AND WINDOWS: WINDOWS INDICATED WITH (E) MUST BE MANUFACTURED TO CONFORM WITH THE BUILDING CODE WITH RESPECT TO MINIMUM EMERGENCY EGRESS REQUIREMENTS. ALL SLIDING GLASS DOORS SHALL BE TEMPERED. ALL WINDOWS AND DOORS SHALL BE CAULKED AND WEATHER STRIPPED. WINDOW UNITS SHALL DISPLAY LABELS COMPLIANCE WITH FLORIDA STATE MODEL CODE SECTION 502.4. WINDOW AND DOOR MANUFACTURERS SHALL ALSO COORDINATE WITH BUILDER FIELD VERIFY ALL OPENING SIZES PRIOR TO FABRICATION.

8. **ARCHITECTURAL SPACE LLC** RESERVES, MAINTAINS AND RETAINS IT'S COMMON LAW COPYRIGHT RIGHTS AND ANY OTHER RIGHTS (EXPRESSED AND/IMPLIED) IN THESE PLANS, DESIGNS, IDEAS, SPECIFICATIONS, ETC. THESE PLANS, IDEAS, DESIGNS, ETC. ARE NOT TO BE REPRODUCED, COPIED, DUPLICATED, ETC. IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE **ARCHITECTURAL SPACE LLC** NOR ARE THEY TO BE LOANED OR ASSIGNED TO ANY PERSONS, FIRMS, ASSOCIATIONS, CORPORATIONS, ETC. WITHOUT FIRST OBTAINING A WRITTEN PERMISSION FROM THE **ARCHITECTURAL SPACE LLC**, IN EACH AND EVERY INSTANCE.

9. ANY CHANGES, REVISIONS, ALTERATIONS, ETC. REQUIRED TO THESE PLANS, DRAWINGS, SPECIFICATIONS, ETC. SHALL BE REQUESTED IN WRITING ONLY BY THE BUILDER OR BY THE OWNER TO THE **ARCHITECTURAL SPACE LLC** ANY CHANGES, REVISIONS, ALTERATIONS, DEVIATIONS, ETC. NOT MADE BY THE **ARCHITECTURAL SPACE LLC** (IN WRITING ONLY) WILL FULLY, UNCONDITIONALLY AND TOTALLY RELEASE THE **ARCHITECTURAL SPACE LLC** FROM ANY AND ALL RESPONSIBILITY, CLAIMS AGAINST THE **ARCHITECTURAL SPACE LLC** FOR CULPABILITY, ETC. FROM THE DATE SHOWN ON THE PLANS ORIGIN UNTIL THE END OF TIME.

10. BUILDER SHALL PROVIDE INSULATION AS PER ENERGY CALCULATIONS AND/OR PLAN SPECIFICATIONS.

11. ALL MATERIALS SHOWN OR CALLED FOR ON THESE DRAWINGS SHALL BE INSTALLED WITH MANUFACTURERS RECOMMEND AND SPECIFICATIONS.

12. APPROVED MANUFACTURER SPECIFICATIONS SHALL TAKE PRECEDENCE OVER ANY DETAILS AND SPECIFICATIONS FOUND IN THESE PLANS. DEVIATIONS FROM THESE PLANS, SPECIFICATIONS AND NOTES MUST CONFORM TO LOCAL BUILDING CODE REQUIREMENTS. AND MUST BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION.

13. NO ONE SHALL ASSUME ANY DIMENSION BY DIRECTLY SCALING CONSTRUCTION DOCUMENTS OR ANY REPRODUCTIONS AND SAME. IF ANY ADDITIONAL DIMENSIONS ARE REQUIRED BY CONTRACTOR AND/OR RESIDENT, CONTACT **ARCHITECTURAL SPACE LLC** FOR VERIFICATION. OTHERWISE, **ARCHITECTURAL SPACE LLC** WILL NOT ASSUME ANY RESPONSIBILITY FOR ANY ERROR NOR WILL THEY CORRECT ANY ERROR AT THEIR EXPENSE.

14. ALL WINDOWS USED AS EMERGENCY EGRESS OPENING TO COMPLY WITH "F.B.C. 8TH EDITION 2023".

15. ALL SHOWER ENCLOSURES AND DOORS TO HAVE TEMPERED GLASS.

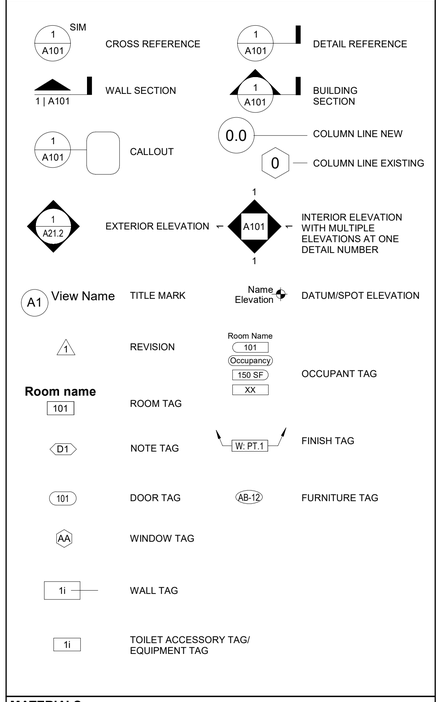
16. ALL SLIDING GLASS DOORS TO HAVE TEMPERED GLASS.

17. GLAZING CONTRACTOR SHALL INSTALL ALL GLASS IN ACCORDANCE WITH "F.B.C 8TH EDITION 2023".

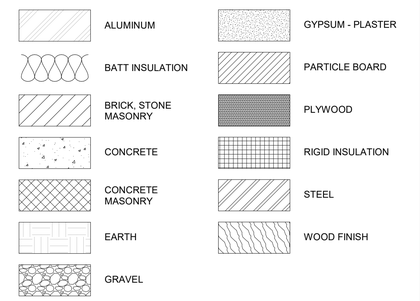
18. ALL EXTERIOR FIXED GLASS (EXCEPT AT WINDOWS) AND ALL INTERIOR FIXED GLASS SHALL HAVE TEMPERED GLASS.

19. ALL SHOWERS MUST BE EQUIPPED WITH ANTI-SCALE FAUCETS.

GRAPHICS LEGEND



MATERIALS



INDEX OF DRAWINGS

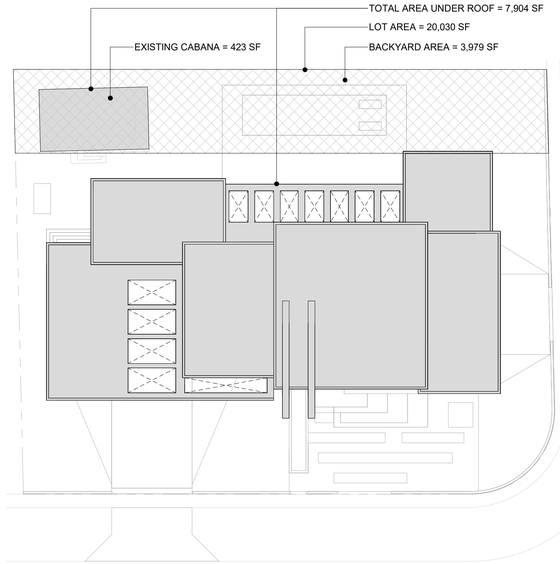
SHEET NUMBER	SHEET NAME
A-000	COVER
A-001	3D VIEWS
A-002	SITE PLAN
A-003	EXISTING SITE PLAN
D-101	DEMOLITION PLAN
A-101	OVERALL FLOOR PLAN
A-102	PARTIAL FLOOR PLAN (WEST)
A-103	PARTIAL FLOOR PLAN (EAST)
A-104	ROOF PLAN
A-201	BUILDING ELEVATIONS
A-301	BUILDING SECTIONS
A-302	BUILDING SECTIONS

PRELIMINARY - NOT FOR CONSTRUCTION

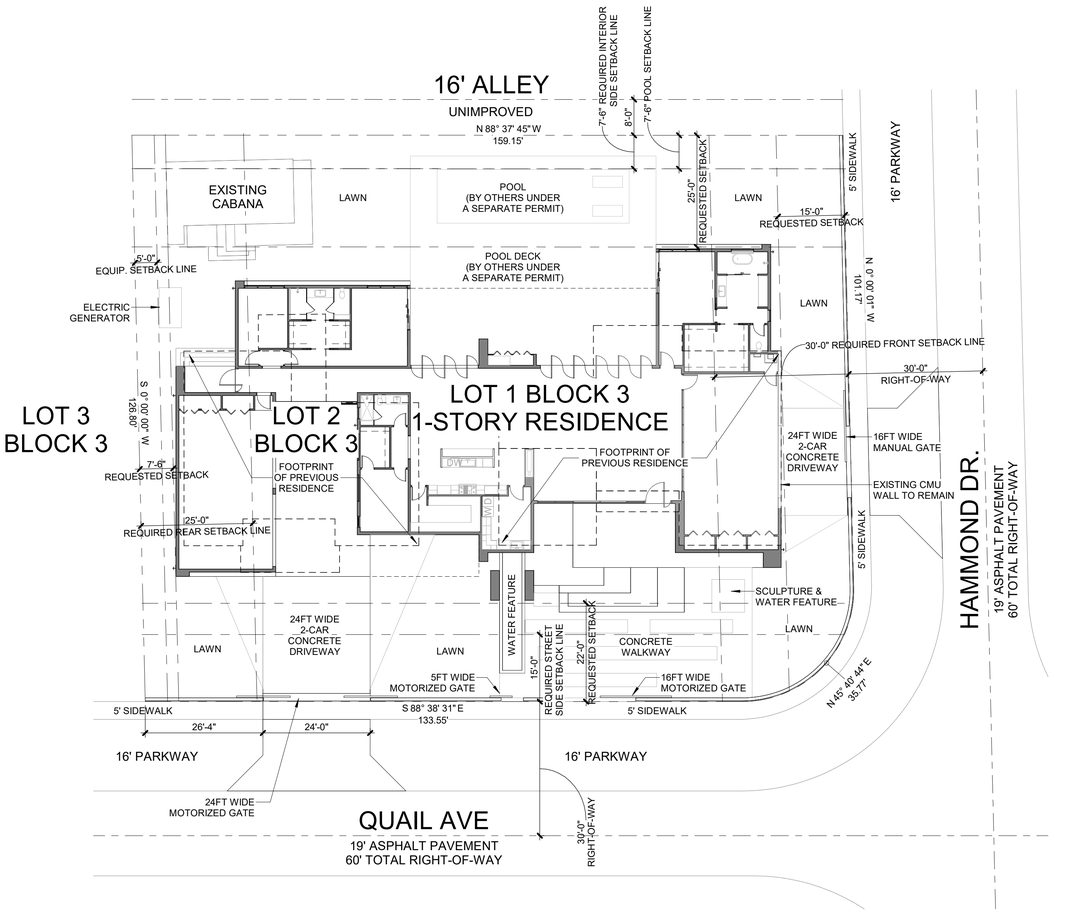
Architectural Space
Architecture & Interior Design
Address: 6147 Hellman Ave. Fort Myers Florida 33905
Phone: (561) 201 3264 | 561 2010748 | Email: info@archspacefl.com

SUSI DUNN RESIDENCE
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1101 QUAIL AVE.
MIAMI SPRINGS FLORIDA 33166

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SITE COVERAGE DIAGRAM



1 SITE PLAN
1/16" = 1'-0"

ARCHITECTURAL SITE PLAN NOTES

A. ARCHITECTURAL DRAWINGS ARE BASED ON SURVEY INFORMATION AND FIELD NOTES PREPARED BY OTHERS. THE ARCHITECT MAKES NO REPRESENTATION AS TO THE ACCURACY OF THE INFORMATION, AND IS NOT RESPONSIBLE FOR ERRORS THEREIN OR CORRECTIONS REQUIRED AS A RESULT. CONTRACTOR SHALL VERIFY EXISTING/PROPOSED TOPOGRAPHY AND SITE CONDITIONS PRIOR TO CONSTRUCTION.

B. REFER TO FLOOR PLAN FOR DETAILED BUILDING INFORMATION. SHOULD DISCREPANCIES EXIST, NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO CONSTRUCTION.

C. REFER TO EXISTING CIVIL CONSTRUCTION DOCUMENTS UNDER A SEPARATE COVER FOR ALL UTILITY LINE AND CONNECTION LOCATIONS, PAVING ELEVATIONS, AND ALL OTHER SITE INFRASTRUCTURE RELATED ELEMENTS.

D. PROVIDE SIGNAGE FOR FIRE ACCESS, HANDICAPPED ACCESSIBILITY, ETC. AS REQUIRED BY GOVERNING AGENCIES AND AUTHORITIES HAVING JURISDICTION. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL EXTERIOR AND SITE SIGNAGE.

E. ALL EXTERIOR AND GROUND MOUNTED MECHANICAL, ELECTRICAL, AND COMMUNICATIONS EQUIPMENT, METERS, ETC. SHALL BE PAINTED (AS ALLOWABLE) AND SCREENED FROM VIEW WITH LANDSCAPE ELEMENTS. MAINTAIN CODE-REQUIRED ACCESS AND CLEARANCES.

F. PROTECT ALL EXISTING TREES AND VEGETATION UNLESS SPECIFICALLY INDICATED TO BE REMOVED.

G. COORDINATE A JOINT SITE VISIT WITH ARCHITECT AND FIRE MARSHALL TO DETERMINE SIGNAGE AND KNOX BOX LOCATIONS. (IF APPLICABLE)

H. CONTRACTOR SHALL COORDINATE WITH OWNER TO SCHEDULE WORK TO AVOID CONFLICTS WITH EXISTING OR TEMPORARY FACILITIES, PARKING, OR CONDITIONS, OR PLANNED ACTIVITIES AND EVENTS. PROVIDE TEMPORARY STRUCTURES TO MAINTAIN SAFE AND UNRESTRICTED ACCESS TO FACILITIES IN USE.

I. SITE SIGNAGE MAY REQUIRE SEPARATE APPROVALS AND PERMITS. COORDINATE WITH AND SUBMIT TO LOCAL JURISDICTION AND ARCHITECT FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

J. CONTRACTOR SHALL ENSURE THAT THE RUNNING SLOPE OF REQUIRED ACCESSIBLE ROUTES DOES NOT EXCEED 5% MAXIMUM AND CROSS SLOPE DOES NOT EXCEED 2% AND NO VERTICAL CHANGE EXCEEDS 1/4-INCH WITHOUT BEVELING (OR EXCEEDS 1/2-INCH WITHOUT A RAMP). THE MAXIMUM SURFACE SLOPE WITHIN A HANDICAPPED-ACCESSIBLE PARKING SPACE SHALL NOT EXCEED 2% IN EITHER DIRECTION.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATIONS OF UTILITIES AND DRAINAGE STRUCTURES WHETHER SHOWN ON PLANS OR NOT. THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES TO VERIFY SIZE, ELEVATION, ROUTES, AND LOCATIONS, AND NOTIFY THE CIVIL ENGINEER AND ARCHITECT OF DISCREPANCIES PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL REPAIR AT HIS OWN EXPENSE ANY DAMAGE TO EXISTING UTILITIES CAUSED BY FAILURE TO DO SO.

L. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITY COMPANIES AND APPROPRIATE AGENCIES FOR PERMITS, APPROVALS, CONNECTIONS, TESTS, AND TEMPORARY SERVICES DURING CONSTRUCTION.

M. DIRECTIONAL ARROWS SHOWN ON PLANS ARE FOR REFERENCE ONLY, AND SHOULD NOT BE INCLUDED AS MARKINGS ON FINISHED SURFACES, U.N.O.

N. THE OWNER RESERVES THE RIGHT TO CEASE ANY OR ALL DEMOLITION WORK AT ANY GIVEN TIME WHEN SUCH WORK IS NOT BEING PERFORMED IN COMPLIANCE WITH THE OWNER'S CONSTRUCTION PROCEDURES, INTERFERES WITH THE DAY TO DAY OPERATION OF THE OWNER'S ADJACENT FACILITIES

O. CONTRACTOR SHALL NOT COMMENCE ANY DEMOLITION WORK INVOLVING EXISTING MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION OR OTHER UTILITY SYSTEMS WITHOUT THE APPROVAL OF THE OWNER THROUGH THE CONSTRUCTION MANAGER.

P. LIMIT OF ARCHITECTURAL SPACE LLC CONSTRUCTIONAL DOCUMENT SCOPE OF WORK IS WITHIN FIVE (5) FEET OF THE OUTSIDE PERIMETER OF THE BUILDING. REFER TO CONSTRUCTION DOCUMENTS BY OTHERS FOR CIVIL, LANDSCAPE, IRRIGATION.

Q. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES HAVING JURISDICTION

R. THE CONTRACT LIMIT NOTATION IS NOT AN EXACT LOCATION. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK SHOWN BY THESE DOCUMENTS AND FOR COORDINATION IN ANY OTHER CONTRACTS THAT MAY OCCUR DURING THE LENGTH OF THIS CONTRACT

S. SECURITY AND SAFETY ITEMS FOR CONTRACTOR STAGING/TRAILER AREA (I.E. CONSTRUCTION FENCES, BARRICADES, CONTRACTOR'S STAGING AREA, ETC.) SHALL BE RESPONSIBILITY OF THE CONTRACTOR. DRAWING NOTATION REPRESENTS A SUGGESTED LOCATION. MATERIALS AND INSTALLATION SHALL BE AS PER OSHA OR OTHER APPLICABLE STANDARDS OR CODES AND DETAILS NOTED, WHICHEVER CONSTITUTES THE MORE STRINGENT REQUIREMENTS.

T. SECURITY AND SAFETY ITEMS FOR THE AREA OF CONSTRUCTION (I.E. TEMPORARY CONSTRUCTION PARTITIONS, SIGNAGE, BARRICADES, ETC.) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. MATERIALS AND INSTALLATION SHALL BE AS PER OSHA OR OTHER APPLICABLE STANDARDS OR CODES AND DETAILS NOTED, WHICHEVER CONSTITUTES THE MORE STRINGENT REQUIREMENTS.

U. GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL INSPECT ALL FIELD CONDITIONS PRIOR TO SUBMITTING A BID. (BIDS) SHALL INCLUDE ALL WORK TO MEET THE DESIGN INTENT AND DETAILS IMPLIED BY THESE DRAWINGS.

V. THE SITE DRAWING IS EXCERPTED FROM A DOCUMENT PROVIDED BY THE OWNER AND MAKES NO REPRESENTATION REGARDING ACCURACY. ALL DIMENSIONS AND CONDITIONS SHOWN ON THIS DRAWING SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK.

W. REFER TO CIVIL DOCUMENTS BY OTHERS FOR LOCATIONS OF ALL UTILITIES.

LANDSCAPE NOTES

- REFER TO LANDSCAPE DRAWINGS
(UNDER SEPARATE COVER PROVIDED BY LANDSCAPE DESIGNER)

- REFER TO LANDSCAPE LIGHTING DRAWINGS
(UNDER SEPARATE COVER)

DOCUMENT QUALIFICATION

THIS DRAWING WAS EXCERPTED FROM BOUNDARY SURVEY DOCUMENT PREPARED BY **ROYAL POINT LAND SURVEYORS, INC.** DATED **10/11/2025** FOR THE SPECIFIC PURPOSES OF THIS BUILDING.

USE WITHOUT VERIFICATION WILL BE AT THE USER'S SOLE RISK.

THE USER SHALL INDEMNIFY THE **ARCHITECTURAL SPACE LLC**, FROM ALL CLAIMS AND LOSSES RESULTING FROM SUCH USE. THE DELIVERY OF THIS DRAWINGS TO THE USER SHOULD NOT BE CONSTRUED TO PROVIDE AN EXPRESS WARRANTY OR A GUARANTEE TO ANYONE THAT CERTAIN CONDITIONS EXIST OR THAT THE USE OF THIS DRAWINGS IMPLIES THE REVIEW AND THE APPROVAL BY THE ARCHITECT OF ANY SHOP DRAWINGS BASED ON THIS INFORMATION.

USE OF THIS DRAWING IN NO WAY RELIEVES ANY OTHER PARTY FROM MEETING REQUIREMENTS IMPOSED BY CONTRACT OR OTHER MEANS.

LOCATION MAP (NTS)



CODE STUDY

LEGAL DESCRIPTION:

LOTS 1 & 2, BLOCK 3, OF "BEV-LEE PARK SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGE 148, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

APPLICABLE CODES:

- FLORIDA BUILDING CODE, 2023 8TH EDITION
- FLORIDA EXISTING BUILDING CODE, 2023 8TH EDITION
- FLORIDA RESIDENTIAL CODE, 2023 8TH EDITION
- FLORIDA MECHANICAL CODE, 2023 8TH EDITION
- FLORIDA PLUMBING CODE, 2023 8TH EDITION
- FLORIDA ENERGY CONSERVATION CODE, 2023 8TH EDITION
- FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, 2023 8TH EDITION
- FLORIDA FIRE PREVENTION CODE (FFPC), 2023 8TH EDITION
- FIRE REQUIREMENTS 2023 8TH EDITION FBC AND FFPC.
- NFPA 70-17 (NEC 2020)
- NFPA 101-18
All applicable referenced standards can be found in Chapter 35 of the 2023 FBC.
- NATIONAL ELECTRICAL CODE, 2020 NEC

DESCRIPTION OF WORK

THE PROJECT CONSISTS ON THE COMPLETE RENOVATION OF THE EXISTING 1-STORY RESIDENCE WITH THE PROPOSED RESIDENCE CONSISTING OF 3 BEDROOMS, 3 FULL BATHROOMS, GREAT ROOM, KITCHEN-DINING, OFFICE, 4-CAR GARAGE, COVERED TERRACE, EXHIBITION ROOM, AND POOL. EXISTING CABANA TO REMAIN AS IS.

SITE DATA:

MUNICIPALITY	CITY OF MIAMI SPRINGS
ZONING DISTRICT	R-1-B
OCCUPANCY CLASS	R RESIDENTIAL
GROUP	R-3
TYPE OF CONSTRUCTION	V-B UNPROTECTED (NS) PER CHAPTER 6, TABLE 601
FEMA FLOOD ZONE:	AH
BASE FLOOD ELEVATION:	7.00' NGVD
FINISHED FLOOR ELEVATION:	9.50' NGVD (EXISTING TO REMAIN)

DESCRIPTION	REQUIRED	EXISTING	PROPOSED
LOT TOTAL AREA	N/A	20,030 SF	TO REMAIN
BACKYARD AREA	N/A	3,979 SF	REQUESTED TO REMAIN
MAX. LOT COVERAGE	8,012 SF (40%)	3,456 SF (17%)	7,904 SF (39.5%)
BACKYARD COVERAGE	597 SF (15%)	N/A	423 SF (11%)
PERVIOUS AREA (MIN.)	6,009 SF (30%)	N/A	7,387 SF (37%)
FRONT SETBACK	30'-0"	34'-11"	15'-0" (REQUESTED)
INTERIOR SIDE SETBACK	7'-6"	48'-6"	25'-0" (REQUESTED)
STREET SIDE SETBACK	15'-0"	N/A	22'-0" (REQUESTED)
REAR SETBACK	25'-0"	9'-6"	7'-6" (REQUESTED)
POOL SETBACK	7'-6"	N/A	7'-6"
MAX. BLDG HEIGHT	2 STORIES / 30 FT	1-STORY / 15 FT	1-STORY / 29'-7"

AREA CALCULATION SCHEDULE

DESCRIPTION	EXISTING (SF)	PROPOSED (SF)	TOTAL (SF)
1ST FLOOR:			
A/C AREA	1,993	3,104	5,097
POOL CABANA	423	N/A	423
PARKING GARAGE	473	424	897
MOTORCOURT	N/A	395	395
ENTRY PORCH	86	343	429
TERRACE	N/A	584	584
SIDE PORCH	N/A	79	79
TOTAL A/C AREA	2,416	3,214	5,520
TOTAL NON A/C AREA	473	424	897
TOTAL COVERED AREA	86	1,401	1,487
TOTAL GROSS AREA	**2,975**	**5,039**	**7,904**

DESIGN PARAMETERS

- FBC 2023, 8TH EDITION, CHAPTER 1609A-C -ASCE 7-22

- RISK CATEGORY OF BUILDING: II
- BASIC WIND SPEED = 175 MPH 3 SEC. GUST.
- WIND EXPOSURE = C
- BASIC VELOCITY PRESSURE = 30 PSF
- TOP CHORD DEAD LOAD = 15 PSF
- BOTTOM CHORD DEAD LOAD = 10 PSF
- ROOF LIVE LOAD = 30 PSF

- SOIL BEARING CAPACITY = 2500 PSF (MIN.)
- BUILDING DESIGN AS: ENCLOSED
- INTERNAL PRESSURE COEFFICIENT = +/- 0.18

- MEAN ROOF HEIGHT = 35'-0"

ARCHITECTURAL GENERAL NOTES

1. DO NOT SCALE DRAWINGS, USE DIMENSIONS, DIMENSIONS NOTED "AS REQUIRED", "VERIFY", MATCH EXISTING OR OTHER SIMILAR TERMS ARE TO BE VERIFIED BY THE CONTRACTOR.
NOTIFY ARCHITECT OR DISCREPANCIES OBTAIN CLARIFICATION FROM ARCHITECT BEFORE PROCEEDING.
2. "ALIGN" MEANS TO ALIGN FINISH MATERIALS INDICATED.
3. PARTITIONS ARE DIMENSIONED TO FACE OF METAL STUDS OR MASONRY, UNLESS NOTED.
OTHERWISE, REFER TO PARTITION SCHEDULE FOR PARTITION THICKNESS.
4. MASONRY UNIT SIZE AND DIMENSION ARE "ACTUAL", UNLESS NOTED OTHERWISE.
5. FLOOR ELEVATIONS INDICATED ARE TO TOP OF CONCRETE SLAB, UNLESS NOTED OTHERWISE.
6. SHEET METAL DETAIL REFERENCES ARE TO SMACNA PLATES/FIGURES, 7TH EDITION, 2012.CORRESPONDING CONDITIONS FROM CURRENT SMACNA EDITION ARE ACCEPTABLE.

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ANDRE TEJERA AMADOR, AIA, NCARB
FLORIDA LICENSE #AR102452

REVISIONS

#	DESCRIPTION	DATE

PROJECT NUMBER: 20250506

ISSUE DATE: 10/16/2025

DRAWN BY: A.T.

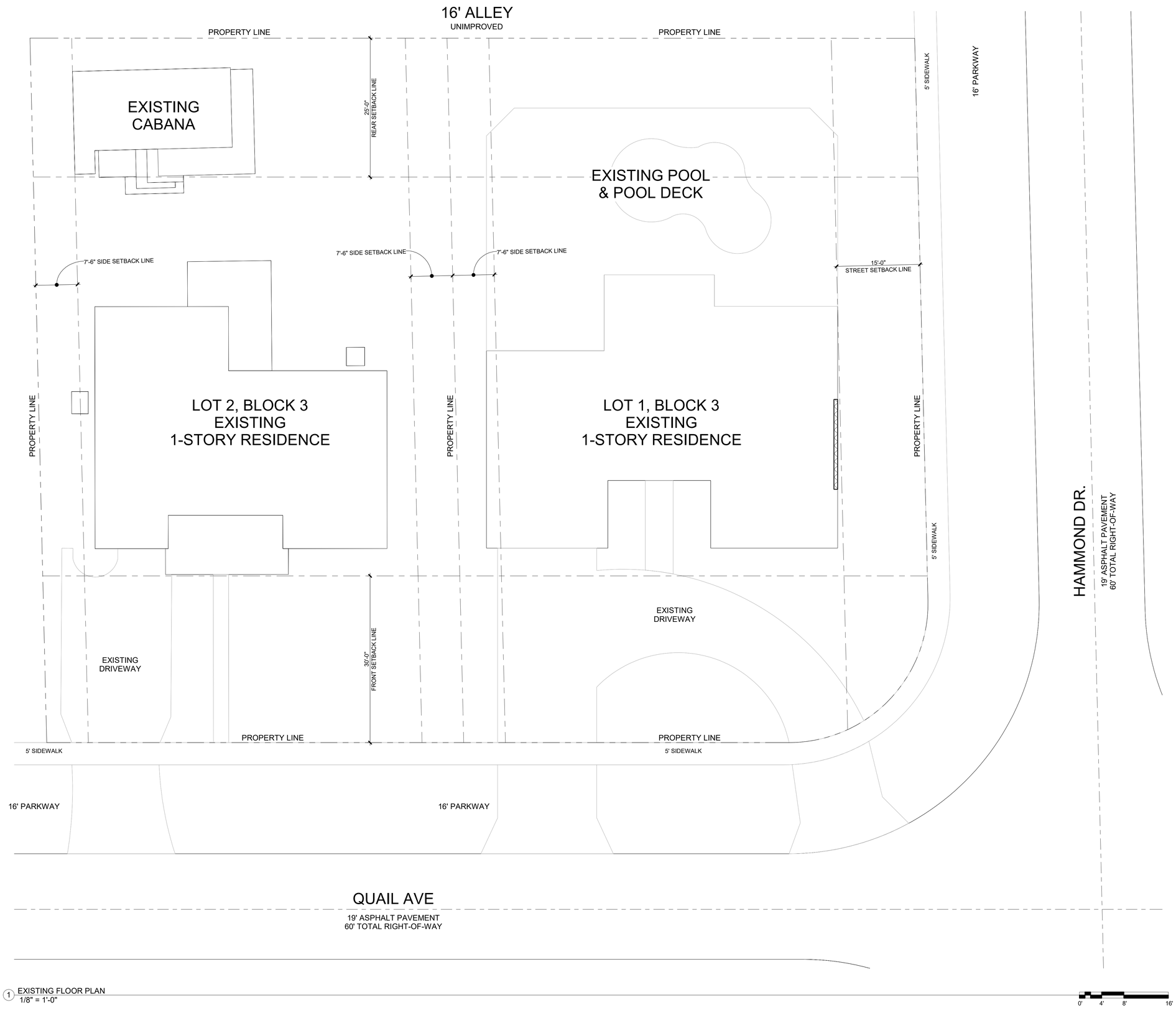
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SCALE: As indicated

SITE PLAN

A-002

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1 EXISTING FLOOR PLAN
1/8" = 1'-0"

0' 4' 8' 16'

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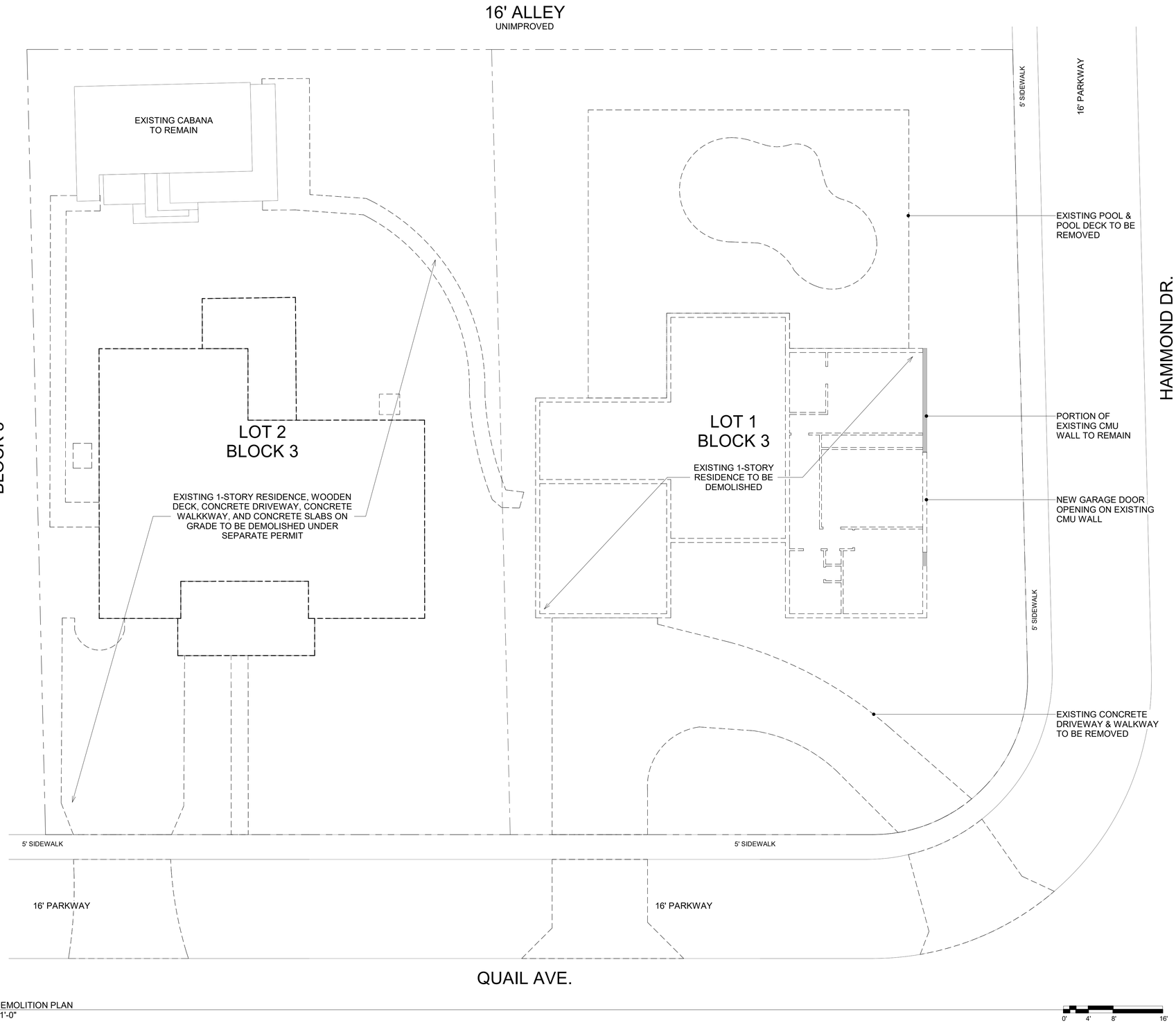
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CHECKED BY: A.T.

SCALE: 1/8" = 1'-0"

EXISTING FLOOR PLAN

EX-101



1 SITE DEMOLITION PLAN
1/8" = 1'-0"

0' 4' 8' 16'

DEMOLITION NOTES:

1. DOTTED LINES DENOTES ITEMS BEING REMOVED. COOR. WITH NEW PLAN FOR EXTENT OF DEMO.

2. GENERAL CONTRACTOR SHALL PROVIDE ALL SHORING AND BRACING PRIOR TO ANY DEMOLITION, OF THE PORTION OF THE STRUCTURE.

3. GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS IN THE FIELD AND COORDINATE THE DEMO. PLAN WITH THE NEW LAY OUT IN ORDER TO DETERMINE THE EXTENT OF DEMOLITION AND ADVISE THE ARCHITECT OF ANY DISCREPANCY PRIOR TO ANY DEMOLITION OR CONSTRUCTION.

4. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS TAKE PRECEDENCE.

5. GENERAL CONTRACTOR TO PERFORM ALL WORK ACCORDING TO ALL APPLICABLE CODES AND AS PER MANUFACTURER'S WRITTEN SPECIFICATIONS.

6. GENERAL CONTRACTOR SHALL PATCH AND REPAIR ALL DISTURBED AREAS AS PER CODE TO MATCH EXISTING ADJACENT FINISHES.

7. ALL LUMBER IN CONTACT WITH CONCRETE SHALL BE PRESSURE TREATED.

8. REMOVED ELEC. FIX. SHALL BE CAPED OFF AND MADE SAFE. ALL WORK SHALL BE DONE AS PER LOCAL CODE.

9. FOR MODIFICATION TO A/C, SEE A/C PLAN BY OTHERS.

10. REMOVED PLUM. FIX. SHALL BE CAPED OFF AND MADE SAFE. ALL WORK SHALL BE DONE AS PER LOCAL CODE.

11. ALL AREAS HAVING PORTION OF WALLS, FLOORS, AND CEILINGS REMOVED SHALL BE PATCHED AND FINISHED TO MATCH EXIST. MATERIALS AND CONDITIONS. EXISTING SURFACES SHALL BE PREPARED TO RECEIVE NEW FINISHES AS INDICATED ON TYPICAL WALL SECTION, TYP. PARTITION DETAILS, ETC.

12. ALL ITEMS DETERMINED BY OWNER TO BE SALVAGEABLE SHALL BE REMOVED PRIOR TO START OF DEMOLITION. SEE OWNER FOR STORAGE.

13. REMOVAL OF ANY PORTION OF WALL, FLOOR, OR CEILING WHICH CONTAIN ELECTRICAL, HVAC OR PLUMBING SHALL HAVE SUCH ITEMS REROUTED OR REESTABLISHED AS PER ELECTRICAL, HVAC, OR PLUMBING PLANS PROVIDED, SEE CONSTRUCTION DOCUMENTS.

14. NEIGHBORING EXISTING STRUCTURES AROUND THE BUILDING UNDER DEMOLITION ARE TO BE SURVEYED FOR ANY EXISTING CRACKS IN THE STRUCTURAL ELEMENTS, AND NEIGHBORS ARE TO BE NOTIFIED.

15. GC. AND ALL TRADES INVOLVED IN THE PROJECT SHALL SURVEY THE EXIST. CONDITIONS PRIOR TO ANY WORK AND BE FAMILIAR WITH THE EXTENT OF WORK AND ALL NECESSARY STEPS IN ORDER TO COMPLETE THE PROJECT.

DEMOLITION KEY NOTES

NO.	DESCRIPTION
D1	REMOVE STRUCTURAL COLUMN / PILLAR/ STAIR
D2	REMOVE CMU / BEARING WALL
D3	REMOVE INTERIOR PARTITION WALL
D4	REMOVE / MODIFY ROOF STRUCTURE
D5	REMOVE / MODIFY FLOOR STRUCTURE
D6	REMOVE SOFFIT / BEAM
D7	REMOVE DOOR
D8	REMOVE WINDOW
D9	REMOVE FLOOR COVERING
D10	REMOVE CEILING AND ATTACHED COMPONENTS
D11	REMOVE BUILT-IN / CABINETRY
D12	REMOVE APPLIANCE
D13	REMOVE ELECTRICAL FIXTURES
D14	REMOVE PLUMBING FIXTURE
D15	REMOVE HVAC DUCTS & RELATED COMPONENTS

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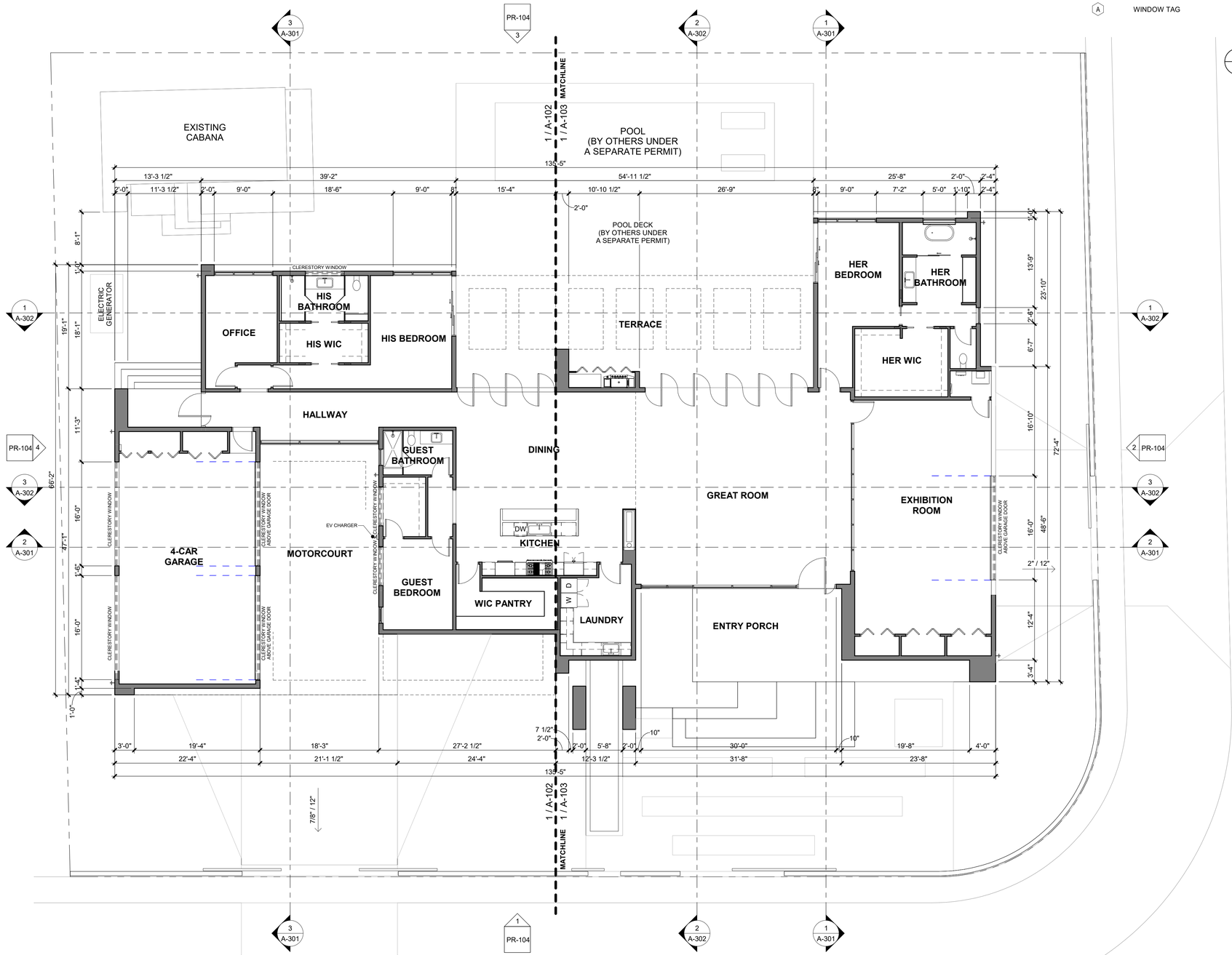
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SCALE: As indicated

DEMOLITION PLAN

D-101

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1 OVERALL FLOOR PLAN
1/8" = 1'-0"

0' 4' 8' 16'

LEGEND

- EXISTING WALL / PARTITION
- NEW CMU WALL
- NEW INSULATED BEARING WALL
- NEW PARTITION WALL
- 101 DOOR TAG
- A WINDOW TAG

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE FBC 8TH EDITION 2023 & LOCAL COUNTY MUNICODE , AND ANY MUNICIPAL & STATE AMENDMENTS AND NFPA 101. NOTHING CONTAINED IN SPECIFICATION OR SHOWN ON PLANS SHALL BE SO CONSTRUED AS TO CONFLICT WITH ANY LOCAL, MUNICIPAL OR STATE LAW OR REGULATIONS ARE HEREBY MADE PART OF THIS SPECIFICATION. THE REQUIREMENTS OF THIS SPECIFICATION AND THE PLANS ARE THE MINIMUM THAT WILL BE ACCEPTED. CONTRACTOR BEING REQUIRED TO MEET BUILDING AND FIRE DEPARTMENT REQUIREMENTS AS APPROVED BY THE OWNER.

2. ALL WORK SHALL BE ALIGNED AND POSITIONED IN ACCORDANCE WITH PLAN DIMENSIONS WITH ALL SCALE DIMENSIONS BEING VERIFIED PRIOR TO USE. THESE DRAWINGS ARE GENERIC AND ALL MATERIALS, DOORS, WINDOWS, FIXTURES, FINISHES, LANDSCAPE, AND ETC. IS TO BE SELECTED AND APPROVED BY THE OWNER.

3. ALL WOOD IN CONTACT WITH MASONRY, CONCRETE OR STEEL SHALL BE PRESSURE TREATED.

4. GENERAL CONTRACTOR AND OWNER SHALL REPORT ALL IRREGULARITIES AND DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH WORK.

5. ALL WINDOW AND DOOR OPENING DIMENSIONS SHALL BE VERIFIED WITH WINDOWS AND DOORS SUPPLIER. PROVIDE PRODUCT APPROVAL AND/OR SHOP DRAWINGS AS REQ'D.

6. ANY BLOCKING, NAIL'S, FLASHING OR OTHER REQUIRED FRAMING MATERIAL SHALL BE INSTALLED AS REQUIRED AS IF THEY WERE ORIGINALLY DETAILED.

7. THE CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION. THE ARCHITECT'S PERIODIC VISITS TO THE SITE SHALL NOT RELIEVE THE CONTRACTOR OF TOTAL RESPONSIBILITY AND HE SHALL IN ANY EVENT HOLD THE ARCHITECT HARMLESS FOR ALL LITIGATION ARISING FROM INJURY.

8. ALL STUCCO, METAL LATH, AND DRYWALL WORK SHALL MAINTAIN THE STANDARDS AS OUTLINED IN THE U.S. GYPSUM CONSTRUCTION HANDBOOK; ESPECIALLY IN REGARDS TO ACCESSORY PRODUCTS, SUCH AS, CONTROL AND EXPANSION JOINTS. CONSULT WITH THE ARCHITECT PRIOR TO INSTALLATION.

9. CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH EXISTING SITE CONDITIONS.

10. ALL WORK BY ALL TRADES SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, STANDARDS, OR RESTRICTIONS, WHETHER INDICATED ON PLANS OR NOT.

11. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ROUGH OPENINGS PRIOR TO CONSTRUCTION. USE FIGURED DIMENSIONS ONLY. DO NOT SCALE DRAWINGS.

12. ALL DIMENSIONS, WINDOW AND DOOR OPENINGS ARE NOMINAL. FIELD VERIFY ROUGH OPENINGS AND VERIFY W/ PRODUCT APPROVAL AND SHOP DRAWINGS.

13. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING ENERGY CODE AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THE CODE.

14. ALL SECTIONS, DETAILS, AND NOTES SHOWN ON THESE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS UNLESS OTHERWISE NOTED.

FLOOR PLAN NOTES

1. SEE FOUNDATION PLAN FOR SLAB STEPS, SLOPES, & FOR COLUMNS, FILLED BLOCK CELLS, ETC.

2. VERIFY ALL MASONRY & WOOD FRAME OPENING SIZES TO FIT DOORS & WINDOWS BEFORE CONSTRUCTION - NOTIFY ARCHITECT IF A CONFLICT EXISTS.

3. USE WATER-RESISTANT GYPSUM BOARD IN ALL BATHROOMS, KITCHENS & OTHER INTERIOR WET AREAS.

4. PROVIDE WOOD BACKING BEHIND WALL MOUNTED CABINETS, SHELVES, BATH ACCESSORIES, ETC.

5. ALL ATTIC SPACES AND SPACES ABOVE CEILING SHALL BE DIVIDED INTO HORIZONTAL AREAS NOT TO EXCEED 3,000 S.F. BY DRAFT STOPS. PROVIDE A 22"x36" (MIN) ATTIC ACCESS INTO EACH SPACE DIVIDED BY A DRAFTSTOP.
(SEE DETAIL SHEET)

6. ALL INTERIOR FINISHES (FLOORING, CABINETRY, FIXTURES, APPLIANCES, FURNITURE, ETC.) TO BE SELECTED BY THE OWNER.

7. SHOWER COMPARTMENTS SHALL HAVE NOT LESS THAN 900 SQUARE INCHES OF INTERIOR CROSS-SECTIONAL AREA. SHOWER COMPARTMENTS SHALL BE NOT LESS THAN 30 INCHES IN MINIMUM DIMENSION MEASURED FROM THE
FINISHED INTERIOR DIMENSION OF THE SHOWER COMPARTMENT, EXCLUSIVE OF FIXTURE VALVES, SHOWER HEADS, SOAP DISHES, AND SAFETY GRAB BARS OR RAILS PER FBC R307.1.

GYPSUM BOARD NOTES

WALLS:

1. NON-RATED PARTITIONS SHALL HAVE 5/8" THICK GYPSUM BOARD ON EACH SIDE OF 3 5/8" METAL STUDS AT 16" ON CENTER AND/OR 2X WOOD STUDS AT 24" ON CENTER.

2. -FIRE RATED NON-BEARING PARTITIONS SHALL HAVE 5/8" TYPE "X" GYPSUM BOARD ON EACH SIDE OF 3 5/8" (OR AS INDICATED ON PLAN) METAL STUDS AT 16" ON CENTER WITH R-11 FIBERGLASS INSULATION BETWEEN.

3. BEARING PARTITIONS SHALL HAVE 5/8" TYPE "X" GYPSUM BOARD EACH SIDE OF 2X WOOD STUDS AT 16" ON CENTER. STORAGE AREAS UNDER STAIRS SHALL HAVE 2 LAYERS OF 5/8" TYPE "X" GYPSUM BOARD SECURED TO THE WALLS OF THE STORAGE AREA.

CEILINGS:

1. GARAGE CEILINGS SHALL HAVE 5/8" TYPE "X" GYPSUM BOARD SECURE TO SECONDARY FRAMING OR TO BOTTOM OF TRUSSES.

2. CEILING AFFIXED TO WOOD ROOF TRUSSES AT 24" ON CENTER SHALL BE 5/8" GYPSUM BOARD.

3. CEILING AFFIXED TO WOOD FLOOR TRUSSES SHALL BE 5/8" GYPSUM BOARD ON 1X WOOD LEVELERS.

4. CEILINGS OF STORAGE AREAS UNDER STAIRS SHALL HAVE 2 LAYERS OF 5/8" TYPE "X" GYPSUM WITH FURRING AT 16" O.C. SECURED TO THE UNDERSIDE OF THE STAIR.

(NOT ALL NOTES ARE SPECIFIC TO THIS JOB).

FLAME SPREAD & SMOKE DEVELOPED INDEX NOTES

1. WALL AND CEILING FINISHES FLAME SPREAD INDEX SHALL NOT EXCEED 200 AND A SMOKE-DEVELOPED INDEX NOT TO EXCEED 450 PER FBC R302.9.1 AND 302.9.2.

2. INSULATIONS FLAME SPREAD INDEX SHALL NOT EXCEED 25 AND A SMOKEDEVELOPED INDEX NOT TO EXCEED 450 PER FBC R302.10.

3. PER FBC R302.9.3 TESTS SHALL BE MADE IN ACCORDANCE WITH ASTM E84 OR UL 723.

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ANDRE TEJERA AMADOR, AIA, NCARB
FLORIDA LICENSE #AR102452

REVISIONS

#	DESCRIPTION	DATE

PROJECT NUMBER: 20250506

ISSUE DATE: 10/16/2025

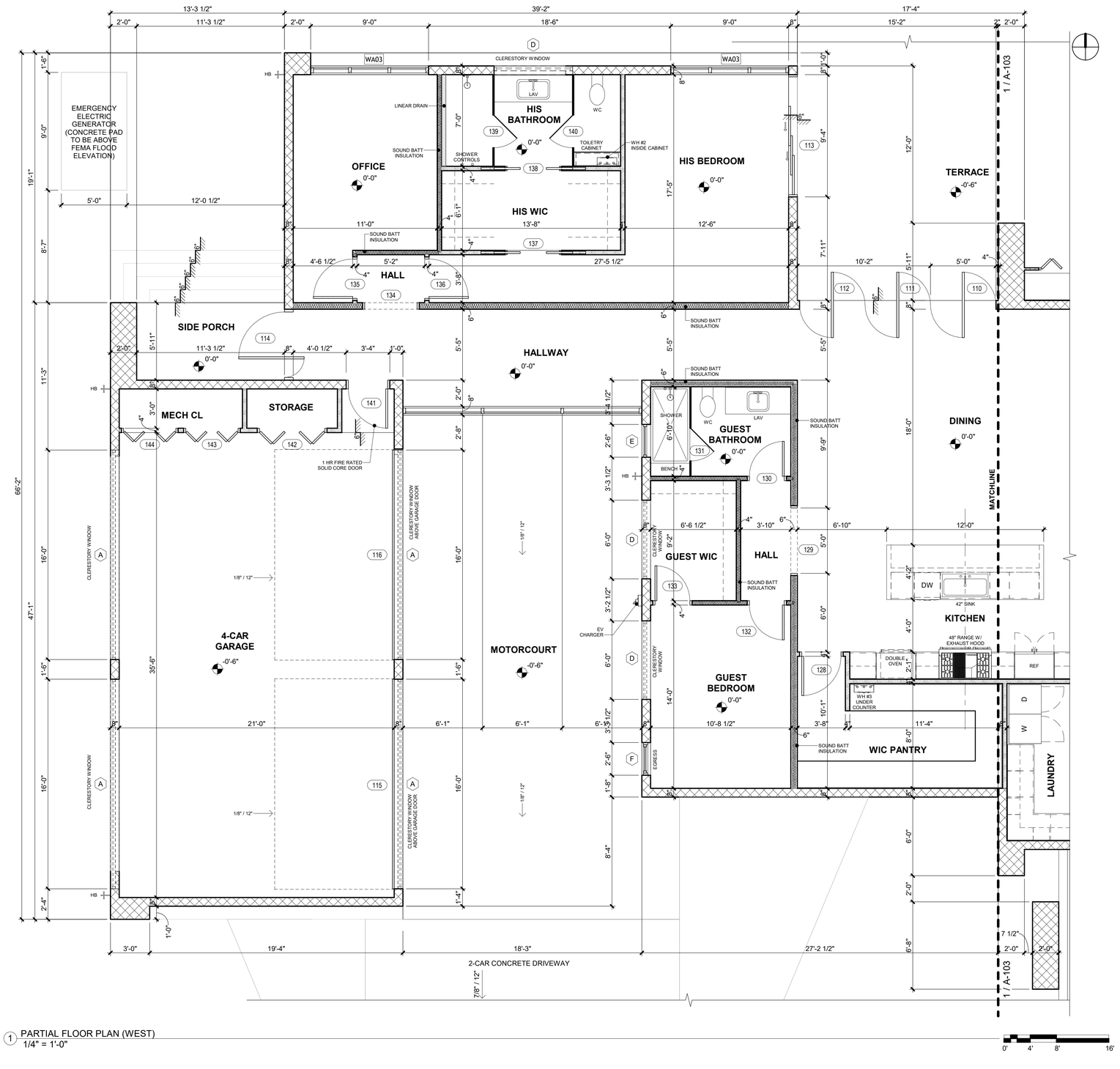
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CHECKED BY: A.T.

SCALE: As indicated

OVERALL FLOOR PLAN

A-101



1 PARTIAL FLOOR PLAN (WEST)
1/4" = 1'-0"

GENERAL NOTES

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2. ALL WORK SHALL BE ALIGNED AND POSITIONED IN ACCORDANCE WITH PLAN DIMENSIONS WITH ALL SCALE DIMENSIONS BEING VERIFIED PRIOR TO USE. THESE DRAWINGS ARE GENERIC AND ALL MATERIALS, DOORS, WINDOWS, FIXTURES, FINISHES, LANDSCAPE, AND ETC. IS TO BE SELECTED AND APPROVED BY THE OWNER.

3. ALL WOOD IN CONTACT WITH MASONRY, CONCRETE OR STEEL SHALL BE PRESSURE TREATED.

4. GENERAL CONTRACTOR AND OWNER SHALL REPORT ALL IRREGULARITIES AND DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH WORK.

5. ALL WINDOW AND DOOR OPENING DIMENSIONS SHALL BE VERIFIED WITH WINDOWS AND DOORS SUPPLIER. PROVIDE PRODUCT APPROVAL AND/OR SHOP DRAWINGS AS REQ'D.

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1. SEE FOUNDATION PLAN FOR SLAB STEPS, SLOPES, & FOR COLUMNS, FILLED BLOCK CELLS, ETC.

2. VERIFY ALL MASONRY & WOOD FRAME OPENING SIZES TO FIT DOORS & WINDOWS BEFORE CONSTRUCTION - NOTIFY ARCHITECT IF A CONFLICT EXISTS.

3. USE WATER-RESISTANT GYPSUM BOARD IN ALL BATHROOMS, KITCHENS & OTHER INTERIOR WET AREAS.

4. PROVIDE WOOD BACKING BEHIND WALL MOUNTED CABINETS, SHELVES, BATH ACCESSORIES, ETC.

5. ALL ATTIC SPACES AND SPACES ABOVE CEILING SHALL BE DIVIDED INTO HORIZONTAL AREAS NOT TO EXCEED 3,000 S.F. BY DRAFT STOPS. PROVIDE A 22"x36" (MIN) ATTIC ACCESS INTO EACH SPACE DIVIDED BY A DRAFTSTOP.
(SEE DETAIL SHEET)

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GYPSUM BOARD NOTES

WALLS:

1. NON-RATED PARTITIONS SHALL HAVE 5/8" THICK GYPSUM BOARD ON EACH SIDE OF 3 5/8" METAL STUDS AT 16" ON CENTER AND/OR 2X WOOD STUDS AT 24" ON CENTER.

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2. INSULATIONS FLAME SPREAD INDEX SHALL NOT EXCEED 25 AND A SMOKEDEVELOPED INDEX NOT TO EXCEED 450 PER FBC R302.10.

3. PER FBC R302.9.3 TESTS SHALL BE MADE IN ACCORDANCE WITH ASTM E84 OR UL 723.

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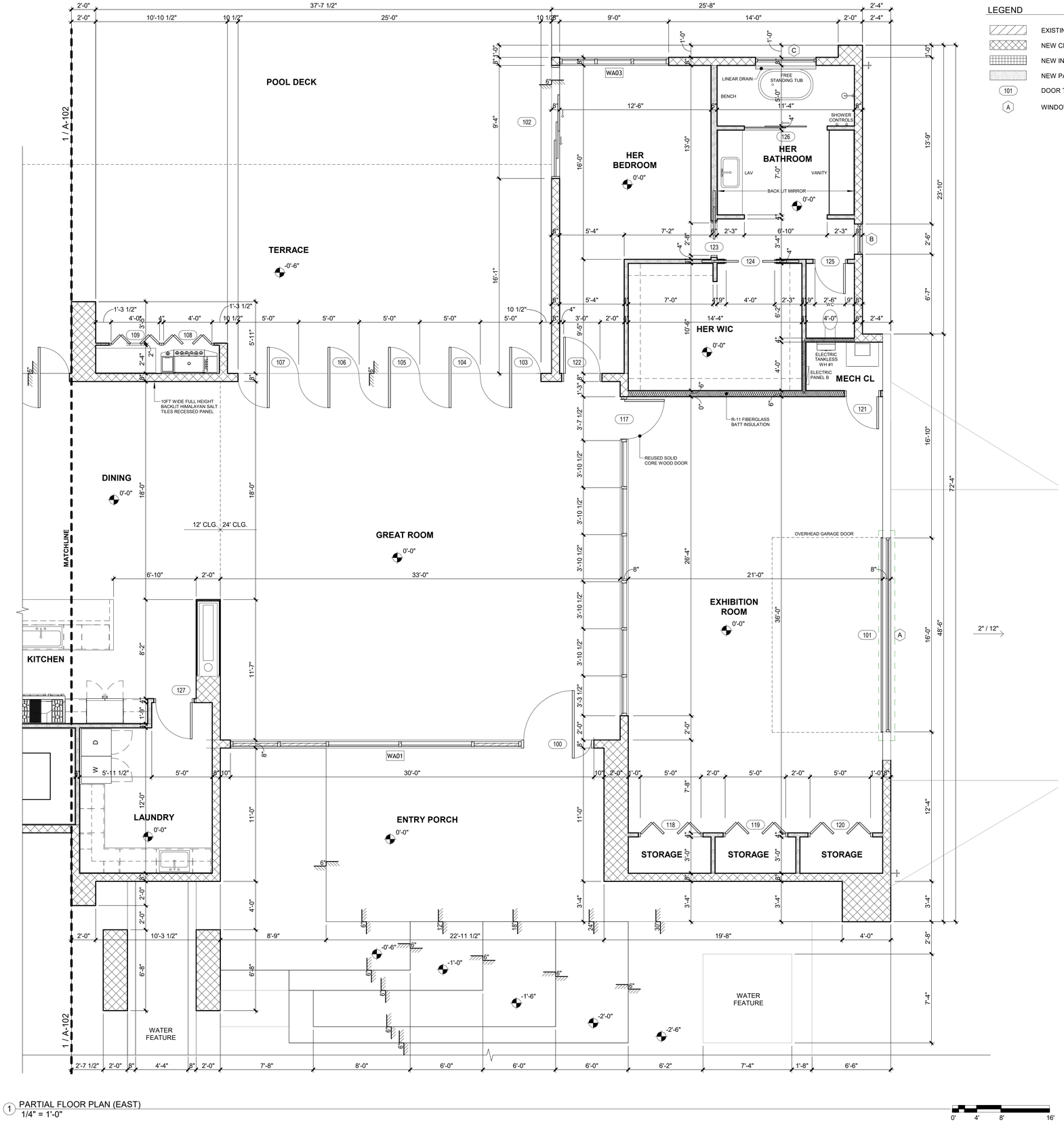
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CHECKED BY: A.T.

SCALE: 1/4" = 1'-0"

A-102

PARTIAL FLOOR PLAN (WEST)



1 PARTIAL FLOOR PLAN (EAST)
1/4" = 1'-0"

0' 4' 8' 16'

LEGEND

- EXISTING WALL / PARTITION
- NEW CMU WALL
- NEW INSULATED BEARING WALL
- NEW PARTITION WALL
- 101 DOOR TAG
- A WINDOW TAG

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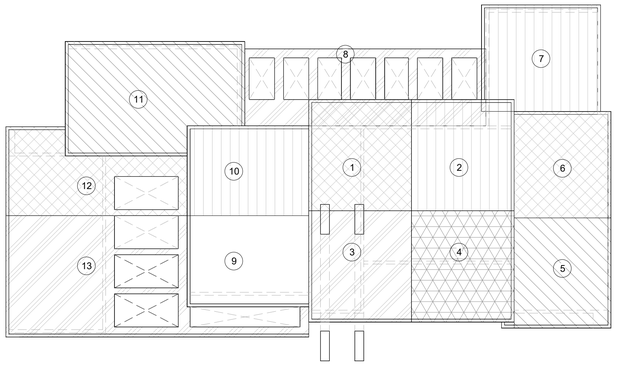
DRAWN BY: A.T.

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SCALE: 1/4" = 1'-0"

A-103

PARTIAL FLOOR PLAN (EAST)



ROOF DRAINAGE DIAGRAM

TABLE 1106.2

STORM DRAIN PIPE SIZING

PIPE SIZE (inches)	CAPACITY (gpm)				
	VERTICAL DRAIN	SLOPE OF HORIZONTAL DRAIN			
		1/16 inch per foot	1/8 inch per foot	1/4 inch per foot	1/2 inch per foot
2	34	15	22	31	44
3	87	39	55	79	111
4	180	81	115	163	231
5	311	117	165	234	331
6	538	243	344	487	689
8	1,117	505	714	1,010	1,429
10	2,050	927	1,311	1,855	2,623
12	3,272	1,480	2,093	2,960	4,187
15	5,543	2,508	3,546	5,016	7,093

TABLE 1106.3

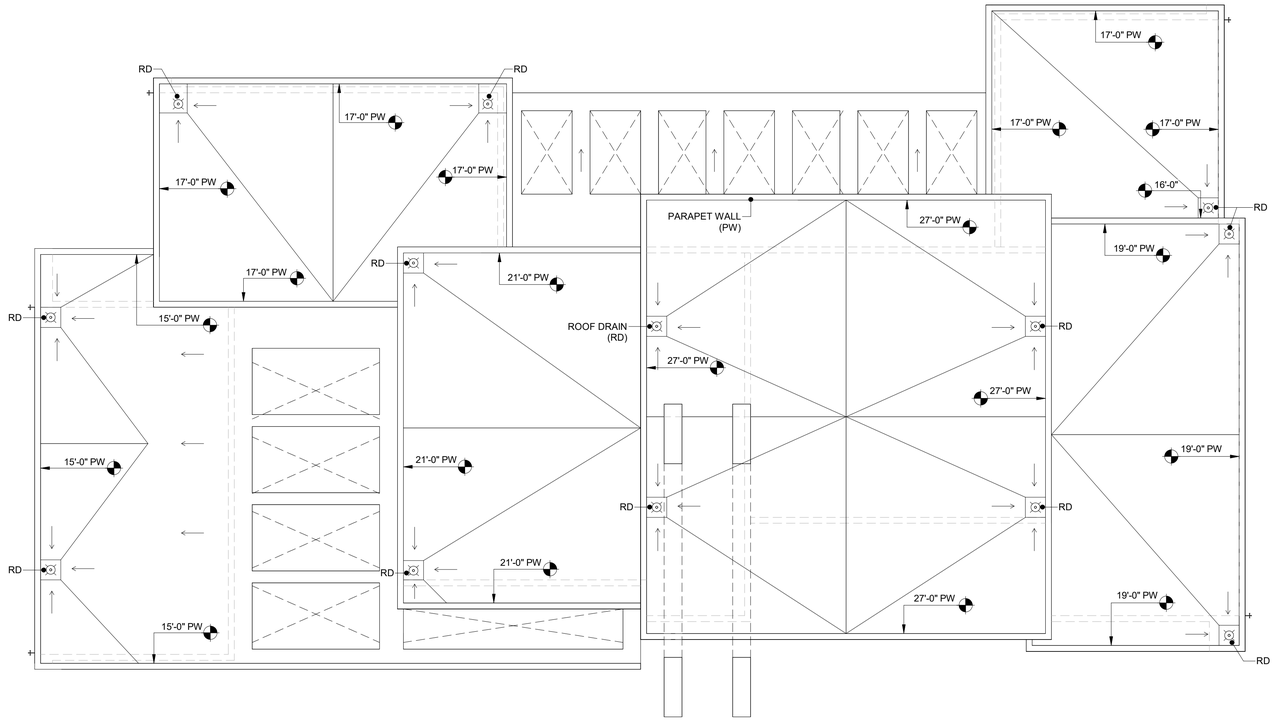
VERTICAL LEADER SIZING

SIZE OF LEADER (inches)	CAPACITY (gpm)
2	30
2 × 2	30
1 1/2 × 2 1/2	30
2 1/2	54
2 1/2 × 2 1/2	54
3	92
2 × 4	92
2 1/2 × 3	92
4	192
3 × 4 1/4	192
3 1/2 × 4	192
5	360
4 × 5	360
4 1/2 × 4 1/2	360
6	563
5 × 6	563
5 1/2 × 5 1/2	563
8	1208
6 × 8	1208

TABLE 1106.6

HORIZONTAL GUTTER SIZING

GUTTER DIMENSIONS[a] (inches)	SLOPE (inch per foot)	CAPACITY (gpm)
1 1/2 × 2 1/2	1/4	26
1 1/2 × 2 1/2	1/2	40
4	1/8	39
2 1/4 × 3	1/4	55
2 1/4 × 3	1/2	87
5	1/8	74
4 × 2 1/2	1/4	106
3 × 3 1/2	1/2	156
6	1/8	110
3 × 5	1/4	157
3 × 5	1/2	225
8	1/16	172
8	1/8	247
4 1/2 × 6	1/4	348
4 1/2 × 6	1/2	494
10	1/16	331
10	1/8	472
5 × 8	1/4	651
4 × 10	1/2	1055



1 ROOF PLAN
1/8" = 1'-0"

ROOF STORM DRAINAGE CALCULATION

RUNOFF
Q=(C * I * A) / 96.23
WHERE
Q: STORM WATHER RUNOFF (GPM)
C: COEFICIENT OF RUNOFF
I: 100-YEAR, 1-HOUR RAINFALL (INCHES) EASTERN UNITED STATES
A= AREA OF DRAIN ZONE

ZONE	*C*	*I (IN/HOUR)*	*A (SF)*	*Q (GPM)*
1	1	4.5	573	**27**
2	1	4.5	573	**27**
3	1	4.5	573	**27**
4	1	4.5	573	**27**
5	1	4.5	534	**25**
6	1	4.5	516	**24**
7	1	4.5	636	**30**
8	1	4.5	567	**27**
9	1	4.5	551	**26**
10	1	4.5	551	**26**
11	1	4.5	944	**44**
12	1	4.5	586	**27**
13	1	4.5	876	**41**

ACCORDING TO FBC 2023. CHAPTER 11. STORM DRAINAGE (TABLE 1106.6)
HORIZONTAL GUTTER SIZING (IF APPLICABLE)

ZONE	*Q (GPM)*	*MINIMUN GUTTER SIZE – (GUTTER SLOPE 1/8 IN X FOOT)*	*PROPOSED GUTTER SIZE*
1	27	*5″*	*6″*
2	27	*5″*	*6″*
3	27	*5″*	*6″*
4	27	*5″*	*6″*
5	25	*5″*	*6″*
6	24	*5″*	*6″*
7	30	*5″*	*6″*
8	27	*5″*	*6″*
9	26	*5″*	*6″*
10	26	*5″*	*6″*
11	44	*5″*	*6″*
12	27	*5″*	*6″*
13	41	*5″*	*6″*

ACCORDING TO FBC 2023. CHAPTER 11. STORM DRAINAGE (TABLE 1106.3)
VERTICAL LEADER SIZING

ZONE	*Q (GPM)*	*MINIMUN LEADER SIZE*	*AMOUNT*	*PROPOSED LEADER SIZE*
1	27	*2″*	*1*	*6″*
2	27	*2″*	*1*	*6″*
3	27	*2″*	*1*	*6″*
4	27	*2″*	*1*	*6″*
5	25	*2″*	*1*	*6″*
6	24	*2″*	*1*	*6″*
7	30	*2″*	*1*	*6″*
8	27	*2″*	*1*	*6″*
9	26	*2″*	*1*	*6″*
10	26	*2″*	*1*	*6″*
11	44	*2″*	*1*	*6″*
12	27	*2″*	*1*	*6″*
13	41	*2″*	*1*	*6″*

COLECTING ROOF DRAINAGE IN THE FRONT AREAS PARAPETS. FBC 2023 TABLE 1106.2

ZONE	*TOTAL Q (GPM)*	MIN. HORIZONTAL DRAIN PIPE (1/8″ PER FOOT)	MIN. VERTICAL DRAIN	PROPOSED PIPE SIZE
1	27	2″	2″	6″
2	27	2″	2″	6″
3	27	2″	2″	6″
4	27	2″	2″	6″
5	25	2″	2″	6″
6	24	2″	2″	6″
7	30	2″	2″	6″
8	27	2″	2″	6″
9	26	2″	2″	6″
10	26	2″	2″	6″
11	44	2″	2″	6″
12	27	2″	2″	6″
13	41	2″	2″	6″

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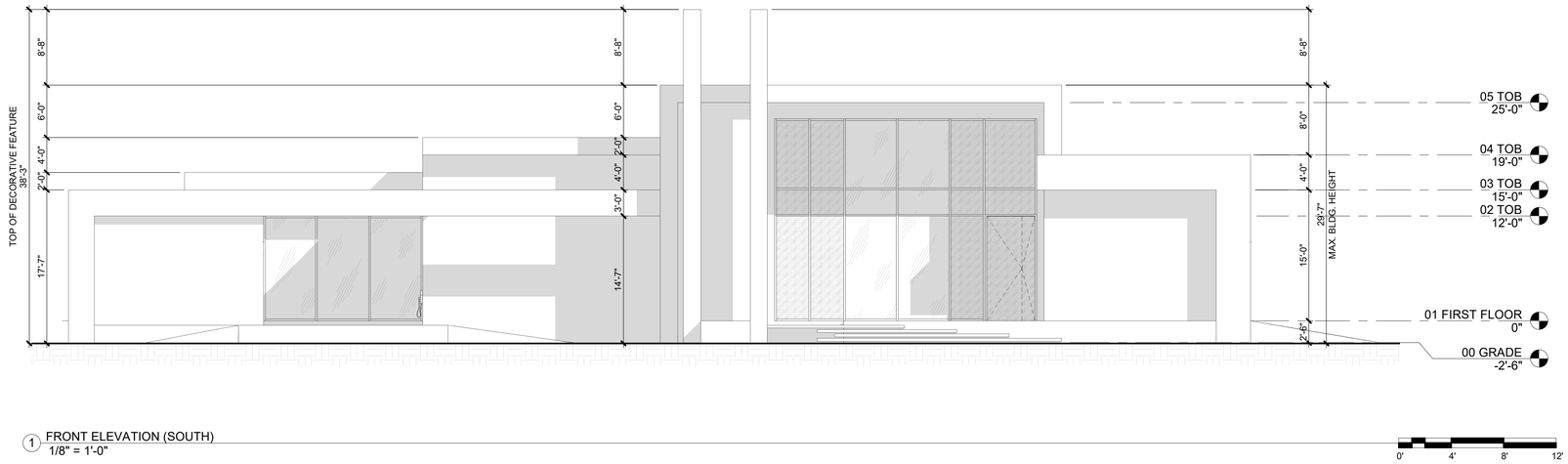
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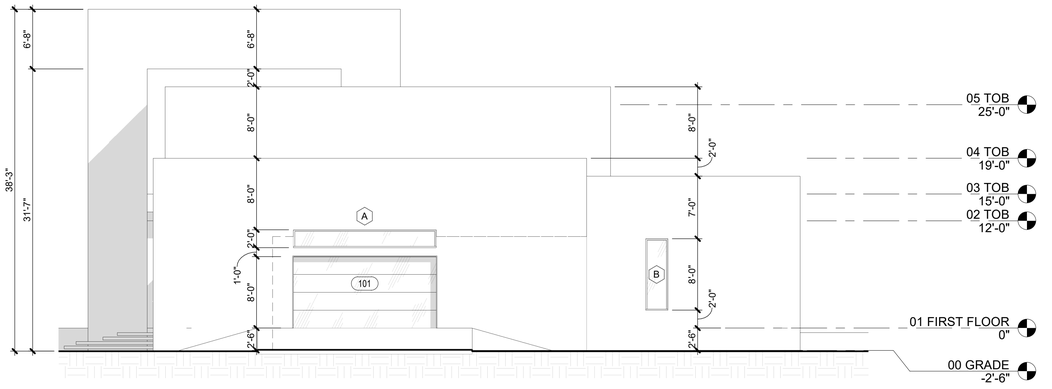
ROOF PLAN

A-104

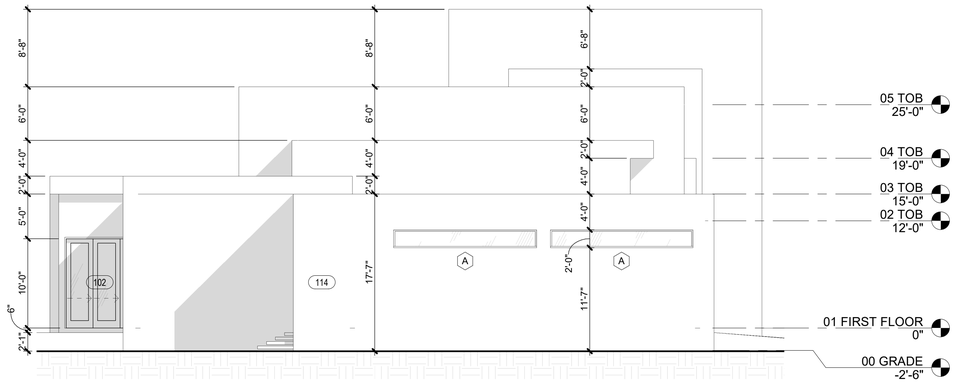
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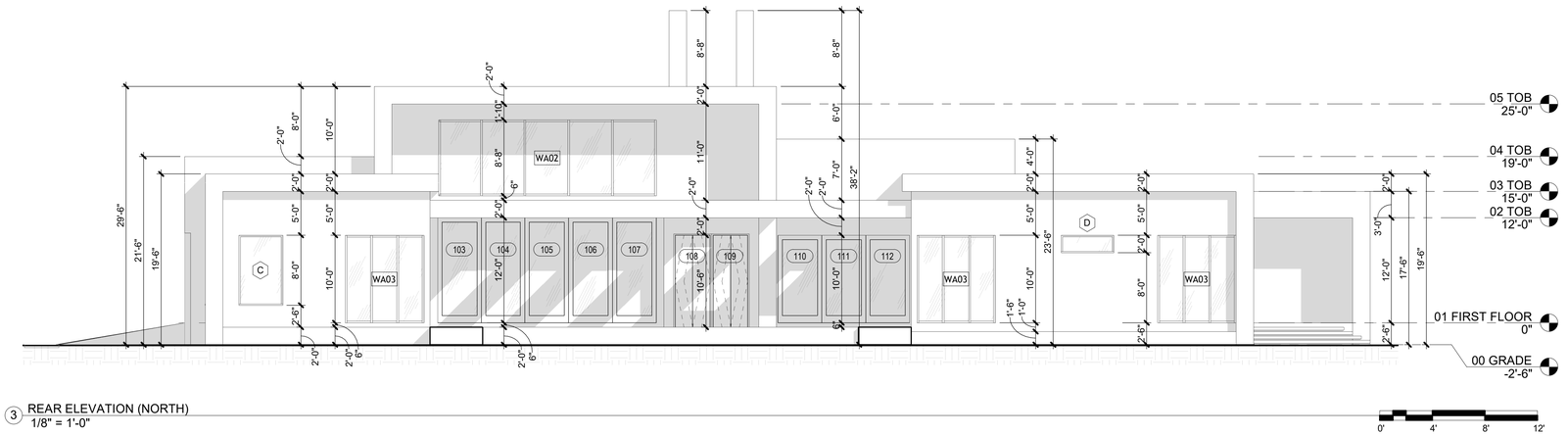
1 FRONT ELEVATION (SOUTH)
1/8" = 1'-0"



2 SIDE ELEVATION (EAST)
1/8" = 1'-0"



4 SIDE ELEVATION (WEST)
1/8" = 1'-0"



3 REAR ELEVATION (NORTH)
1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

BUILDING ELEVATIONS

Architectural Space
Architecture & Interior Design

Address: 6147 Hellman Ave. Fort Myers Florida 33905
Phone: (561) 251 3264 / 561 2010748 | Email: info@archspacefl.com

SUSI DUNN RESIDENCE

RESIDENTIAL ADDITION & RENOVATION

1101 QUAIL AVE.
MIAMI SPRINGS FLORIDA 33166

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ANDRE TEJERA AMADOR, AIA, NCARB

FLORIDA LICENSE #AR102452

REVISIONS

#	DESCRIPTION	DATE

PROJECT NUMBER: 20250506

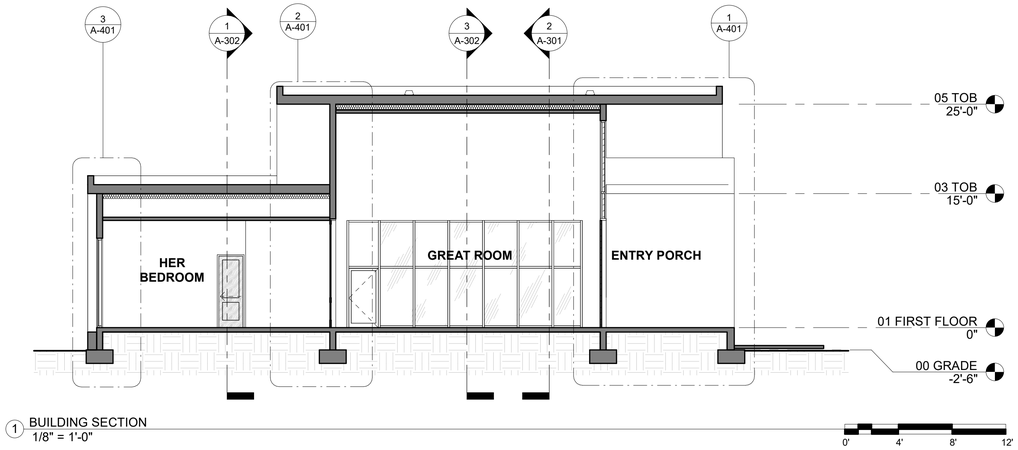
ISSUE DATE: 10/16/2025

DRAWN BY: A.T.

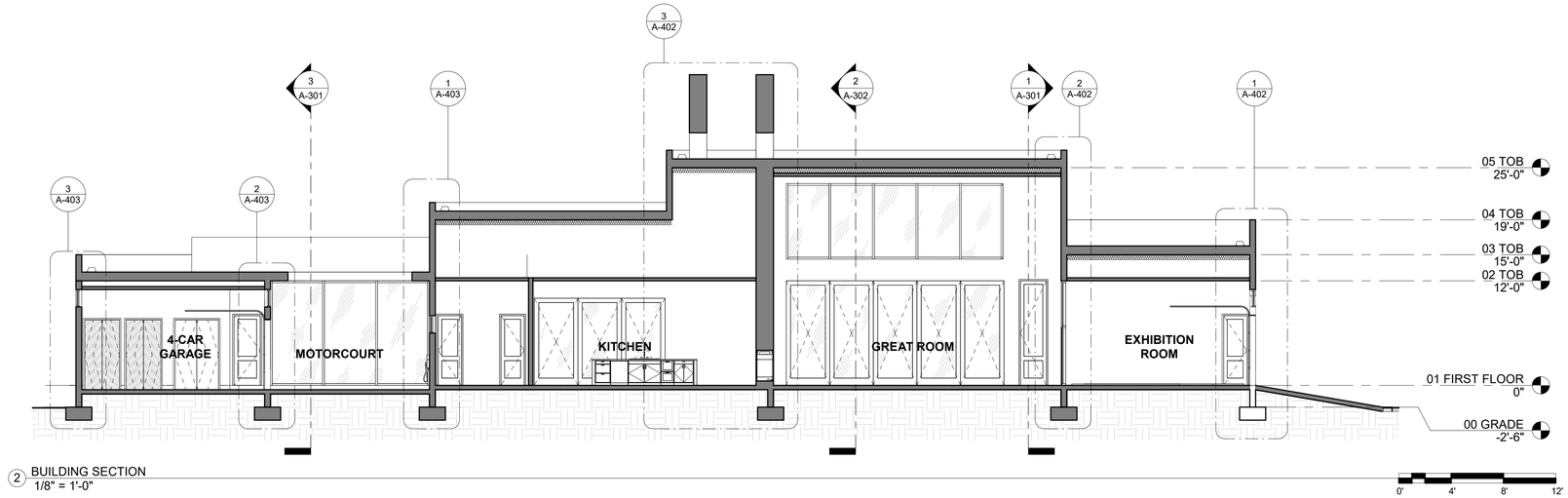
CHECKED BY: A.T.

SCALE: 1/8" = 1'-0"

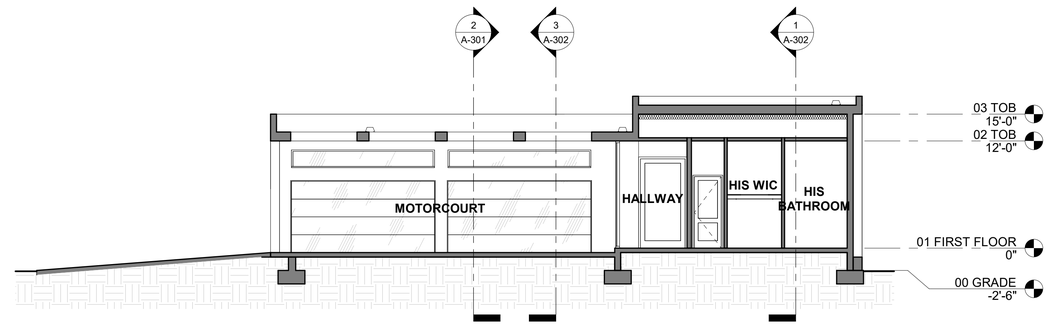
A-201



1 BUILDING SECTION
1/8" = 1'-0"



2 BUILDING SECTION
1/8" = 1'-0"



3 BUILDING SECTION
1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

SUSI DUNN RESIDENCE

RESIDENTIAL ADDITION & RENOVATION

1101 QUAIL AVE.
MIAMI SPRINGS FLORIDA 33166

Architectural Space
Architecture & Interior Design

Address: 6147 Hellman Ave. Fort Myers Florida 33905
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ANDRE TEJERA AMADOR, AIA, NCARB

FLORIDA LICENSE #AR102452

REVISIONS

#	DESCRIPTION	DATE

PROJECT NUMBER: 20250506

ISSUE DATE: 10/16/2025

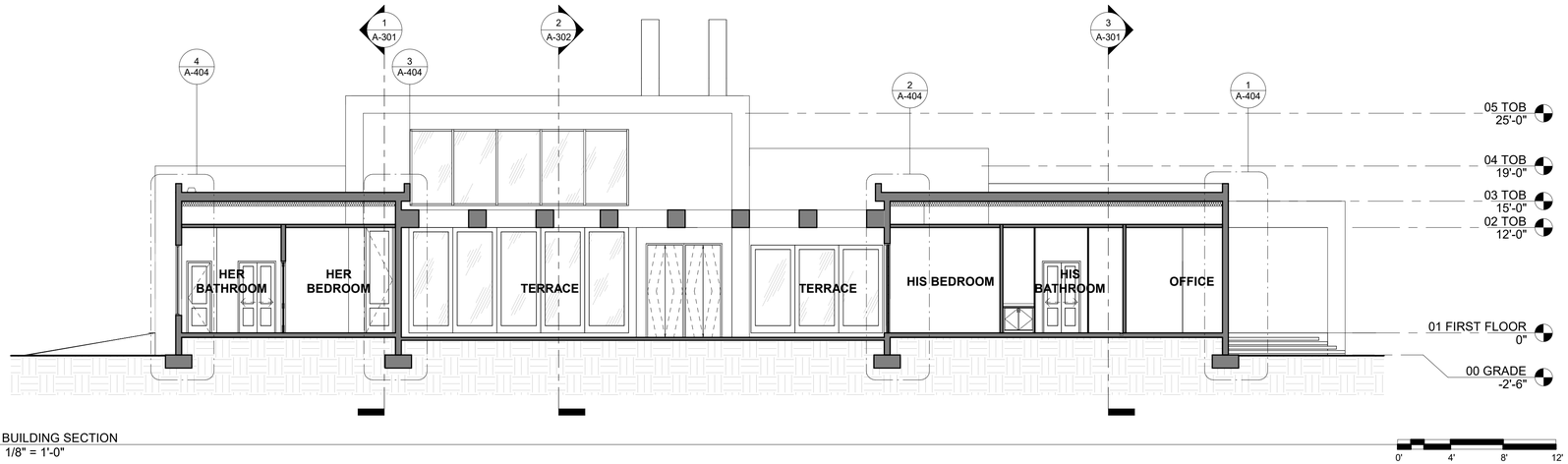
DRAWN BY: A.T.

CHECKED BY: A.T.

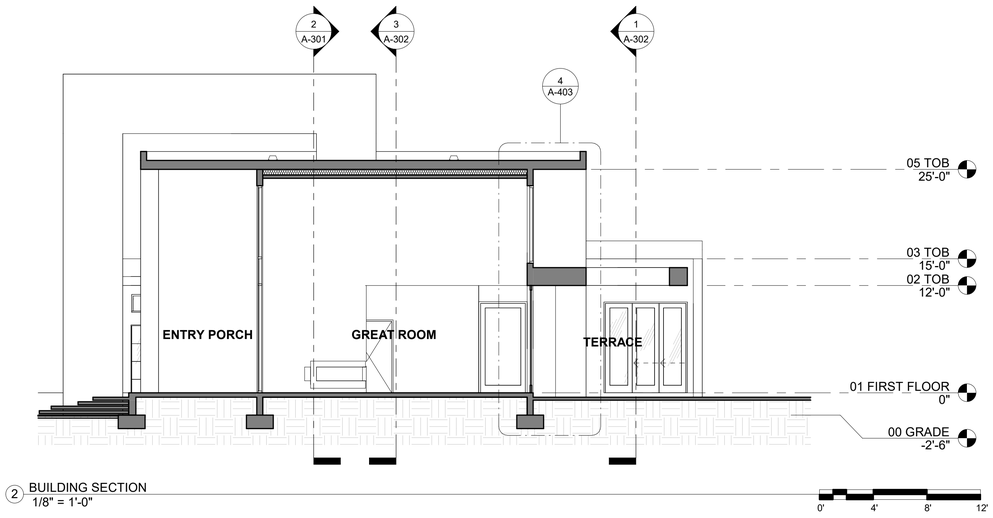
SCALE: 1/8" = 1'-0"

BUILDING SECTIONS

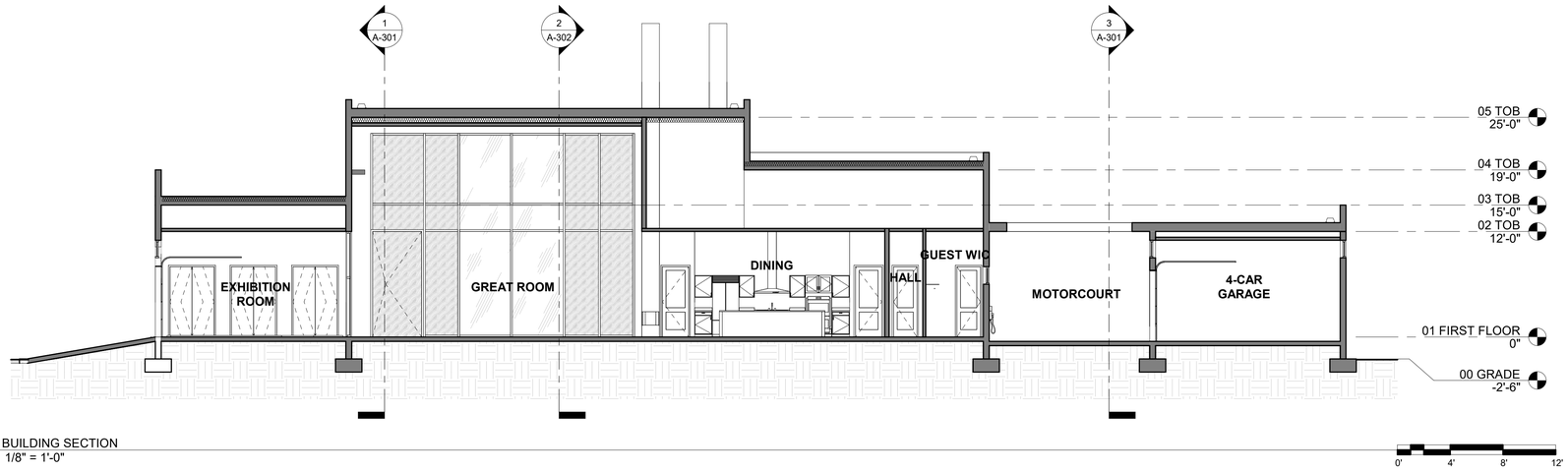
A-301



1 BUILDING SECTION
1/8" = 1'-0"



2 BUILDING SECTION
1/8" = 1'-0"



3 BUILDING SECTION
1/8" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

BUILDING SECTIONS

SUSI DUNN RESIDENCE

RESIDENTIAL ADDITION & RENOVATION

1101 QUAIL AVE.
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ANDRE TEJERA AMADOR, AIA, NCARB

FLORIDA LICENSE #AR102452

REVISIONS

#	DESCRIPTION	DATE

PROJECT NUMBER: 20250506

ISSUE DATE: 10/16/2025

DRAWN BY: A.T.

CHECKED BY: A.T.

SCALE: 1/8" = 1'-0"

A-302

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Prepared by and return to:
Michelle Parladé Corey, Esq.
Parladé Law Firm, P.A.
7050 SW 86 Avenue
Miami, FL 33143
Tel.: 305-595-2300

File No.: 3737-65

CERTIFICATION OF TRUST/AFFIDAVIT
(Section 736.1017, Florida Statutes)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared **LORETTA S. DUNN AND LOWELL S. DUNN II** ("**Affiants**" or "**Trustees**" as the context may provide), being by me first duly sworn, deposes and says, in compliance with Section 736.1017, Florida Statutes:

1. Affiants are Trustees of that certain trust called the **Betty L. Dunn Amended and Restated Trust** (the "**Trust**"), and in their capacity as such, have personal knowledge of the matters contained herein.

2. The Trust was entered into on October 31, 2006 and amended and restated on September 21, 2011, and is currently in existence.

3. The Trust remains in full force and effect.

4. The Settlor of the Trust is **BETTY L. DUNN, deceased.**

5. Affiants' address as Trustee is 8083 NW 103rd Street, Hialeah Gardens, FL 30016.

6. The Trust is irrevocable.

7. The Trust has three Co-Trustees, **LORETTA S. DUNN, LIZBETH D. ARENCIBIA, and LOWELL S. DUNN II.**

8. The Trust does not contain any powers of direction.

9. The act of the majority of the Trustees, or any two of them acting jointly, is required in order to exercise the powers of the Trustees including, but not limited to, the power to execute contracts, applications, and any other documents required for the management, purchase and/or sale of any asset in the Trust, and any person shall accept two of the Trustees' signatures on any document as binding the Trust.

10. Affiant hereby certifies that the Trust has not been revoked, modified or amended in any manner that would cause the representations contained in this certification of trust/affidavit to be incorrect.

11. Title to the Trust shall be held in the following manner: **LORETTA S. DUNN, LIZBETH D. ARENCIBIA and LOWELL S. DUNN II, as Co-Trustees of the Betty L. Dunn Amended and Restated Trust dated October 31, 2006** and/or **LORETTA S. DUNN, LIZBETH D. ARENCIBIA and LOWELL S. DUNN II, as Co-Trustees of the Betty L. Dunn Amended and Restated Trust dated September 21, 2011.**

Affiant:

LORETTA S. DUNN

LOWELL S. DUNN II

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 10 day of September, 2025 by **LORETTA S. DUNN and LOWELL S. DUNN II,** who are ☑ personally known to me or who have [ ] produced _____ and _____ as identification.

[Seal]

KATHY M. RANGEL
MY COMMISSION # HH 372226
EXPIRES: July 8, 2027

Notary Public - State of Florida

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AFFIRMING A RECOMMENDATION OF THE CITY'S BOARD OF ADJUSTMENT TO APPROVE WITH CONDITIONS A VARIANCE APPLICATION BY LORETTA S. DUNN-MOOREHEAD FOR THE PROPERTIES LOCATED AT 1101 AND 1121 QUAIL AVENUE (PROPERTY FOLIO NOS. 05-3013-037-0070 AND 05-3013-037-0080) TO PERMIT (i) A 15-FOOT FRONT YARD SETBACK WHERE A 30-FOOT FRONT YARD SETBACK IS REQUIRED AND (ii) A 7.5-FOOT REAR YARD SETBACK WHERE A 25-FOOT REAR YARD SETBACK IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR FINAL ORDER; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in Section 150-111 of the City of Miami Springs Code of Ordinances (the "Code"), Loretta S. Dunn-Moorehead (the "Applicant"), as co-trustee of the trust that owns for the properties located at 1101 Quail Avenue (Property Folio No. 05-3013-037-0070) and 1121 Quail Avenue (Property Folio No. 05-3013-037-0080), as identified in the legal description attached hereto as Exhibit "A" (collectively, the "Property"), has submitted a variance application (the "Application") for the Property to permit (i) a 15-foot front yard setback where a 30-foot front yard setback is required and (ii) a 7.5-foot rear yard setback where a 25-foot rear yard setback is required; and

WHEREAS, Section 150-111(B)(4) of the City Code provides that the City's Board of Adjustment ("Board") has, among other duties and powers, the ability to "authorize…in specific cases the variance from the terms of [Chapter 30 of the City Code] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of [Chapter 30 of the City Code] will result in unnecessary hardship, and so that the spirit of [Chapter 30 of the City Code] shall be observed and substantial justice done"; and

WHEREAS, City staff has reviewed the Application and recommends denial; and

WHEREAS, on November 17, 2025, after a duly noticed public hearing, the Board considered the presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and based upon competent

substantial evidence in the record, voted to recommend approval with conditions of the Application, subject to the conditions set forth and included below; and

WHEREAS, Section 150-113 of the City Code provides that all case recommendations of the Board shall be reviewed at the next regular City Council meeting following the rendering of the Board's case recommendation, at which time the City Council shall either affirm the Board's recommendation or request a further meeting to be conducted on the recommendation with the City Council sitting as a Board of Appeals; and

WHEREAS, Section 150-113 of the City Code further provides that a motion to affirm the case recommendation of the Board shall constitute final City Council action on each case unless an Appellant, as defined therein, files a written "notice of appeal" with the City Clerk within 10 business days following the rendering of any case decision by the City Council; and

WHEREAS, the City Council has reviewed the Board's recommendation relating to the Application and desires to [affirm the case recommendation of the Board / request a further meeting to be conducted on the recommendation with the City Council sitting as a Board of Appeals] in accordance with Section 150-113(B)(1)(b) of the City Code; 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 foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Affirming Board Recommendation. That the City Council hereby [affirms / requests a further meeting to be conducted with the City Council sitting as a Board of Appeals on] the Board's recommendation to approve with conditions the following variance(s) for the Property:

(i) a 15-foot front yard setback along Hammond Drive for the Property where Section 150-042(D) of the City's Zoning Code requires a minimum setback of thirty (30) feet, and

(ii) a 7.5-foot rear yard setback along the west Property line where Section 150-042(F) of the City's Zoning Code requires a minimum setback of twenty-five (25) feet.

Section 3. Conditions. The Application approval shall be subject to the following conditions:

A. Prior to the issuance of any building permits:

i. Documentation confirming the transfer of ownership of the Property to the Applicant shall be submitted to and approved by the City Attorney. Failure to meet this condition shall render the variance null and void, and no building permits shall be issued unless compliance is achieved.

ii. The two properties subject of this Application shall be unified under a recorded Unity of Title, in a form acceptable to the City Attorney, to ensure that the parcels function as a single lot for purposes of development and compliance with the approved variances.

iii. The unified site shall be developed in substantial conformance with the plans and the boundary survey prepared by [ARCHITECT] dated [DATE] and submitted with the Application. Any material deviation shall require additional City review and approval.

B. The reduced 15-foot front yard setback and the reduced 7.5-foot rear yard setback shall apply solely to the principal structure as depicted on the variance plans submitted with this Application. This approval shall not be transferable to any future construction, modification, or expansion within the required setback areas.

C. The existing detached cabana structure located approximately 5.5 feet from the west Property line shall be recognized as a legal nonconforming structure. Any future alteration, enlargement, or replacement of this structure shall require separate variance approval.

D. Any future detached accessory structure shall be subject to the provisions of Sec. 150-002 and limited to placement within the legally designated rear yard. Given the minimal rear yard depth created by unification of the lots, feasibility of new detached accessory structures may be constrained, and any such

proposal would require review and, if necessary, variance approval.

E. Except for the approved setback reductions, the project shall comply with all other applicable requirements of the R-1B Single-Family Residential District, including but not limited to maximum lot coverage, pervious area, height, and side setbacks.

F. The variance approval shall expire one (1) year from the date of final City Council action if a building permit has not been obtained and construction commenced. Upon showing of unusual circumstances, the City Council may grant one six-month extension.

G. Failure to comply with the conditions of approval shall constitute a violation of the City Code and may result in revocation of the variance approval in addition to any penalties authorized by law.

H. No new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the Property until all cost recovery obligations, publication and notice expenses, and any outstanding application or review fees due to the City of Miami Springs have been paid in full.

Section 4. Final Order. The City Council's motion to affirm the case recommendation of the Board constitutes final City Council action on the Application unless a written notice of appeal is filed with the City Clerk within 10 business days following the rendering of any case decision by the City Council in accordance with Section 150-113(B)(1)(b) of the City Code. Further appeals from any final decisions of the City Council in regard to any case recommendation of the Board shall be maintained in accordance with the applicable appellate rules and procedures established by the laws of the State of Florida.

Section 5. Violation of Conditions, Limitations of Approval. Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by

a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

Legal Description

COUNTRY CLUB EST SEC 2 PB 10-79 LOTS 1 & 2 BLK 105 LOT SIZE IRREGULAR
75R46068 OR 15803-3190 0193 1

EXHIBIT B

Proposed Plan

(See Attachment)

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Silvia Vargas, City Planner

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

Recommendation:

Discussion/Analysis:
On November 17, 2025, after reviewing City staff's recommendations, the Applicant's testimony, and public comments, the Board of Adjustment voted to recommend that the City Council approve the Applicant's variance request, subject to the conditions recommended by Staff.

Note: Attachment 4 is deliberately not included but is on file and available upon request from the City Clerk's office.

Funding:

City of Miami Springs
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO	Board of Adjustment / City Council
FROM	Josh Nogareda, Senior Planner Silvia Vargas, FAICP, Principal Planner Calvin, Giordano & Associates, Inc. Planning Consultant
CC:	City Manager, City Attorney
DATE OF HEARING(S)	November 17, 2025.
SUBJECT	Variance Application for Rear Yard Setback Reduction

Case Number(s)	04-V-25
Applicant(s)	Marisol and Renier Martinez ("Applicant")
Address	1240 Falcon Ave ("Property")
Folio Number(s)	05-3024-017-0770
Zoning	R-1C Single Family Residential
Lot Size	+/- 9,525 sq.ft.

Background

The subject site is located at 1240 Falcon Avenue within the R-1C Single-Family Residential District.

The lot has approximately 75 feet of frontage on Falcon Avenue and a depth of 127 feet, for a lot area of 9,525 sq. ft. according to the Miami-Dade County Property Appraiser. Pursuant to Sec. 150-043(C), the R-1C district requires a minimum lot area of 6,500 sq. ft. and a minimum average lot width of 75 feet.

The property is developed with a one-story single-family residence of approximately 1,287 sq. ft. The existing structure is set back approximately 35 feet from the front property line, where the minimum required setback is 30 feet. Thus, the existing residence exceeds the minimum required setback.

A Boundary Survey prepared by Carlos A. Hernandez, Land Surveyor and Mapper, Land Surveying Inc., dated September 29, 2025, shows the rear façade of the principal structure is approximately 67.38 feet from the rear property line. When applying the 25 feet rear yard requirement, this leaves approximately 40 feet of buildable depth for compliant expansion. A covered terrace of 31.80 feet × 14 feet is also shown on the survey, though not depicted on Sheet A0.1 (Existing Conditions) of the applicant's plans.

The applicant's Letter of Intent references removal of accessory sheds pursuant to Code Enforcement Case No. 24-0800. Although the September 29, 2025 survey still depicts the sheds, the proposed plans omit them. Resolution of the code violation related to the storage sheds would be required as a condition of variance approval, prior to the issuance of any building permits.

The project proposes a 1,471 square-foot addition to the existing house, plus a 400 sq. ft. covered patio. The addition would extend approximately 55 feet in length from the rear façade of the existing residence, resulting in a 15-foot rear yard setback. The submitted plans also depict a future pool in the rear yard which is not part of the variance application under review.



Request

The Applicant requests approval of a variance to reduce the required rear yard setback from 25 feet to 15 feet to allow the construction of a one-story addition with a bedroom suite, home office, garage/workshop, and covered patio.

Summary	
Request	A reduction of the required rear yard setback from 25 feet to 15 feet.
Existing Condition	The existing residence is set back approximately 67.38 feet from the rear property line.
Required Condition	Per Sec. 150-043(F), a minimum rear yard of 25 feet is required in the R-1C district.
Proposed Condition	The proposed addition, extending toward the rear property line approximately 55 feet, would reduce the rear yard from 67.38 feet to 15 feet, resulting in a 10-foot encroachment into the minimum required rear yard.

Applicant's Rationale

As stated in the Letter of Intent, the need for this variance arises from the existing placement of the residence, which is described as "deeply sited" at approximately 35' from the front property line, coupled with the removal of accessory sheds under Code Enforcement Case No. 24-0800. The applicant maintains that these conditions restrict the ability to provide secure storage for vehicles and restoration equipment. By extending the residence directly to the rear, aligned with its eastern wall, the applicant asserts that the proposal represents a minimal encroachment intended to maintain functional residential use while complying with all other zoning standards.

Staff Analysis

The subject property is zoned R-1C Single-Family Residential pursuant to Sec. 150-043 of the City Code. The existing one-story residence, approximately 1,287 sq. ft. in area, exceeds the required minimum front and rear yard setbacks for this zoning district: 35 feet from the front property line (where a minimum of 30 feet is required) and 67.38 feet from the rear property line (where a minimum of 25 feet is required).

The applicant seeks to construct a 1,471 square-foot. one-story addition along with a 400 sq. ft. covered patio, which would reduce the rear yard to 15 feet. A future pool is depicted but labeled "Not in Scope of Work" and is not part of this variance request.

While the Letter of Intent cites the home's siting and the removal of existing non-compliant sheds (Code Enforcement Case No. 24-0800) as hardship conditions, the survey confirms the residence sits at a distance well exceeding minimum compliance, and the lot depth of 127 feet provides adequate area to accommodate an addition

while maintaining the required setback. The request therefore arises a design choice, not from any unique property limitations.

The following analysis summarizes conditions of compliance for the existing and proposed development.

Relevant Zoning Standard	Required / Permitted	Existing (approx. as calculated by Staff)	Proposed (approx. as calculated by Staff)
Lot Coverage (Max)	40%	13.50 %	34 %
Rear Yard Coverage (Max)	15% of +/- 4,000 sq. ft. = 600 sq. ft allowed (current condition)	Estimated 700 sq. ft (existing sheds) (% not provided)	0%
Landscaped Pervious Area (Min)	30%	Estimated: 36(% not provided)	49%
Front Setback (Min)	30 ft	35 ft (North)	35 ft (North)
Side Setback (Min)	10% of avg. lot width or min 5 ft	Interior: 11'-10" ft (East) Interior: 10'-5" ft (West)	Interior: 11'-10" ft (East) Interior: 10'-5" ft (West) ft
Rear Setback (Min)	25 ft (principal) 5 ft (accessory)	+/- 67 ft (South)	**15 ft (South) Variance requested**

Variance Criteria

The City of Miami Springs' Zoning Code provides property owners with the ability to request a variance from certain types of dimensional requirements when practical difficulties may create unnecessary hardships in the process of implementing the strict letter of Chapter 150 of the Code. Pursuant to Section 150-111, the following criteria shall be considered in the evaluation of a variance request. In its determination of what shall constitute such hardship, the Board shall not be bound by financial considerations affecting the applicant.

Criterion No. 1. The granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the chapter will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done.

Applicant Justification:

"The special condition is the residence's deep siting and the elimination of the former sheds, which together restrict the ability to provide secure, code-compliant storage. Strict enforcement would cause unnecessary hardship by preventing reasonable use of the property for typical residential needs. The requested relief is minimal and preserves the intent of the Code by maintaining open space, neighborhood character, and compliance with all other standards."

Staff Analysis:

Staff acknowledge that the requested variance is not contrary to the public interest and is unlikely to negatively affect surrounding properties. However, while the residence sits 35 feet from the front property line, the lot's depth provides over 67 feet of rear yard setback. Neither the lot shape or size are unique from other lots on the same block or in the same zoning district, and the placement and layout of the existing structure do not limit the ability to expand the existing home. Thus, literal enforcement of the 25-foot rear yard setback standard would not result in unnecessary hardship, because the lot provides sufficient area to accommodate even a significant addition without encroaching into the required rear yard.

Determination: **Not met.**

Criterion No. 2. The variance shall not constitute any change in the districts shown on the zoning map.

Applicant Justification:

"Approval will not alter the R-1C zoning district boundaries or permitted uses. The property will remain a single-family residential lot consistent with surrounding zoning and land use."

Staff Analysis:

The applicant correctly states that the request does not alter the zoning district map or boundaries.

Determination: **Met.**

Criterion No. 3. The variance shall not impair an adequate supply of light and air to adjacent property, or materially increase the danger of fire.

Applicant Justification:

"A 15-foot rear setback maintains ample open area for light and air circulation. The new construction will meet current Florida Building Code and fire-separation standards, including fire-rated assemblies and required clearances. The proposal therefore will not increase fire risk or impair adjacent property conditions."

Staff Analysis:

A 15-foot setback does maintain some open area, but the Code prescribes a 25-foot rear yard setback standard which ensures adequate separation for open space, privacy, safety, and accommodation of utilities by providing a consistent distance from the rear property line for lots in the zoning district. No site-specific condition or hardship has been demonstrated to warrant a 10-foot reduction. Nevertheless, Staff acknowledge that the 15-foot setback may provide sufficient light and circulation space.

Determination: **Met.**

Criterion No. 4. The variance shall not materially diminish or impair established property values within the surrounding area.

Applicant Justification:

"Replacing outdated accessory sheds with a permanent, Florida Building Code compliant structure will enhance the property's appearance and value, contributing positively to the neighborhood. The improvement is compatible in scale and materials with nearby residences and will not adversely affect property values."

Staff Analysis:

The removal of the accessory sheds identified in Code Enforcement Case No. 24-0800 is required to resolve a non-compliance issue and is unrelated to the need for a rear yard setback variance. Nor does the removal of the sheds establish a hardship warranting reconstruction within the 25-foot rear yard setback. While the applicant asserts that replacing the sheds with a permanent Florida Building Code-compliant structure would enhance property appearance and value, compliance with dimensional standards cannot be set aside based on perceived economic or aesthetic benefits. Even if the addition was intended to replace the lost storage provided by the sheds (which is not the case, as the addition accommodates a new bedroom, home office and patio, in addition to a garage and workshop), improving the property remains feasible while maintaining the required 25-foot setback. Neverthless, Staff acknowledge that the proposed improvements will not diminish or impairs property values.

Determination: **Met.**

Criterion No. 5. The variance shall not in any other respect impair the public health, safety, morals, and general welfare of the City.

Applicant Justification:

"The proposed addition meets all structural, drainage, and life-safety requirements and will improve site organization by consolidating storage into one compliant

building. The project supports the City's goals for orderly development, neighborhood preservation, and overall welfare."

Staff Analysis:

Compliance with construction, drainage, and life-safety requirements is required for any addition and does not depend on variance relief. A compliant addition could be constructed without reducing the required rear yard setback. Staff acknowledge that the requested addition may not, in itself, impair the public health, safety, morals, or general welfare of the City. However, the dimensional standards can be met without relief.

Determination: **Partially Met**

Recommendation

Staff recommend DENIAL of the requested variance. While the request meets some of the criteria outlined in Section 150-111, it does not rise to the level of a property hardship. The subject property has a depth of approximately 127 feet and provides sufficient buildable area in the rear yard to accommodate a substantial addition while complying with the required 25-foot rear setback. The Applicant's request is based on a design preference, which does not constitute a valid hardship under the variance definition.

Further, the Applicant has not shown that strictly applying the setback requirements would prevent reasonable use of the property.

Should the Board of Adjustment determine to recommend approval of the variance request to the City Council, Staff advise that the following conditions be included in the approval resolution:

1. The reduced rear setback from 25 feet to 15 feet shall apply solely to a proposed addition of approximately 1,471 sq. ft. to the existing principal structure along with a covered patio of approximately 400 sq. ft., as depicted on the site plan submitted with the application. This approval shall not be transferable to any future construction, modification, or expansion within the required setback areas.

2. Prior to the issuance of any building permit, the Applicant shall resolve and close Code Enforcement Case No. 24-0800, including the removal of accessory sheds or other noncompliant structures identified in the case or depicted on the survey dated September 29, 2025, prepared by Carlos A. Hernandez, PSM.

3. The property shall be developed in substantial conformance with the plans submitted for this application and the boundary survey by Carlos A. Hernandez, PSM, dated September 29, 2025. Any material deviation shall require additional City review and approval.

4. Except for the approved rear setback reduction, the project shall comply with all other applicable requirements of the R-1C Single-Family District, including maximum lot coverage, side setbacks, height, pervious area, and rear yard coverage standards.

5. This variance does not grant approval for a swimming pool or appurtenances. Any pool shall be subject to separate permitting and must meet all applicable Code standards in effect at the time of permit.

6. The variance approval shall expire one (1) year from the date of final City Council action if a building permit has not been obtained and construction commenced. Upon showing of unusual circumstances, the City Council may grant one six-month extension.

7. Failure to comply with the conditions of approval shall constitute a violation of the City Code and may result in revocation of the variance approval in addition to any penalties authorized by law.

8. No new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the Property until all cost recovery obligations, publication and notice expenses, and any outstanding application or review fees due to the City of Miami Springs have been paid in full.

Attachments

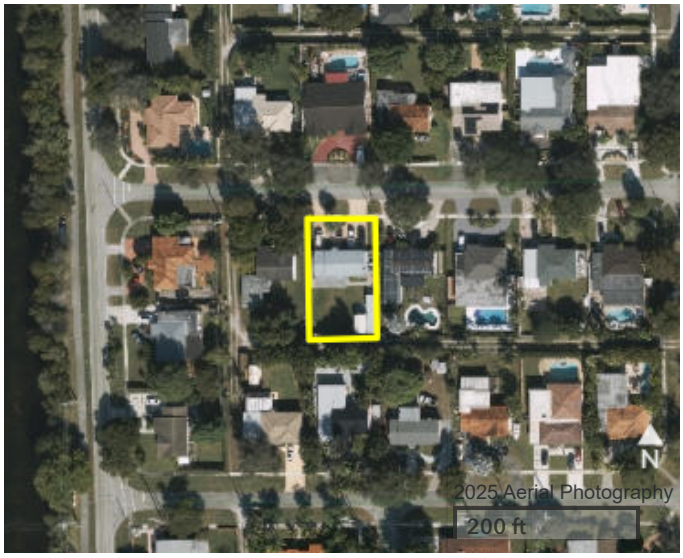
1. Property Appraiser Record
2. Boundary Survey
3. Plans
4. Complete Application Package
5. Letter of intent

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/09/2025

PROPERTY INFORMATION	
Folio	05-3024-017-0770
Property Address	1240 FALCON AVE MIAMI SPRINGS, FL 33166-0000
Owner	MARISOL MARTINEZ , RENIER MARTINEZ
Mailing Address	1240 FALCON AVE MIAMI SPRINGS, FL 33166
Primary Zone	0400 SGL FAMILY - 901-1200 SQF
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths /Half	3 / 1 / 0
Floors	1
Living Units	1
Actual Area	1,287 Sq.Ft
Living Area	1,248 Sq.Ft
Adjusted Area	1,181 Sq.Ft
Lot Size	9,525 Sq.Ft
Year Built	1951



ASSESSMENT INFORMATION			
Year	**2025**	**2024**	**2023**
Land Value	$421,369	$408,600	$319,219
Building Value	$109,124	$97,078	$115,502
Extra Feature Value	$2,712	$2,727	$2,741
Market Value	$533,205	$508,405	$437,462
Assessed Value	$296,076	$287,732	$279,352

BENEFITS INFORMATION				
Benefit	**Type**	**2025**	**2024**	**2023**
Save Our Homes Cap	Assessment Reduction	$237,129	$220,673	$158,110
Homestead	Exemption	$25,000	$25,000	$25,000
Second Homestead	Exemption	$25,722	$25,000	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION			
Year	**2025**	**2024**	**2023**
COUNTY			
Exemption Value	$50,722	$50,000	$50,000
Taxable Value	$245,354	$237,732	$229,352
SCHOOL BOARD			
Exemption Value	$25,000	$25,000	$25,000
Taxable Value	$271,076	$262,732	$254,352
CITY			
Exemption Value	$50,722	$50,000	$50,000
Taxable Value	$245,354	$237,732	$229,352
REGIONAL			
Exemption Value	$50,722	$50,000	$50,000
Taxable Value	$245,354	$237,732	$229,352

SHORT LEGAL DESCRIPTION
SPRING VIEW 2ND ADDN PB 51-100
LOT 3 BLK 12
LOT SIZE SITE VALUE
COC 22889-2323 11 2004 1

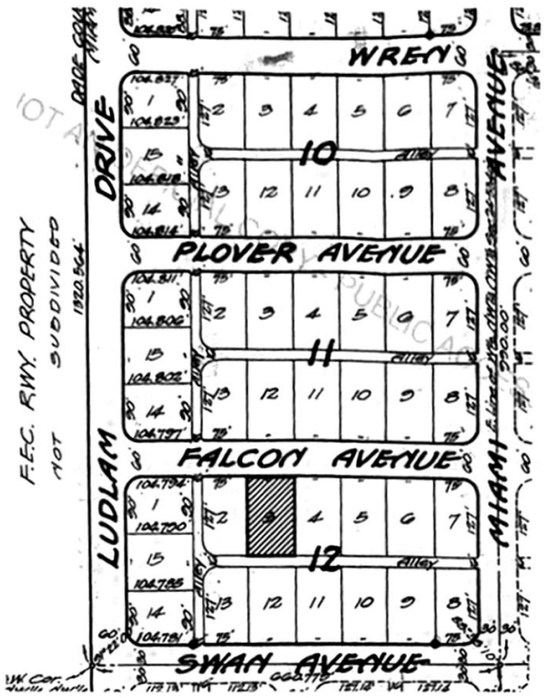
SALES INFORMATION			
Previous Sale	**Price**	**OR Book-Page**	**Qualification Description**
03/04/2018	$360,000	30889-3124	Qual by exam of deed
04/13/2012	$100	28072-2220	Corrective, tax or QCD; min consideration
11/01/2004	$166,500	22889-2323	Sales which are qualified

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

LOCATION SKETCH

SCALE: NTS

JOB No. CH-025231



PROPERTY ADDRESS 1240 FALCON AVENUE, MIAMI SPRINGS, FL 33166
FOLIO #05-3024-017-0770

LEGAL DESCRIPTION:

LOT 3, BLOCK 12, OF SPRING VIEW 2ND ADDN, SECOND ADDITION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ELEVATION INFORMATION:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENT MANAGEMENT AGENCY DATED OR REVISED ON 9/11/2009 THE HEREIN DESCRIBED PROPERTY IS SITUATED WITHIN ZONE X
BASE FLOOD ELEVATION N/A COMMUNITY 120653 PANEL NUMBER 12086C0283 SUFFIX L

BENCHMARK M-49 ELEVATION= 6.78' N.G.V.D.29

LEGAL NOTES

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINATE RECORDED INSTRUMENTS, IF ANY, AFFECTING THE PROPERTY. THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF RECORD. LEGAL DESCRIPTIONS PROVIDED BY CLIENT. THE LIABILITY OF THIS SURVEY IS LIMITED TO THE COST OF THE SURVEY. UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN. THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE. IF SHOWN, BEARINGS ARE REFERRED TO AN ASSUMED MERIDIAN. FENCE OWNERSHIP NOT DETERMINED

CH LAND SURVEYING INC.
5979 N.W. 151 STREET Suite 231
MIAMI LAKES, FL. 33014
PH(305) 823-3220 FAX: 305 823-9806
NBR LB 7206

CERTIFIED TO:
MARISOL MARTINEZ
RENIER MARTINEZ

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5718
STATE OF FLORIDA

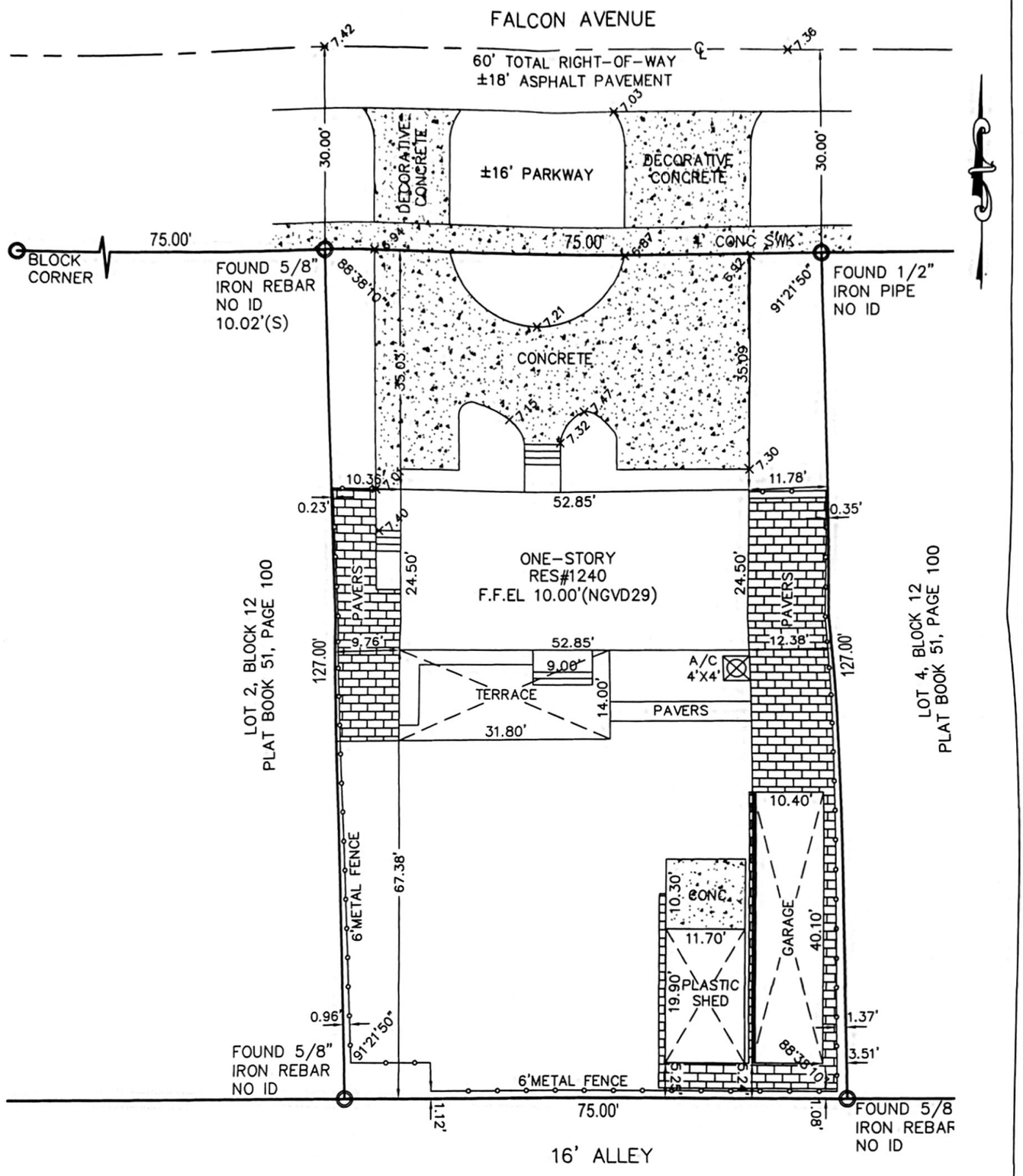
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LAND SURVEYING INC.
5979 N.W. 151 STREET Suite 231
MIAMI LAKES, FL. 33014
PH# 305 807-8640 FAX: 305 823-9806

JOB No. CH-025231

BOUNDARY SURVEY

20 0 10 20
SCALE: 1"=20'



LEGEND:

6.68' + = ELEVATIONS
F.I.P.1/2"= FOUND IRON PIPE
F.N. = FOUND PK NAIL
= WALL FENCE
= IRON FENCE
= CHAIN LINK FENCE
= 6' WOOD FENCE
F.F.EL= FINISHED FLOOR ELEVATION
W.M. = WATER METER
℄ = CENTERLINE

REVISIONS:	DATE:
THIS SURVEY WAS PERFORMED	DATE: SEPT 29, 2025

ADDITION & RENOVATIONS TO:

RENIER & MARISOL MARTINEZ RESIDENCE

1240 FALCON AVENUE
MIAMI SPRINGS, FL. 33166

PROJECT:

ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:

STATE OF FLORIDA
DANIEL GOMEZ
AR96826
REGISTERED ARCHITECT

Digitally signed by Daniel Gomez
Date: 2025.10.06 22:43:27 -04'00'

Daniel Gomez, R.A.
FL. Reg. AR96826
M. 305.610.1333
DANIELGOMEZARCH@GMAIL.COM

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REVISED:

COVER SHEET

MARTINEZ
RESIDENCE

08/07/2025

A.C

PROJECT DATA:

ADDITION AND RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

PROPERTY ADDRESS & FOLIO NUMBER:

1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

FOLIO NO: 05-3024-017-0770

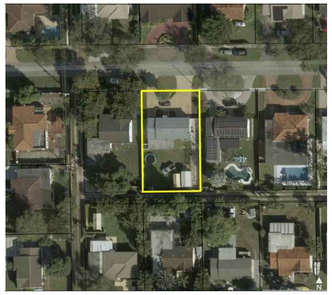
PROPERTY OWNER:

RENIER MARTINEZ & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

FULL LEGAL DESCRIPTION:

LOT 3, IN BLOCK 12, OF MIAMI SPRINGS SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LOCATION MAP:



SCOPE OF WORK:

THIS SCOPE OF WORK IS INTENDED TO PROVIDE A GENERAL DESCRIPTION OF THE WORK PROPOSED. THE PROJECT ENCOMPASSES A NEW ADDITION AND RENOVATION TO AN EXISTING SINGLE FAMILY RESIDENCE AND IS AS FOLLOWS;
ADDITION OF A NEW GARAGE, NEW LAUNDRY ROOM, AND NEW PRIMARY BEDROOM WITH IN-SUITE BATHROOM AND WALK-IN CLOSET AS WELL AS MISCELLANEOUS INTERIOR RENOVATIONS.

APPLICABLE CODES & DESIGN CRITERIA:

THE FOLLOWING DRAWINGS & SPECIFICATIONS WERE PREPARED USING:
FLORIDA BUILDING CODE, 8th EDITION (2023) & FLORIDA FIRE PREVENTION CODE, 8th EDITION (2023).

OCCUPANCY CLASSIFICATION:

THE OCCUPANCY CLASSIFICATION OF THE SUBJECT PROPERTY IS:
RESIDENTIAL GROUP R-3, AS PER, FBC-2023; BUILDING, SECTION 310.5
EXISTING HABITABLE AREA: 1,290 SQ. FT.
AREA OF NEW HABITABLE ADDITION: 685 SQ. FT.
TOTAL AREA OF ADDITION: 1,471 SQ. FT.
TOTAL HABITABLE AREA: 1,975 SQ. FT.
TOTAL AREA: 3,265 SQ. FT.

CONSTRUCTION CLASSIFICATION:

THE CONSTRUCTION CLASSIFICATION OF THE SUBJECT PROPERTY IS:
TYPE II-A
ADDITION & ALTERATION - LEVEL 2
AS PER, FBC-2023-BUILDING, CHAPTER 6

SHEET INDEX:

ARCHITECTURAL DRAWINGS:
A.C COVER SHEET
A0.0 TITLE SHEET, GENERAL NOTES & PROJECT DATA & INFORMATION
A0.1 EXISTING SITE PLAN
A0.2 PROPOSED SITE PLAN
A0.4 EXISTING EXTERIOR ELEVATIONS
A1.0 PROPOSED FLOOR PLAN
A4.0 PROPOSED EXTERIOR ELEVATIONS

GENERAL NOTES:

1. THE TERMS GENERAL CONTRACTOR , CONSTRUCTION CONTRACTOR , CONTRACTOR SHALL BE UNDERSTOOD TO BE THE SAME AND UNLESS SPECIFICALLY NOTED OTHERWISE.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS, DIMENSIONS AND DETAILS PRIOR TO CONSTRUCTION, AND AS ANTICIPATED OR INFERRED PRIOR TO PRICING OR BIDDING.
3. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES OR OMISSIONS, WHICH WOULD INTERFERE WITH THE SATISFACTORY EXECUTION OF DESIGN AND/OR COMPLETION OF THE WORK, PRIOR TO THE START OF ANY AND ALL WORK.
4. GENERAL CONTRACTOR SHALL REVIEW AND BE FAMILIARIZED WITH THE DRAWINGS & SPECIFICATIONS AND WITH THE CONDITIONS AT THE PLACE WHERE THE WORK IS TO BE PERFORMED AFFECTING SUCH DRAWINGS AND SPECIFICATIONS. T
5. HE GENERAL CONTRACTOR IS RESPONSIBLE TO DISTRIBUTE THE APPROPRIATE DOCUMENTS TO THE SUBCONTRACTORS AND VENDORS IN ORDER TO COORDINATE WITH OTHER TRADES AFFECTING THE COMPLETION OF THEIR WORK.
6. THE GENERAL CONTRACTOR SHALL PROVIDE ALL THE REQUIRED DOCUMENTS AND CERTIFICATES OF INSPECTION AND SHALL PERFORM ALL THE CONTROLLED INSPECTIONS REQUIRED BY THE LOCAL MUNICIPALITY AND/OR DEPARTMENT OF BUILDING OR OTHER RELATED AGENCY.
7. THE GENERAL CONTRACTOR SHALL SUBMIT IN WRITING ALL PROPOSALS FOR ADDITIONAL WORK TO THE ARCHITECT FOR REVIEW AND ARCHITECT/OWNER APPROVAL. NO WORK IS TO PROCEED UNTIL AN AUTHORIZATION TO PROCEED, SIGNED BY THE ARCHITECT & OWNER IS RETURNED TO THE GENERAL CONTRACTOR.
8. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK AND ESTABLISHING SCHEDULES FOR OWNER'S OWN CONTRACTORS. HE/SHE SHALL AFFORD SUCH CONTRACTORS REASONABLE OPPORTUNITY FOR THE INTRODUCTION AND STORAGE OF THEIR MATERIALS AND EQUIPMENT FOR THE EXECUTION OF THEIR WORK.
9. DRAWINGS ARE NOT TO BE SCALED. DIMENSIONS SHALL GOVERN.
10. ALL WORK SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS AND ALL MATERIALS USED IN THE EXECUTION OF THE WORK SHALL BE NEW AND OF THE BEST QUALITY OF THE TYPE SPECIFIED.
11. NO SUBSTITUTIONS OF SPECIFIED MATERIALS SHALL BE MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE ARCHITECT AND OWNER WILL CONSIDER MATERIAL CHANGE REQUESTS ON AN INDIVIDUAL BASIS. CONTRACTOR SHALL SUBMIT SAMPLES AND CUTS FOR WRITTEN APPROVAL BY THE ARCHITECT PRIOR TO THE PROCUREMENT OF ANY SUCH MATERIAL.
12. SUBSTITUTIONS SHALL NOT DELAY THE PROGRESS OF THE WORK. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED AS DIRECTED BY THE MANUFACTURER, UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
13. ALL SUBCONTRACTORS' SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL THROUGH THE GENERAL CONTRACTOR PRIOR TO THE WORK BEING PERFORMED, AND IN ACCORDANCE WITH THE PROCEDURE DESCRIBED IN THE CONTRACT DOCUMENTS.
14. ALL PUBLIC AREAS SUCH AS AN ELEVATOR, LOBBY, CORRIDOR, TOILET AND SERVICE HALLS SHALL BE PROTECTED FROM DAMAGE. EQUIPMENT OF OTHERS AND ADJACENT PROPERTIES SHALL ALSO BE PROTECTED AND BE RESTORED IF DAMAGED DURING THE COURSE OF CONSTRUCTION, TO THE SATISFACTION OF THE OWNER.
15. GENERAL CONTRACTOR IS RESPONSIBLE TO THOROUGHLY VACUUM AND CLEAN ALL CARPETED AREAS, FLOORING, MILLWORK, LIGHT FIXTURES, GLASS, ETC. HE/SHE SHALL ALSO UNCOVER AND VACUUM OUT ALL MECHANICAL UNITS AFTER WORK IS COMPLETED AND MAINTAIN CLEAN CONDITIONS THROUGH THE TENANTS MOVE-IN.
16. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO MAINTAIN HARMONY AMONG ALL TRADES AND AVOID ANY LABOR DISPUTE THAT MAY CAUSE A DELAY IN COMPLETING THE WOK. ANY LABOR DISPUTE, SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
17. ALL DRAWINGS AND CONSTRUCTION NOTES ARE COMPLEMENTARY AND WHAT IS CALLED FOR BY ONE, WILL BE AS BINDING AS IF CALLED FOR BY ALL.
18. ALL SHOP DRAWINGS AND CUT MARKS, ARE FOR REVIEW AND VERIFICATION OF ADHERENCE TO THE DESIGN INTENT ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, ERRORS, AND/OR OMISSIONS ON THEIR DRAWINGS.
19. WHERE THE TERM EQUAL IS USED IN SPECIFICATIONS IT SHALL BE UNDERSTOOD THAT THE REFERENCE IS MADE TO THE RULING AND JUDGMENT OF THE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. ACTUAL SAMPLES OF THE SUBSTITUTIONS SHALL ALSO BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL.
20. THE CONTRACTOR SHALL FURNISH AND PAY FOR AT THEIR OWN EXPENSE; THE SERVICES OF APPROVED TESTING LABORATORIES OR AGENCIES REQUIRED FOR TESTS AND INSPECTIONS OF ALL CONSTRUCTION METHODS SUBJECT TO CONTROLLED INSPECTIONS.
21. GENERAL CONTRACTOR IS RESPONSIBLE TO PROTECT AS REQUIRED ALL TENANT OCCUPIED AREAS WHERE FINISH WORK OR GENERAL CONSTRUCTION IS TO BE PERFORMED. GENERAL CONSTRUCTION TO INSTALL ADEQUATE PROTECTION ON ALL FINISHED SURFACES PRIOR TO THE OWNER'S MOVING DATE, AND SHALL REMOVE SAME FOLLOWING COMPLETION OF THE WORK.
22. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR DAMAGES CAUSED BY HIS SUBCONTRACTORS, SUB-SUBCONTRACTORS OR VENDORS.
23. GENERAL CONTRACTOR SHALL PROVIDE ALL NECESSARY FASTENERS, SUPPORTS, SHIMMING, FLASHING, PATCHING AND OTHER MISCELLANEOUS PARTS FOR THE PROPER INSTALLATION OF SUCH ITEMS AND SHALL CONSULT WITH OWNER'S VENDORS.
24. THE GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL BE REQUIRED TO ATTEND PROJECT MEETINGS AT THE PROJECT SITE WHEN REQUIRED BY THE ARCHITECT AND OWNER AND PREPARE AND DISTRIBUTE MEETING MINUTES OF SUCH MEETINGS.
25. THE GENERAL CONTRACTOR SHALL ARRANGE FOR, PROVIDE AND MAINTAIN TEMPORARY FACILITIES AND CONTROLS AS REQUIRED FOR THE PROPER AND TIMELY EXECUTION OF THE WORK.
26. THE GENERAL CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROPERLY CONTROL DUST FROM RISING. PROTECT UNALTERED PORTIONS OF THE EXISTING BUILDING AFFECTED BY THE OPERATIONS UNDER THIS SECTION BY DUST PROOF PARTITIONS AND OTHER ADEQUATE MEANS.
27. THE GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY WEATHER PROTECTION FOR PORTIONS OF THE WORK THAT BECOME EXPOSED TO WEATHER, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY INSUFFICIENT PROTECTION.
28. ALL WORK, MATERIALS AND EQUIPMENT UTILIZED IN THE PROJECT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.
29. CONTRACTOR MUST NOTIFY ARCHITECT AND OWNER IN WRITING IMMEDIATELY OF ANY UNEXPECTED OR UNKNOWN CONDITIONS, DISCREPANCIES IN THE DRAWINGS AND CONTRACT DOCUMENTS, ANY ERRORS OR OMISSIONS ON THE DRAWINGS IN THE FIELD AND THE ISSUE MUST BE RESOLVED PRIOR TO PROCEEDING WITH WORK OR SHOP FABRICATIONS.
30. CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION DRAWINGS.
31. CONTRACTOR TO OBTAIN WRITTEN APPROVAL FROM OWNER AND ARCHITECT PRIOR TO ANY CHANGES OR DEVIATION FROM CONTRACT DOCUMENTS.
32. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR THE REPLACEMENT OF ANY ITEMS DAMAGED DURING CONSTRUCTION OR CLEAN-UP.
33. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS FOR CONSTRUCTION.
34. ALL SHOP DRAWINGS DIMENSIONS SHALL BE FIELD VERIFIED, REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL. SHOP DRAWINGS WHICH ARE INCOMPLETE OR LACKING SUFFICIENT INFORMATION WILL BE RETURNED WITHOUT REVIEW.
35. DISCREPANCIES (BROUGHT TO THE ARCHITECT'S ATTENTION IN WRITING):
    - 35.A. SHOULD A DISCREPANCY OR CONFLICT BE DISCOVERED IN THE CONTRACT DOCUMENTS, THE MORE STRICT REQUIREMENTS SHALL APPLY.
    - 35.B. THE CONTRACTOR SHALL HAVE ALL ITEMS OR DETAILS CLARIFIED WITH THE ARCHITECT PRIOR TO SUBMITTING A BID, OTHERWISE THE ARCHITECT'S INTERPRETATION SHALL BE FINAL.
    - 35.C. ON-SITE VERIFICATION OF ALL DIMENSIONS AND CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
    - 35.D. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT AT ONCE BEFORE PROCEEDING.
    - 35.E. DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS D. SHALL BE FOLLOWED.
36. THE CONTRACTOR SHALL BE AWARE THAT SPECIFIC FIRE-RATED SEPARATION WITH THE BUILDING'S CONSTRUCTION IS REQUIRED BY CODE. THE USE OF SPECIFIC MATERIALS AND COMBINATIONS OF MATERIALS WITHIN FIRE RATED ASSEMBLIES, AS CALLED FOR ON THE DRAWINGS AND SPECIFICATIONS, ARE FOR THE PURPOSE OF ACHIEVING THOSE REQUIRED FIRE SEPARATIONS. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THAT ANY CHANGE IN MATERIAL, THAT IS REQUESTED BY OR MADE BY THE CONTRACTOR AND/OR HIS SUBCONTRACTORS, FROM THOSE MATERIALS DRAWN OR SPECIFIED, SHALL NOT IN ANY WAY AFFECT OR LESSEN THE REQUIRED FIRE RATED CONSTRUCTION ASSEMBLY.
37. CONTRACTOR TO SUBMIT A MINIMUM OF FIVE (5) SETS OF COMPLETE SHOP DRAWINGS OR SUBMITTALS FOR APPROVAL BEFORE COMMENCING FABRICATION AND/OR INSTALLATION OF ALL APPLICABLE ITEMS OF CONSTRUCTION.
38. ALL SHOP DRAWING DIMENSIONS SHALL BE FIELD VERIFIED AND REVIEWED AND APPROVED BY THE CONTRACTOR BEFORE SUBMITTAL, AND SO NOTED.
39. CONTRACTOR TO FURNISH AND INSTALL ALL METAL AND WOOD BLOCKING REQUIRED FOR WALL MOUNTED OR BRACED FIXTURES, MILLWORK, SHELVES, BATHROOM FIXTURES, ACCESSORIES AND OTHER ITEMS DESCRIBED IN DRAWINGS.
40. CONTRACTOR SHALL COORDINATE WITH MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATION OF ALL ACCESS PANELS SO AS TO ALLOW FOR PROPER EQUIPMENT ACCESSIBILITY, MAINTENANCE AND/OR OPERATION OF THE BUILDING SYSTEMS. THE OMISSIONS OF ANY OR ALL ACCESS PANELS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FROM PROVIDING AND INSTALLING SUCH PANELS OR DOORS PER ARCHITECTS APPROVAL.
41. BEFORE INSTALLATION, THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT THE EXACT MOUNTING LOCATION OF ALL SWITCHES, WALL RECEPTACLES, PLUGS, THERMOSTATS, AND OTHER WALL MOUNTED FIXTURES NOT SPECIFIED IN THE DRAWINGS.
42. CONTRACTOR SHALL BE RESPONSIBLE FOR REGULARLY REMOVING ALL DEBRIS AND CONSTRUCTION MATERIALS FROM THE SITE.
43. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR PROPER REGULAR CLEANING OF ALL AREAS PRIOR TO FINAL ACCEPTANCE BY THE OWNER INCLUDING BUT NOT LIMITED TO WINDOWS, STOREFRONTS, FLOORS, CARPETS, WALLS, DOORS, EQUIPMENT, ETC.
44. ANY DAMAGE TO EXISTING STRUCTURE DURING THE CONSTRUCTION OF THE NEW WORK SHALL BE REPAIRED TO EQUIVALENT OR BETTER THAN ORIGINAL CONDITION AT CONTRACTORS EXPENSE AND SHALL NOT BE A COST OF THE WORK.
45. CONTRACTOR SHALL PROVIDE PROPER SAFEGUARDS IN COMPLIANCE WITH O.S.H.A. STANDARDS DURING ALL PHASES OF CONSTRUCTION.
46. CONTRACTOR SHALL NOTIFY ARCHITECT FOR CLARIFICATION PRIOR TO BIDDING, OF ANY DISCREPANCIES BETWEEN ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND/OR FIRE PROTECTION DRAWINGS. ANY DISCREPANCIES DISCUSSED AFTER BIDDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND INTERPRETED BASED ON THE MOST EXPENSIVE METHODS OR FINISH REQUIRED TO CORRECT THE DISCREPANCY.
47. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: WINDOWS, SLIDING GLASS DOORS, STORE FRONT, METAL LOUVERS, ALUMINUM AND GLASS RAILINGS, STAIR RAILINGS & HANDRAILS, CANOPY, SKYLIGHTS, ALUMINUM TRELLIS, METAL STAIRS, FLOOD PROOF PANELS AND ANY OTHER ITEM AS REQUIRED BY THE FLORIDA BUILDING CODE OR ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION IN THE PROJECT.
48. SHOP DRAWINGS MAY REQUIRE APPROVAL AT THE BUILDING DEPARTMENT WHICH IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROCURE.

ABBREVIATIONS:

@	AT
A.C.T.	ACOUSTICAL CEILING TILE
A.F.C.	ABOVE FINISHED CEILING
A.F.F.	ABOVE FINISHED FLOOR
A.H.U.	AIR HANDLER UNIT
AL., ALUM.	ALUMINUM
BOT.	BOTTOM
C.B.S./CMU	CONC. BLOCK SYSTEM
CEIL.,CLG.	CEILING
CL.	CENTER LINE
CLO.	CLOSET
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONT.	CONTINUOUS
CORR.	CORRIDOR
CTR.	CENTER
D.	DEPTH
DBL.	DOUBLE
DET., DTL.	DETAIL
DIA.	DIAMETER
DIM.	DIMENSION
DN.	DOWN
EL.	ELEVATOR
ELEC.	ELECTRICAL
EQ.	EQUAL
EQUIP.	EQUIPMENT
EXH.	EXHAUST
EXIST.	EXISTING
EXP.	EXPOSED
EXT.	EXTENSION
F.D.	FIRE DEPARTMENT
F.E.	FIRE EXTINGUISHER
FIN.	FINISH
F.F.	FINISH FLOOR
F.F.E.	FINISH FLOOR ELEVATION
FL., FLR.	FLOOR
FT.	FOOT
FIX.	FIXTURE
FTG.	FOOTING
GA.	GAUGE
GALV.	GALVANIZED
G.C., GC.	GENERAL CONTRACTOR
GPM.	GYPSUM
G.W.B.	GYPSUM WALL BOARD
HDWRE.	HARDWARE
H.M.	HOLLOW METAL
HOR.	HORIZONTAL
H.P.	HIGH POINT
HR.	HOUR
H.R.	HAND RAIL
HW.	HOT WATER
I.D.	INSIDE DIAMETER
IN.	INCH
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
L.	LENGTH
MANUF.	MANUFACTURER
MAX.	MAXIMUM
MECH.	MECHANICAL
MEZZ.	MEZZANINE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
M.O.	MASONRY OPENING
MTL.	METAL
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
PERM.	PERMANENT
PLMB.	PLUMBING
PNL.	PANEL
PRTN.	PARTITION
PNT.	PAINT
P.S.F.	POUNDS SQUARE FOOT
R.	RADIUS
R.C.P.	REFLECTED CEILING PLAN
RD.	ROOF DRAIN
RECP.	RECEPTACLE
REF.	REFRIGERATOR
R.O.	ROUGH OPENING
REQD.	REQUIRED
RM.	ROOM
S.S.	STAINLESS STEEL
S.C.	SOLID CORE
SECT.	SECTION
SIM.	SIMILAR
SPEC.	SPECIFICATIONS
SPNLR.	SPRINKLER
SQ.	SQUARE FOOT
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEL.	TELEPHONE
TH.	THICK
T.O.	TOP OF
T.O.B.	TOP OF BEAM
T.O.S.	TOP OF SLAB
TYP.	TYPICAL
U.L.	UNDERWRITERS LABORATORY
VERT.	VERTICAL
V.I.F.	VERIFY IN FIELD
W.	WIDTH
W/	WITH
W.C.	WATER CLOSET
WD.	WOOD
W.P.	WATER PROOF

PROJECT:
ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:

STATE OF FLORIDA — DANIEL GOMEZ — ARCHITECT — REGISTERED & PRACTICING

Digitally signed by Daniel Gomez
Date: 2025.10.06 22:42:17 -04'00'

Daniel Gomez, R.A.
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DANIELGOMEZARC@GMAIL.COM

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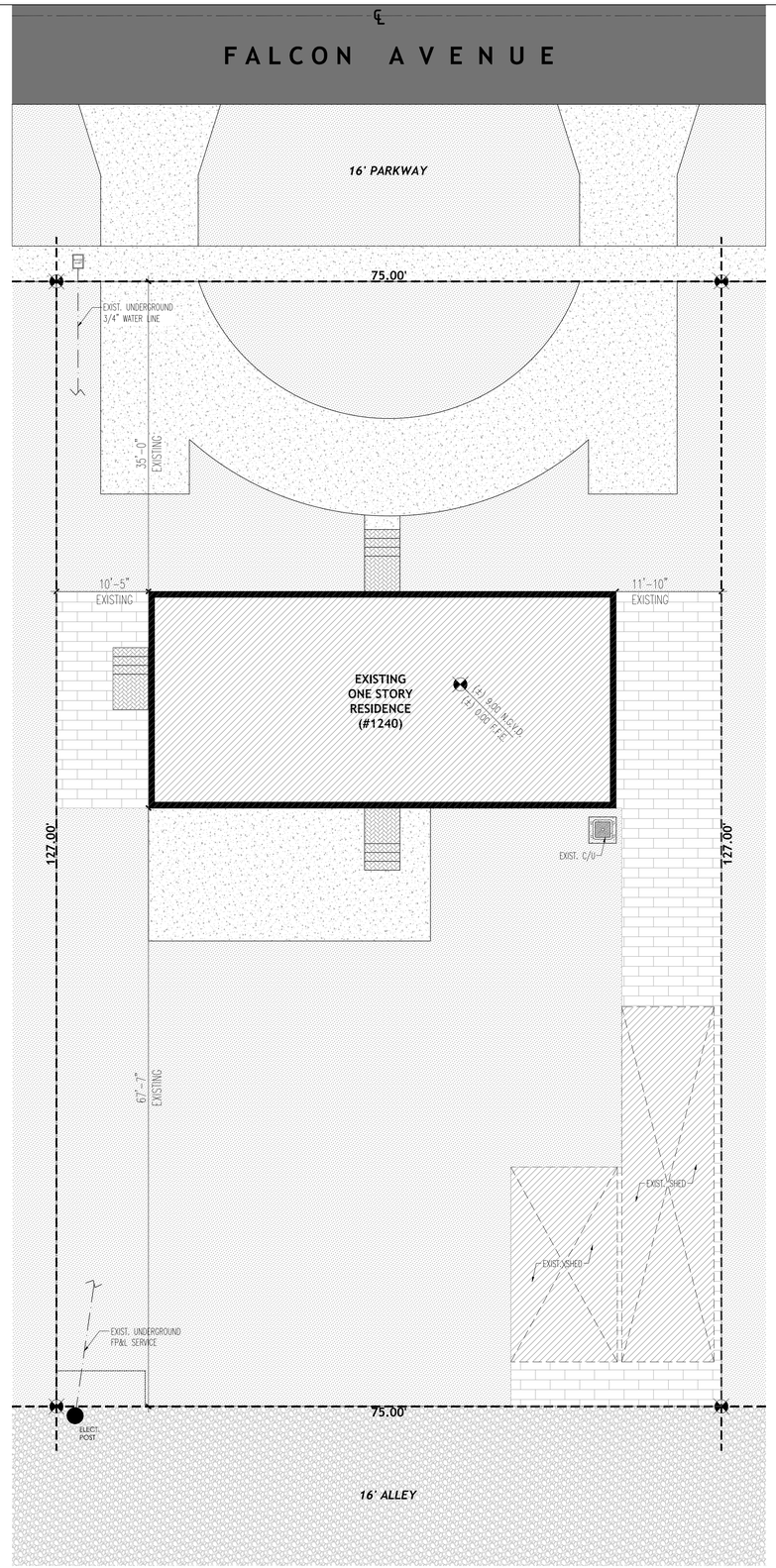
REVISED:

TITLE SHEET, GENERAL NOTES, PROJECT DATA & INFORMATION

MARTINEZ RESIDENCE

08/07/2025

A0.0



TYPICAL ARCHITECTURAL SITE LEGEND:	
SYMBOL	DESCRIPTION
	PROPERTY LINES
	SODED AREA
	CONC. WALK
	PAVERS

1 **EXISTING SITE PLAN**
Scale: 1/8" = 1'-0"

N

PROJECT:

ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:

STATE OF FLORIDA DANIEL GOMEZ AR96826 REGISTERED ARCHITECT

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REVISED:

SITE PLAN:
EXISTING

MARTINEZ
RESIDENCE

08/07/2025

A0.1

GENERAL FLOOD MANAGEMENT INFORMATION:	
FLOOD ZONE:	X
FIRM MAP NUMBER:	12086C-0283L
BASE FLOOD ELEVATION:	8.00 FEET N.G.V.D.

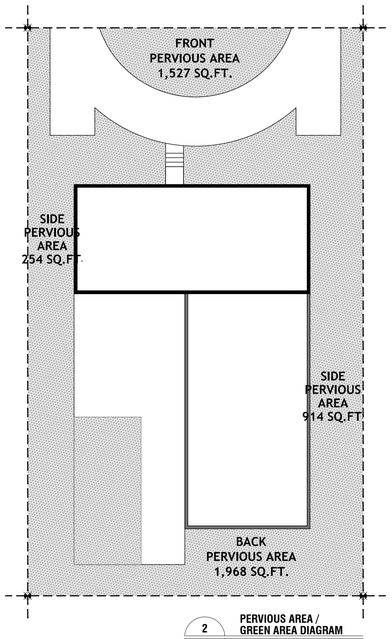
OFF-STREET PARKING CALCULATION:			
PARKING SPACES 9'W. X 19'L., AS PER Sec. 150-016(9)	NO. OF BEDROOMS	REQUIRED	PROVIDED
	4	4	6 (SEE PLAN)

ZONING, SITE AND AREA LEGEND:			
ZONING CLASSIFICATION			
R-1C			
LAND USE			
SINGLE FAMILY RESIDENTIAL			
LOT DATA		REQUIRED	PROVIDED
	LOT AREA:	10,000 SQ. FT. MIN.	9,525 SQ. FT. (EXISTING)
	LOT WIDTH:	75 FT. MIN.	75 FT (EXISTING)
	LOT DEPTH:	N/A	127.00' (EXISTING)
	FLOOR AREA:	1,500 SQ. FT.	3,265 SQ. FT. (PROPOSED)

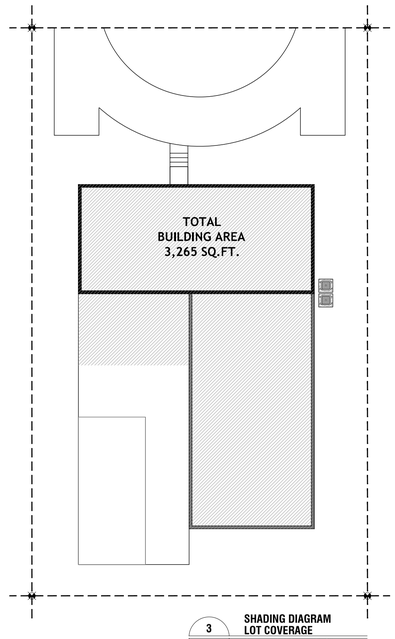
BUILDING SETBACKS & DATA		REQUIRED	PROVIDED
BUILDING SETBACKS			
	FRONT (SOUTH):	30 FT.	35'-0" (EXISTING)
	REAR (NORTH):	25 FT.	15'-0" (NEW VARIANCE REQUESTED)
	SIDE (EAST):	10% AVERAGE WIDTH OR 5'	11'-10"
	SIDE (WEST):	10% AVERAGE WIDTH OR 5'	10'-5" (EXISTING)
BUILDING DATA			
	EXIST. BUILDING FLOOR AREA:		1,290 SQ. FT.
	NEW ADDITION AREA:		1,471 SQ. FT.
	NEW TOTAL BUILDING FLOOR AREA:		3,265 SQ. FT.
BUILDING HEIGHT		REQUIRED	PROVIDED
	HEIGHT	30 FT. MAX.	13'-7" (EXISTING)

MINIMUM LANDSCAPED PERVIOUS AREA CALCULATION:			
GREEN AREA:	LOT AREA	REQUIRED	PROVIDED
	9,525 SQ. FT.	30% (2,858 SQ. FT.)	49% (4,663 SQ. FT.)

MAXIMUM LOT COVERAGE AREA CALCULATION:			
PROPOSED DRIVEWAY:	LOT AREA	REQUIRED	PROVIDED
	9,525 SQ. FT.	40% (3,810 SQ. FT.)	34% (3,265 SQ. FT.)

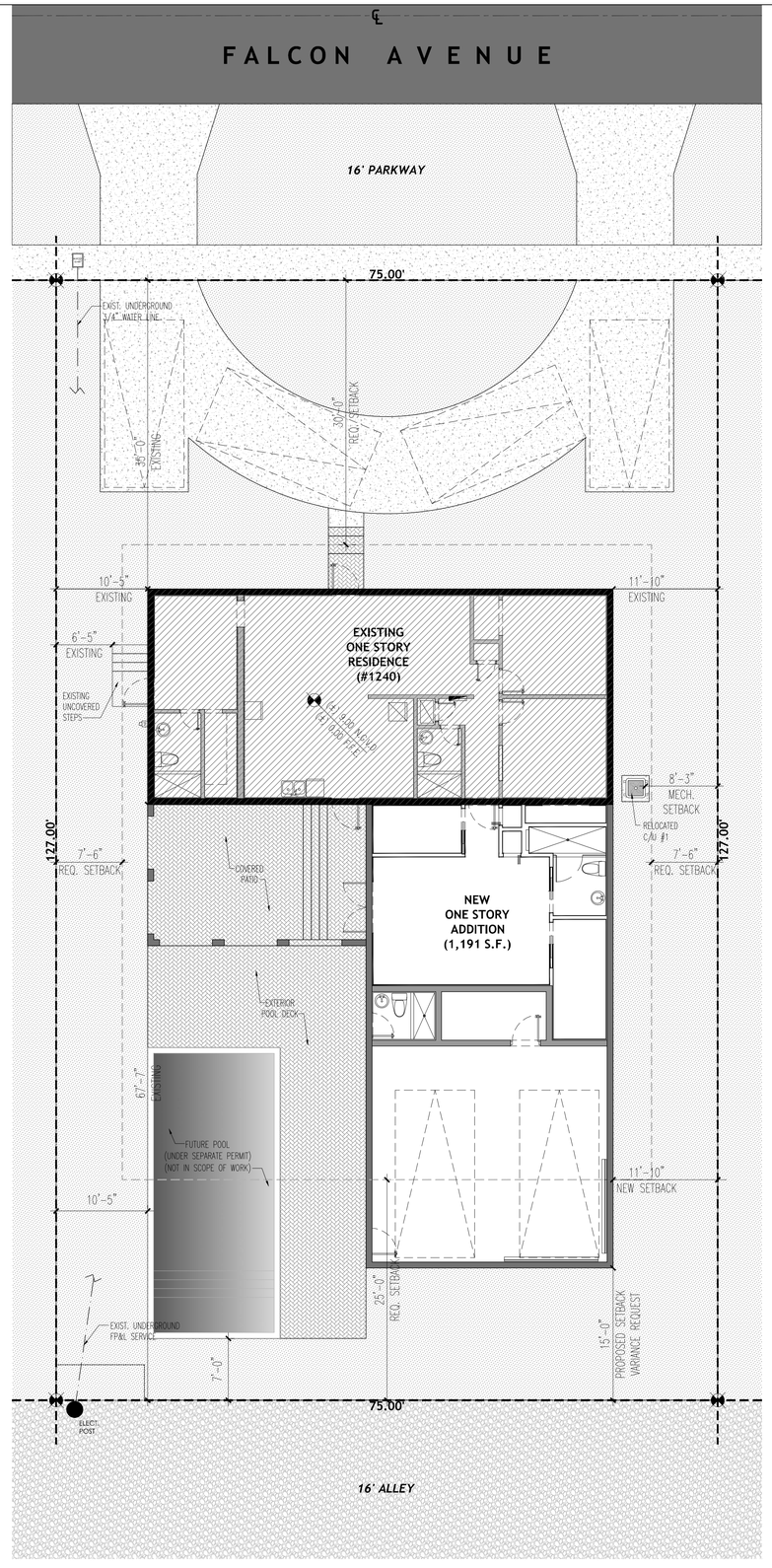


2 **PERVIOUS AREA / GREEN AREA DIAGRAM**
Scale: 1/16" = 1'-0"



3 **SHADING DIAGRAM LOT COVERAGE**
Scale: 1/16" = 1'-0"

TYPICAL ARCHITECTURAL SITE LEGEND:	
SYMBOL	DESCRIPTION
	PROPERTY LINES
	SODED AREA
	CONC. WALK
	PAVERS



1 **EXISTING SITE PLAN**
Scale: 1/8" = 1'-0"

PROJECT:
ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:
STATE OF FLORIDA
DANIEL GOMEZ
AR96826
REGISTERED ARCHITECT
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Date: 2025.10.06 22:39:57 -04'00'

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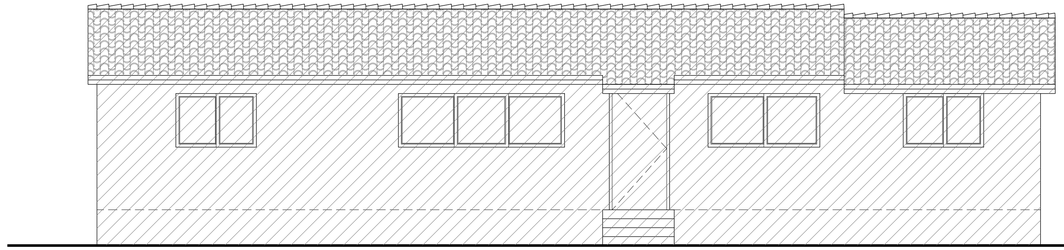
REVISED:

SITE PLAN:
PROPOSED

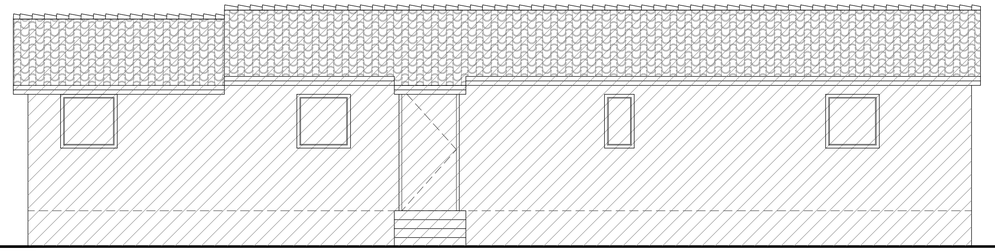
MARTINEZ
RESIDENCE

08/07/2025

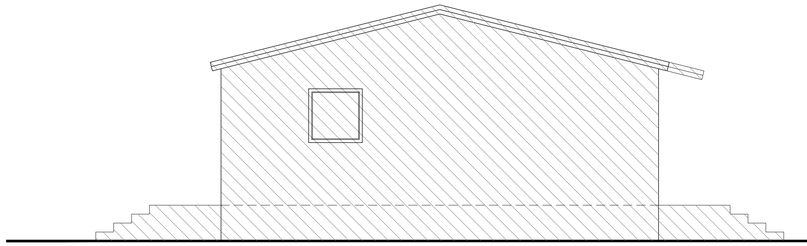
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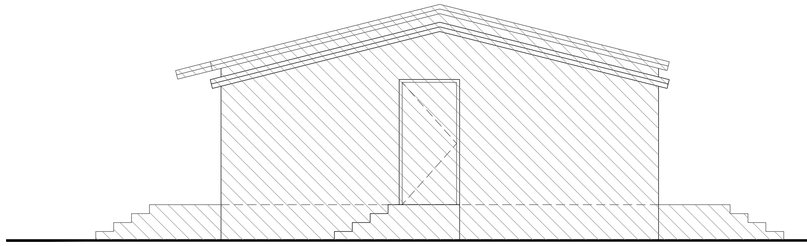
1 **EXISTING NORTH ELEVATION**
Scale: 1/4" = 1'-0"



2 **EXISTING SOUTH ELEVATION**
Scale: 1/4" = 1'-0"



3 **EXISTING EAST ELEVATION**
Scale: 1/4" = 1'-0"



4 **EXISTING WEST ELEVATION**
Scale: 1/4" = 1'-0"

PROJECT:

ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:

STATE OF FLORIDA
DANIEL GOMEZ
AR96826
REGISTERED ARCHITECT

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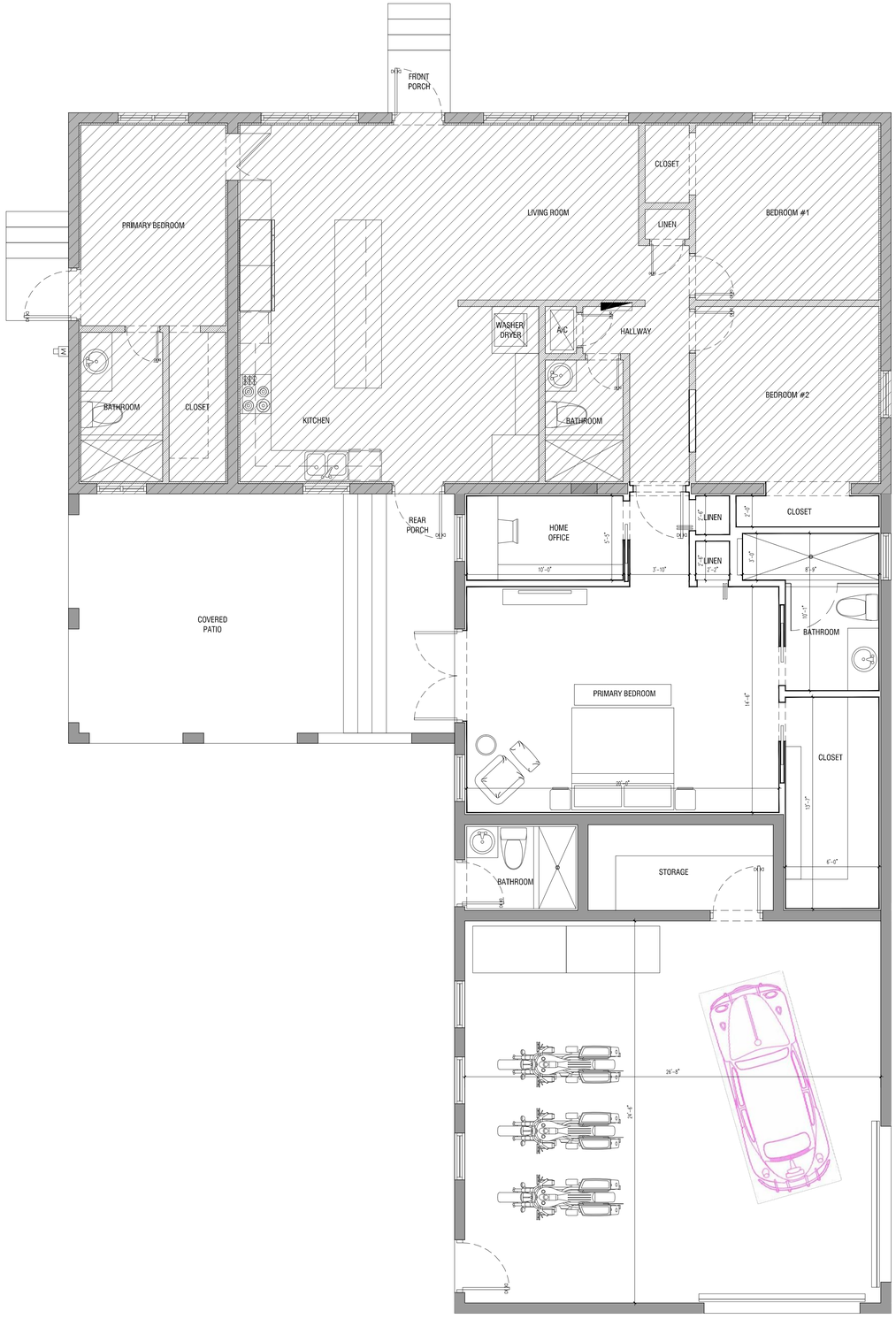
REVISED:

ELEVATIONS:
EXISTING

MARTINEZ
RESIDENCE

08/07/2025

A0.4



1 **PROPOSED FLOOR PLAN**
Scale: 1/4" = 1'-0"

TYPICAL ARCHITECTURAL LEGEND:

SYMBOL	DESCRIPTION
	EXISTING AREA (NO WORK)
	EXISTING STRUCTURAL COMPONENT
	EXISTING INTERIOR PARTITION
	NEW INTERIOR PARTITION
	NEW CONCRETE BLOCK SYSTEM
	AREA TO BE DEMOLISHED
	G.W.B. CEILING

PROJECT:

ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
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MIAMI SPRINGS, FL 33166

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REGISTERED ARCHITECT
DANIEL GOMEZ
AR96826

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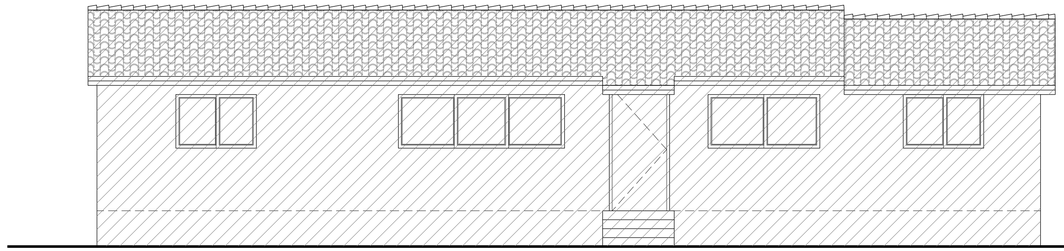
REVISED:

FLOOR PLAN:
PROPOSED

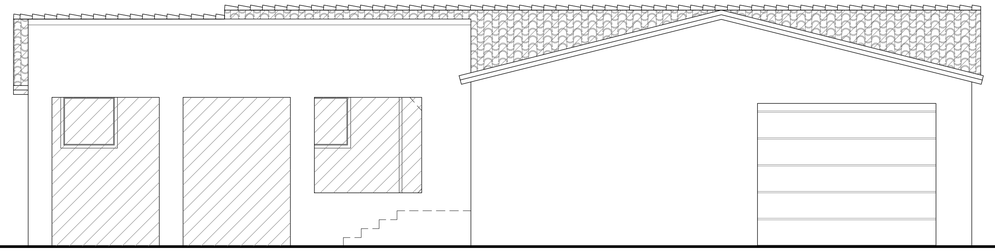
MARTINEZ
RESIDENCE

08/07/2025

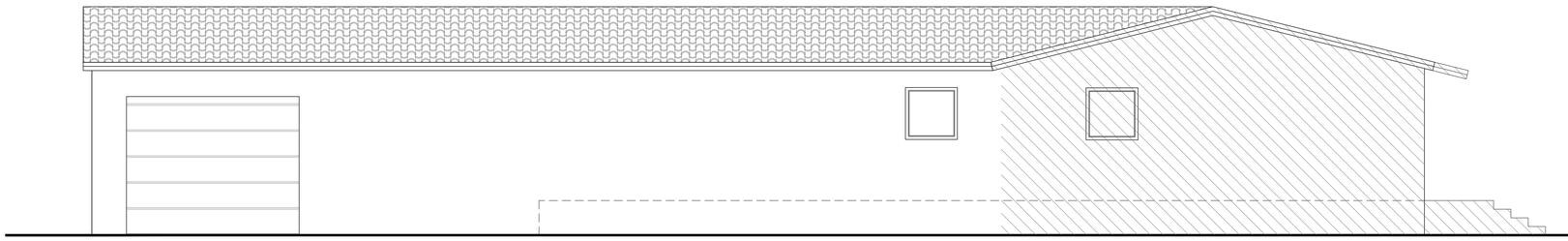
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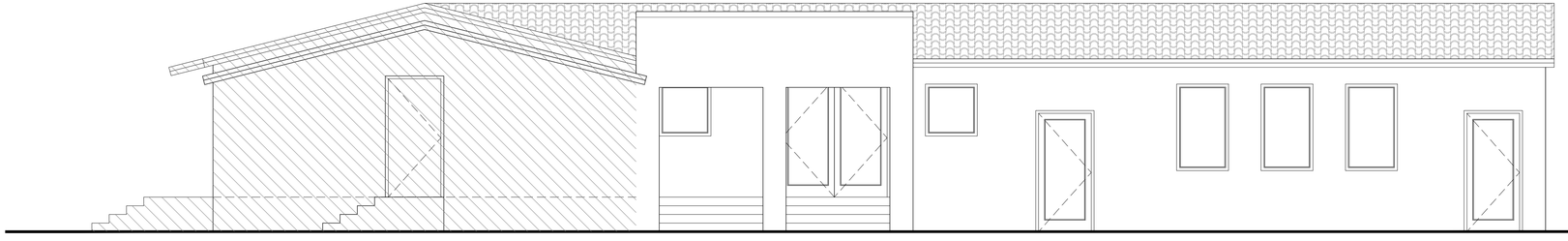
1 **PROPOSED NORTH ELEVATION**
Scale: 1/4" = 1'-0"



2 **PROPOSED SOUTH ELEVATION**
Scale: 1/4" = 1'-0"



3 **PROPOSED EAST ELEVATION**
Scale: 1/4" = 1'-0"



4 **PROPOSED WEST ELEVATION**
Scale: 1/4" = 1'-0"

PROJECT:

ADDITION & RENOVATIONS FOR:
RENIER & MARISOL MARTINEZ
1240 FALCON AVENUE
MIAMI SPRINGS, FL 33166

REQUEST FOR VARIANCE
(NOT FOR CONSTRUCTION)

SEAL:

STATE OF FLORIDA — DANIEL GOMEZ — AR96826 — REGISTERED ARCHITECT

Digitally signed by Daniel Gomez
Date: 2025.10.06 22:36:40 -04'00'

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REVISED:

ELEVATIONS:
PROPOSED

MARTINEZ
RESIDENCE

08/07/2025

A4.0

DANIEL GOMEZ
architect

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Letter of Intent to Request Variance for Rear Yard Setback

October 6, 2025

City of Miami Springs
Zoning & Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re:	Request for Variance – Rear Yard Setback
Property:	1240 Falcon Avenue, Miami Springs, FL 33166
Folio #:	05-3024-017-0770
Owner / Applicant:	Marisol Martinez & Renier Martinez

Dear Members of the Board of Adjustment,

On behalf of Marisol and Renier Martinez, I respectfully resubmit this Letter of Intent to address staff comments and to provide specific findings under each hardship criterion in **Section 150-111** of the City Code in support of the requested variance to reduce the rear yard setback from 25′-0″ to 15′-0″.

Purpose of the Request
The owners seek a 10-foot reduction in the required rear yard setback to construct a one-story addition containing a primary bedroom suite, home office, and a combined garage/workshop that replaces previously removed nonconforming sheds (Code Case #24-0800). The proposed structure provides secure, enclosed storage for classic automobiles and restoration equipment that were formerly housed in those sheds.

Project Narrative and Hardship Explanation
While the lot size (7,200 square feet) conforms to R-1C standards, the existing residence is positioned unusually deep on the site (approximately 35 feet from the front property line) leaving a relatively limited rear buildable area once the required 25-foot setback and the home's footprint are considered.

Design alternatives were analyzed, including:

- Expanding laterally to the east or west sides. Tying onto the existing roof would be unfeasible. The existing side-yard setbacks and the interior layout of the home would require extensive demolition of structurally sound portions of the home, making the home unlivable during construction.
- Building upward with a second story. This would exceed the owners' means and introduce structural loads and stair access inconsistent with the one-story character of neighboring homes.

Given these constraints, maintaining the addition within the current home's alignment and extending modestly toward the rear is the most practical and least disruptive solution. The requested 15-foot setback allows proper functional depth for a standard vehicle bay and workspace while preserving a usable rear yard.

The hardship is therefore tied to the existing placement of the residence on the lot, the narrow usable depth behind the home, and the removal of prior covered storage, rather than a desire for convenience or aesthetic preference.

DANIEL GOMEZ
architect

R.A., A.I.A., N.C.A.R.B.
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Miami Springs, FL 33166
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Responses to Hardship Criteria (Section 150-111)

Criterion No. 1:
The granting of the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision will result in unnecessary hardship, and the spirit of the chapter shall be observed, and substantial justice done.

The special condition is the residence's deep siting and the elimination of the former sheds, which together restrict the ability to provide secure, code-compliant storage. Strict enforcement would cause unnecessary hardship by preventing reasonable use of the property for typical residential needs. The requested relief is minimal and preserves the intent of the Code by maintaining open space, neighborhood character, and compliance with all other standards.

Criterion No. 2:
The variance shall not constitute any change in the districts shown on the zoning map.

Approval will not alter the R-1C zoning district boundaries or permitted uses. The property will remain a single-family residential lot consistent with surrounding zoning and land use.

Criterion No. 3:
The variance shall not impair an adequate supply of light and air to adjacent property or materially increase the danger of fire.

A 15-foot rear setback maintains ample open area for light and air circulation. The new construction will meet current Florida Building Code and fire-separation standards, including fire-rated assemblies and required clearances. The proposal therefore will not increase fire risk or impair adjacent property conditions.

Criterion No. 4:
The variance shall not materially diminish or impair established property values within the surrounding area.

Replacing outdated accessory sheds with a permanent, Florida Building Code compliant structure will enhance the property's appearance and value, contributing positively to the neighborhood. The improvement is compatible in scale and materials with nearby residences and will not adversely affect property values.

Criterion No. 5:
The variance shall not in any other respect impair the public health, safety, morals, and general welfare of the City.

The proposed addition meets all structural, drainage, and life-safety requirements and will improve site organization by consolidating storage into one compliant building. The project supports the City's goals for orderly development, neighborhood preservation, and overall welfare.

Conclusion & Request

In summary, the requested 10-foot rear-yard variance represents the minimum relief necessary to allow reasonable residential use of the property under its existing constraints. The addition will improve safety, function, and aesthetics without negative impact to neighbors or City services.

We respectfully request approval of this variance. Please let me know if any supplemental information—such as revised site diagrams, drainage details, or neighborhood comparisons—would assist in your review.

Thank you for your time and consideration.

Very truly yours,



Digitally signed
by Daniel Gomez
Date: 2025.10.06
22:18:39 -04'00'

Daniel Gomez, RA, RID, BCA

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AFFIRMING A RECOMMENDATION OF THE CITY'S BOARD OF ADJUSTMENT TO APPROVE WITH CONDITIONS A VARIANCE APPLICATION BY MARISOL AND RENIER MARTINEZ FOR THE PROPERTY LOCATED AT 1240 FALCON AVENUE (PROPERTY FOLIO NO. 05-3024-017-0770) TO PERMIT A 15-FOOT REAR YARD SETBACK WHERE A 25-FOOT REAR YARD SETBACK IS REQUIRED; PROVIDING FOR CONDITIONS; PROVIDING FOR FINAL ORDER; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in Section 150-111 of the City of Miami Springs Code of Ordinances (the "Code"), Marisol and Renier Martinez (collectively, the "Applicant") have submitted a variance application (the "Application") for the property located at 1240 Falcon Avenue (Property Folio No. 05-3024-017-0770), as identified in the legal description attached hereto as Exhibit "A" (the "Property"), to permit a 15-foot rear-yard setback where a 25-foot setback is required; and

WHEREAS, Section 150-111(B)(4) of the City Code provides that the City's Board of Adjustment ("Board") has, among other duties and powers, the ability to "authorize…in specific cases the variance from the terms of [Chapter 30 of the City Code] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of [Chapter 30 of the City Code] will result in unnecessary hardship, and so that the spirit of [Chapter 30 of the City Code] shall be observed and substantial justice done"; and

WHEREAS, City staff has reviewed the Application and recommends denial; and

WHEREAS, on November 17, 2025, after a duly noticed public hearing, the Board considered the presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and based upon competent substantial evidence in the record, voted to recommend approval with conditions of the Application, subject to the conditions set forth and included below; and

WHEREAS, Section 150-113 of the City Code provides that all case recommendations of the Board shall be reviewed at the next regular City Council meeting

following the rendering of the Board's case recommendation, at which time the City Council shall either affirm the Board's recommendation or request a further meeting to be conducted on the recommendation with the City Council sitting as a Board of Appeals; and

WHEREAS, Section 150-113 of the City Code further provides that a motion to affirm the case recommendation of the Board shall constitute final City Council action on each case unless an Appellant, as defined therein, files a written "notice of appeal" with the City Clerk within 10 business days following the rendering of any case decision by the City Council; and

WHEREAS, the City Council has reviewed the Board's recommendation relating to the Application and desires to [affirm the case recommendation of the Board / request a further meeting to be conducted on the recommendation with the City Council sitting as a Board of Appeals] in accordance with Section 150-113(B)(1)(b) of the City Code; 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 foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof.

Section 2. Affirming Board Recommendation. That the City Council hereby [affirms / requests a further meeting to be conducted with the City Council sitting as a Board of Appeals on] the Board's recommendation to approve with conditions the following variance(s) for the Property:

(i) A variance to permit a 15-foot rear yard setback for the Property where Section 150-043(F) of the City Code requires a minimum setback of twenty-five (25) feet.

Section 3. Conditions. The Application approval shall be subject to the following conditions:

i. The Property shall be developed in substantial conformance with the plans submitted for this application and the boundary survey by Carlos A. Hernandez, PSM, dated September 29, 2025. Any material deviation shall require additional

City review and approval.

ii. The reduced 15-foot rear yard setback shall apply solely to a proposed addition of approximately 1,471 sq. ft. to the existing principal structure along with a covered patio of approximately 400 sq. ft., as depicted on the site plan submitted with the Application. This approval shall not be transferable to any future construction, modification, or expansion within the required setback areas.

iii. Prior to the issuance of any building permit, the Applicant shall resolve and close Code Enforcement Case No. 24-0800, including the removal of accessory sheds or other noncompliant structures identified in the case or depicted on the survey dated September 29, 2025, prepared by Carlos A. Hernandez, PSM.

iv. Except for the approved rear yard setback reduction, the project shall comply with all other applicable requirements of the R-1C Single-Family District, including maximum lot coverage, side setbacks, height, pervious area, and rear yard coverage standards.

v. This variance does not grant approval for a swimming pool or appurtenances. Any pool shall be subject to separate permitting and must meet all applicable Code standards in effect at the time of permit.

vi. The variance approval shall expire one (1) year from the date of final City Council action if a building permit has not been obtained and construction commenced. Upon showing of unusual circumstances, the City Council may grant one six-month extension.

vii. Failure to comply with the conditions of approval shall constitute a violation of the City Code and may result in revocation of the variance approval in addition to any penalties authorized by law.

viii. No new development application shall be accepted, and no building permit or certificate of occupancy shall be issued for the Property until all cost recovery obligations, publication and notice expenses, and any outstanding application or review fees due to the City of Miami Springs have been paid in full.

Section 4. Final Order. The City Council's motion to affirm the case recommendation of the Board constitutes final City Council action on the Application unless a written notice of appeal is filed with the City Clerk within 10 business days

following the rendering of any case decision by the City Council in accordance with Section 150-113(B)(1)(b) of the City Code. Further appeals from any final decisions of the City Council in regard to any case recommendation of the Board shall be maintained in accordance with the applicable appellate rules and procedures established by the laws of the State of Florida.

Section 5. Violation of Conditions, Limitations of Approval. Noncompliance with the terms and conditions of this approval will be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED this _____ day of , 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____

ERIKA GONZALEZ, MMC
CITY CLERK

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

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

EXHIBIT A

Legal Description

LOT 3, BLOCK 12, OF SPRING VIEW 2ND ADDN, SECOND ADDITION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 51, AT PAGE 100, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B

Proposed Plan

(See Attachment)

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Silvia Vargas, City Planner

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

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Recommendation:

Discussion/Analysis:
On December 2, 2025, after considering City staff's recommendations, the Applicant's testimony, and public comments, the Zoning and Planning Board voted to recommend the following actions to the City Council:

1. Deny the request for a Zoning Code Text Amendment to the O-1 district regulations. (Motion by Madan, seconded by Molina; vote 4-0.)
2. Create a new zoning district, to be designated O-1B, O-2, or another name as determined by the Council, in which nursing, convalescent, and extended-care homes, along with appropriate accessory uses and structures, are the only permitted uses. The development standards for this district should mirror those proposed by the Applicant in the original request, except that the maximum building height shall be limited to 40 feet. (Motion by Molina, seconded by Gomez; vote 4-0.)

Funding:

City of Miami Springs
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO	City Council
FROM	Joshua Nogareda, Senior Planner Silvia Vargas, FAICP, Principal Planner Calvin, Giordano & Associates, Inc. Planning Consultant
CC:	City Manager, City Attorney
DATE	December 8, 2025
SUBJECT	Zoning Map and Zoning Text Amendments – 201 Curtiss Parkway

Case Nos.	Text Amendment: 03-ZP-25 Map Amendment: 04-ZP-25
Applicant(s)	Fairhaven Propco LLC ("Applicant")
Address	201 Curtiss Parkway ("Property")
Folio Number(s)	05-3119-010-2480, 05-3119-010-0620, 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630 and 05-3119-010-0680
Current Future Land Use	Medical/Residential: 05-3119-010-2480, 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630 Single-Family Residential: 05-3119-010-0620 and 05-3119-010-0680 Note: A concurrent application to redesignate the Single-Family Residential parcels to Medical-Residential was approved by City Council on 1st reading on November 11, 2025
Current Zoning District	R-3C MULTIPLE FAMILY MEDIUM DENSITY 05-3119-010-2480 and 05-3119-010-0620 R-1B SINGLE-FAMILY RESIDENTIAL: 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680

Property

The subject property is the Miami Springs Nursing and Rehabilitation Center, located at 201 Curtiss Parkway (the "Property"). The Property is currently developed and is licensed

to operate as a nursing home facility with a maximum capacity of 329 beds. The site includes approximately forty-four (44) parking spaces.

The Property is comprised of seven (7) parcels, totaling approximately ±6.86 net acres. Please see Figure 1. Aerial for a visual reference of the parcel layout and surrounding context. It consists of seven (7) lots located within Blocks 96 and 97, as recorded in the Public Records of Miami-Dade County in Plat Book 10, Page 79 (the "Plat").

Importantly, the site houses the original Miami Springs Hotel, also known as the Country Club Hotel, which was developed in 1927. This building is a designated historic structure under the City's regulations.

The full legal description is the following:

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

Figure 1. Aerial



Proposal Summary

The applicant is requesting a Zoning Map Amendment to rezone the subject property—consisting of seven (7) parcels currently zoned R-1B (Single Family Residential) and R-3C (Multiple Family Residential, Medium Density) to O-1 (Professional Office District).

Simultaneously, the Applicant is proposing a Zoning Code Text Amendment to the O-1 district regulations to establish specific development standards for nursing, convalescent, and extended-care homes, which are already listed as a permitted use in the district [1]

It is noted that the public right-of-way for Reinette Drive separates parcels 05-3119-010-0620 and 05-3119-010-2480 from the remaining five parcels to the west. While separated by the right-of-way, all seven parcels are under common ownership and will be required to unify through a Unity of Title or a Covenant in Lieu of Unity of Title (in a form acceptable to the City Attorney) as a condition of site plan approval.

The Property's existing zoning and proposed zoning reclassification are presented on the next pages.

Property History

The property located at 201 Curtiss Parkway was originally developed in 1927 as the Hotel Country Club aka Pueblo Hotel by aviation pioneer Glenn H. Curtiss. In 1930, the Property was sold to Dr. John Harvey Kellogg, who converted the hotel into the Miami-Battle Creek Sanitarium, a health resort focused on therapeutic wellness and lifestyle medicine. During World War II, the facility was leased to the Air Transport Command for use as a convalescent facility for military personnel. After the war, it reverted to the Kellogg operation and continued functioning as a wellness center.

[1] In conjunction with its proposed rehabilitation and redevelopment of the Property, the Applicant has also separately applied for: **(a) Site Plan Review** for the proposed redevelopment of the Property which will include renovation of the existing structures, construction of a new three-story building, and the development of a new surface parking lot to support the expanded use; **(b) Future Land Use Map (FLUM) amendment** to redesignate all seven parcels to the Medical/Residential category; and **(c) two Certificates of Appropriateness** from the City's Historic Preservation Board to approve the rehabilitation of existing structures and the proposed new development.

This Staff Report examines only the proposed Zoning Map and Zoning Code Text Amendments. Both requests are contingent upon the adoption of the FLUM amendment, which was considered on 1st reading by Council at their November 11th, 2025, meeting. The Site Plan Approval will be considered by Council separately, and its approval is contingent upon the FLUM, the Zoning Map and the Text Amendments all being approved by Council.

The Historic Preservation Board considered and approved both requested Certificates of Appropriateness with conditions at its September and October 2025 meetings.

In 1959, the site was sold to the Palms Spa Corporation and remained in health-related use. Over time, the Property transitioned into a senior care facility and changed ownership several times—first to Lutheran Services for the Elderly, and later to Fair Havens Realty Corp. LLC. In 2019, the Property was acquired by Fair Havens PropCo LLC, which continues to operate the site as the Miami Springs Nursing & Rehabilitation Center, a licensed 329-bed nursing facility.

The original hotel building, located at the northwest corner of the site, was formally designated a Historic Site by the City of Miami Springs Historic Preservation Board on February 23, 1984, pursuant to the City's Historic Preservation Ordinance. The property has seen several expansions throughout its history. The Kellogg Wing, added in the 1930s, marked the transition from hotel to sanitarium, while additional buildings constructed along Navarre Boulevard in the 1970s supported its long-term use as a nursing home.

Today, the site continues to serve as a nursing and rehabilitation center, providing 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds for a total of 329 beds. However, like many similar older facilities, the Miami Springs Nursing & Rehabilitation Center experienced operational challenges during the COVID-19 pandemic related to room occupancy and shared accommodations. Although the facility is licensed for the number of beds it provides, the current buildings do not adequately meet modern healthcare standards that prioritize patient privacy, infection control, and quality of care.

To address these concerns, the applicant, in a separate application seeking Site Plan approval, proposes to relocate 117 of the existing licensed beds into new rooms within a three-story addition. The proposal does **not** increase the total number of beds; rather, it seeks to redistribute existing capacity.

Figure 2. Zoning Map - Existing:



Figure 3. Zoning Map - Proposed:



The current zoning districts include the following standards:

R-1B Single Family Residential (Sec. 150-042):

- Uses permitted: Single-family dwellings and accessory structures and uses incidental to those single-family dwelling.
- Maximum building height: 2 stories or 30 feet (main buildings).
- Minimum building site area: 7,500 square feet per single-family dwelling.
- Minimum setbacks:
    - Front yard: 30 feet.
    - Side yard: For one-story buildings, 10% of the average width of the lot, but never less than five feet in width. If adjacent to streets, the minimum side yard is 15 feet. In addition, legal non-conforming setbacks may be continued horizontally or vertically as long as the provided setback is no less than 50% of the required setback.
    - Rear yard: 25 feet.
- Minimum floor area: 1,500 square feet.
- Maximum lot coverage: 40%.
- Minimum landscaped pervious area: 30%.

R-3C Multiple-family Residential District (Sec. 150-062):

- Uses permitted: Any use permitted in the R-3A district (which include any use permitted in the R-1A district, multiple-family dwelling and apartment house not to exceed seven units, and hotels with restrictions); guest houses, tourists homes, boarding and lodging houses not to exceed 30 units; signs and parking in accordance with the respective provisions in the Code. Uses permitted in the R-1A district include single-family dwellings, conforming to the regulations for the district.
- Maximum building height: 40 feet or three stories.
- Minimum building site area: varies; for a two-family dwelling, 10,000 square feet per family unit; for a multiple-family dwelling, 2,400 square feet per family unit.
- Minimum front footage: 75 feet.
- Maximum lot coverage: 30 percent.
- Minimum floor area for multifamily: 600 sq. ft. per one bedroom unit; 750 sq. ft. per two-bedroom unit; 900 sq. t. per three-bedroom unit.
  Minimum setbacks:
    - Front yard: 30 feet.
    - Side yard: 10% of the average width of the lot or parcel. However, where any lot or parcel of property in this district adjoins a single-family residential district, the side yards must be at least 15 feet for a single-story structure, 20 feet for a 2-story structure; and 25 feet for a 3-story structure. Also, in that situation, off-street parking shall not go into the required side yards.
    - Rear yard: 20 feet.

- Screening/buffering: A minimum of 5 feet along any boundary of any lot or parcel of property which adjoins a residential district.

The Applicant proposes to amend the zoning of the land to O-1 Professional Office (Sec. 150-080), an existing zoning district which includes nursing homes as a permitted use, with changes proposed to the zoning district regulation as follows (text deletions proposed by the Applicant are reflected in ~~strike-through~~; additions, in underline):

Sec. 150-080. - O-1 professional office district.

(A) There shall be a professional office district, O-1, and the uses permitted in this district shall be any business or professional use similar in nature to those listed below. (These uses are listed for descriptive purposes only and are not intended to be exclusive.)

Abstract title.

Accounting and auditing.

Adjustors, insurance.

Advertising (no shops).

Agency (insurance, employment, travel).

Architects.

Attorneys.

Building contractors (office only).

Chiropractic.

Clinical or laboratory (medical, dental, optical).

Dentist.

Engineering.

Florist shop.

Gift shop.

Insurance.

Interior decorator.

Investigative.

Investment and tax counseling.

Manufacturer's agents.

Market research.

Medical.

Merchants.

Model agency (no school).

Mortgage brokerage.

Nursing, convalescent, extended-care homes, hospitals.

Optometrist.

Planning and zoning consultants.

Public relations.

Real estate.

Secretarial services.

Shoe store.

Stock brokerage.

(B) Signs. See Signs, § 150-030.

(C) Parking standards and requirements. See § 150-016 and § 150-080(L) for nursing, convalescent, and extended-care homes.

(D) Building height limit. The maximum building height shall be 40 feet or three stories.

(E) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(F) Front yard required for a building designed for commercial use. All buildings shall be built to the front property line, except as follows:

(1) A setback of 15 feet may be permitted for beautification purposes only.

(2) Where frontage on the same street has an adjoining or abutting lot restricted to residential use, the front yard requirements of the residential districts shall apply.

Side yard requirements. No side yard is required for a building designed for commercial use, except where required for protective screening, as hereinafter provided.

(H) Rear yard requirements. There shall be a rear yard consisting of an area which is not less than 30 percent of the area of the lot or building site to be improved, in order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(I) Floor area requirements. The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

(J) Protective screening. Where any lot, parcel, or building site in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial lot or parcel at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(K) Commercial installations for business purposes shall not include mixed use for living quarters.

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements.

(1) Building height limit. The maximum building height shall be forty-five (45) feet or three (3) stories.

(2) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(3) Building setbacks.

(a) All yards facing a street: fifteen (15) feet.

(b) Side yards: fifteen (15) feet.

(c) Rear yard: fifteen (15) feet.

The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of fifty (50) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks or encroachments.

(4) Parking. At least one (1) parking space for each three (3) beds for patients contained in such buildings, plus one (1) parking space for each two (2) employees shall be provided. The number of employees shall be calculated based on the maximum number working on the site at one time.

(5) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(6) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

Staff Analysis

The zoning petition process requires the Applicant to demonstrate that the proposed use is consistent with the goals, objectives, and policies of the City, compatible with the character and purpose of the surrounding zoning designations and would not create unfavorable conditions that could affect the public health, safety, and welfare of the City and its residents.

Staff reviewed the proposed amendments and find that, contingent upon the approval of the associated Future Land Use Map (FLUM) amendment, the request to rezone and amend the regulations of the proposed zoning would be consistent with the City's Comprehensive Plan and Zoning Code. The applicant proposes to rezone seven parcels from R-1B (Single Family Residential) and R-3C (Multiple Family Residential, Medium Density) to O-1 (Professional Office District). If the FLUM amendment is approved and the Medical/Residential designation is applied to all seven parcels, the proposed zoning would establish consistency between the Future Land Use Map and the Zoning Map.

The O-1 district, as defined in Section 150-080 of the Zoning Code, permits uses such as "nursing, convalescent, [and] extended-care homes," and provides a more appropriate zoning classification for the existing, legally nonconforming use operating on the site. Although the O-1 zoning district is already established in the City's Zoning Code, there are currently no properties zoned O-1 within the City. This amendment would implement that existing zoning classification onto the Zoning Map in a location that reflects both the current and intended use of the property.

As part of the development application, the Applicant also seeks to amend the Zoning Code to incorporate proposed regulations that will be applicable to the O-1 district. The intent of the proposed text amendment is to provide clearer development standards specifically for nursing and extended-care homes, supporting regulatory consistency for this project and potential future similar uses in the City. The proposed amendments do not alter any of the existing standards that apply to other uses permitted in the O-1 zoning district. Instead, these amendments introduce improved, context-protective standards for the specific uses they regulate, including parking, lot coverage, impervious area, and buffering requirements that are not present today.

Staff note that the western boundary of the property, where five of the parcels are currently undeveloped and would be rezoned from R-1B to O-1, and where a new parking lot is being proposed, abuts a Single Family Residential (R-1B) district. Additionally, the southernmost parcel—where a new addition is proposed—faces R-1B zoning across the street. Staff recommended to the Applicant to strengthen buffering requirements and to add maximum lot coverage and impervious area provisions. The Applicant has complied. Any other compatibility concerns will be addressed through the concurrent Site Plan Review process submitted as part of the development application.

Recommendations

Staff recommend **approval** of the Zoning Map Amendment, subject to the approval of the Future Land Use Map amendment, as the request:

1. Would align the site's zoning with the proposed Medical/Residential land use designation.
2. Supports the integration of a nonconforming use into a compatible, conforming zoning district.
3. Implements an existing but previously unmapped zoning category in a contextually appropriate location.
4. Aligns with the goals, objectives, and policies of the City's Comprehensive Plan.
5. Is not anticipated to adversely affect the public health, safety, or welfare.

Staff also recommend **approval** of the Zoning Code Text Amendment, with potential consideration of the following additions, highlighted below in yellow:

…

(B) Signs. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

…

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements:

…

(C) Parking standards and requirements. See § 150-016. In addition, see § 150-080(L) for required parking for nursing, convalescent, and extended-care homes.

…

7) A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power HVAC systems to maintain a temperature at or

below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

NOTE: While the latter proposed condition overlaps with statutory requirements in some ways, it is more specific as follows:

1. Requires a permanent, hard-wired, city-permitted generator, inspected by the city, and installed before certificate of use/licensing.
2. Specifies "medical equipment necessary to sustain life and health" as opposed to the broader "life-safety systems, critical systems, and equipment necessary to maintain safe indoor air temperature"
3. Includes the option of "a continuous fuel source by permanently installed infrastructure."

Rule 59A-4.1265 sets a minimum statewide standard and does not prevent local governments from adopting a more stringent standard.

Attachments

The following documents are attached to this report as reference to the Application.

1. Letter of Intent
2. Application (On file, available via the City Clerk's office)
3. Ordinance Amending Zoning Map
4. Ordinance Approving Zoning Text Amendment
5. Proposed Text Amendment – Exhibit A to Ordinance Approving Text Amendment (Applicant proposal)

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

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August 18, 2025

VIA ELECTRONIC MAIL

Ms. Silvia Vargas
City of Miami Springs
Zoning & Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re: Updated Letter of Intent for the Miami Springs Nursing and Rehab Center Property Located at 201 Curtiss Parkway, Miami Springs, Florida

Dear Ms. Vargas,

This firm represents Fairhaven Propco LLC (the "Applicant"), the owner of the Miami Springs Nursing and Rehab Center located at 201 Curtiss Parkway (the "Property") in the City of Miami Springs (the "City"). This letter shall serve as the Applicant's updated letter of intent in connection with the following requests: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) phased site plan review, and (v) certificate of appropriateness.

The approval of the requests will allow the Applicant to realize the most significant set of operational improvements to the Property in half a century, with no increase in the number of patient beds. In sum, the proposed redevelopment will improve the lives of the Center's patients, set the Property on a path for continued success for its second century, and markedly improve the Center's parking and access.

Property Description. The Property is arguably the most well-known commercial site in the City. The site houses the original Miami Springs Hotel Country Club Hotel building, which was developed in 1927 and is a designated historic structure under the City's regulations. The original Hotel building was later joined by expansions developed in the 1930s (the Kellogg wing) when the hotel use was turned into a sanitarium and 1970s (the three buildings along Navarre Boulevard) when the site had already been

operating as a nursing home for decades. To date, there has not been an effort to comprehensively modernize the access and parking for the Property since its original construction. The existing nursing home use is licensed for 329 beds. The current number of parking spaces on the site is approximately forty-four (44).

The Property is comprised of seven parcels, totaling approximately 6.86 net acres in size. See Figure 1, Aerial, below. The Property consists of various lots on Blocks 96 and 97 recorded in the Public Records of Miami-Dade County Plat Book 10 at Page 79 (the "Plat"). For ease of reference, a summary of each parcel's property information is shown below, reflecting the associated Folio number, plat information, and square footage of each parcel. See Figure 2, Property Information, below.

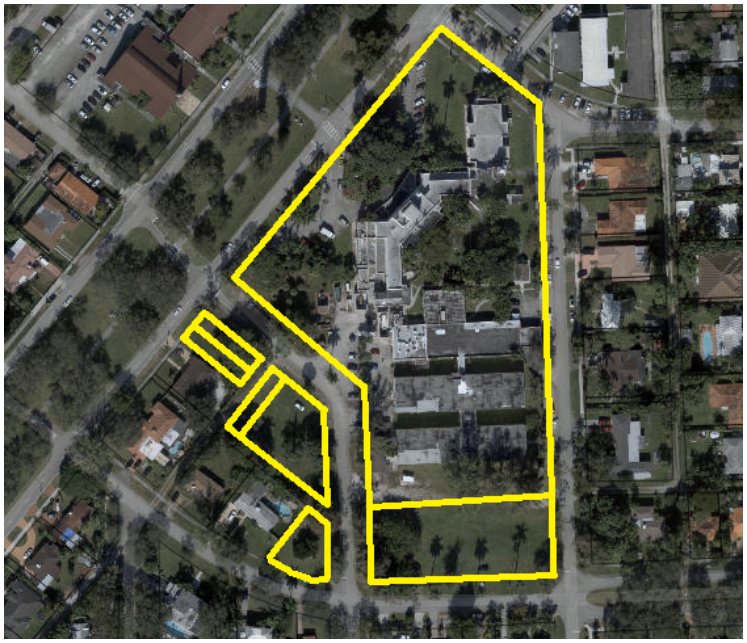


Figure 1. Aerial

Property Information Summary		
Folio No.	**Plat Information**	**Square Feet**
05-3119-010-2480	Block 96, Lot 116	196,553
05-3119-010-0620	Block 96, Lots 1-10	42,588
05-3119-010-0630	Block 97, Lot 1	2,800
05-3119-010-0640	Block 97, Lot 2	2,800
05-3119-010-0680	Block 97, Lot 18	10,768
05-3119-010-0690	Block 92, Lot 21	2,725
05-3119-013-1010	Blcok 97, Tract B	18,639

Figure 2. Property Information

Land Use. The majority of the Property is designated Medical/Residential under the City's Future Land Use Map, while some portions are designated Single Family Residential. See Figure 3, below. Specifically, the parcels with Folio numbers 05-3119-010-0620 and 05-3119-010-0680 are designated Single Family Residential, while the rest are Medical/Residential.

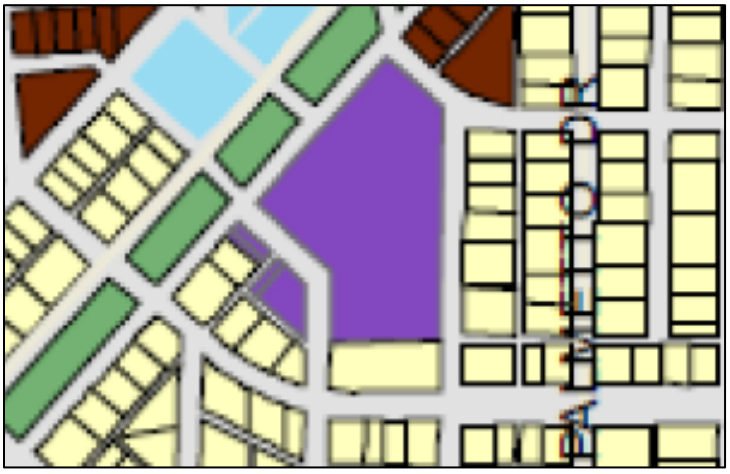


Figure 3. Future Land Use Map

According to the City's Comprehensive Plan, the Medical/Residential category of land use allows nursing home and similar facilities for long term medical care in a residential environment. Buildings in the Medical/Residential category are limited to a floor area ratio of 0.5 and are allowed a maximum density of 20 dwelling units per acre.

Zoning. The majority of the Property is zoned "R-3C" (multifamily) according to the City's Zoning Map, while some of the parcels are zoned R-1B (single-family). See Figure 4, below. Specifically, the parcels with Folio numbers 05-3119-010-2480 and 05-3119-010-0620 are zoned R-3C, while the rest are zoned R-1B.

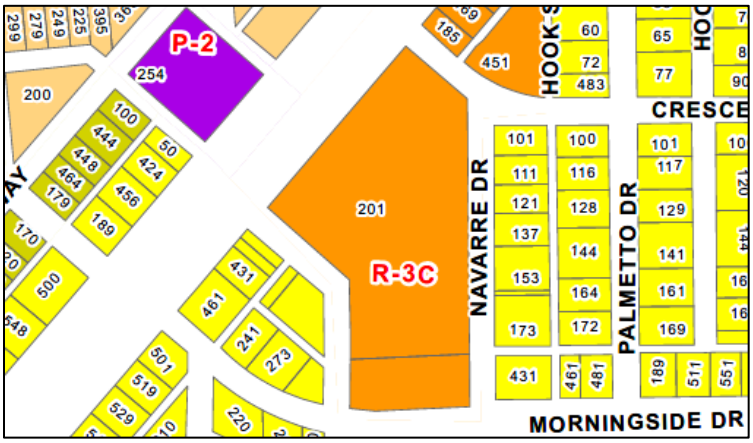


Figure 4. Zoning Map

Project. The proposed phased redevelopment of Miami Springs Nursing and Rehab Center represents the most significant enhancement to the Property in over half a century, improving both its functionality and aesthetic appeal while preserving its historic character. See Figure 5, below. The Project is designed to be implemented in phases. Phase 1 will focus on operational improvements to the Property, including parking, driveways, and site circulation.[1] Phase 2 will consist of the new construction component, to follow at a later date once the operational upgrades have been completed.

The Property currently accommodates 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds, totaling 329 beds. No new beds are being added in the instant application. Phase 1 of the project will locate all beds within the existing structure (following some important interior and structural improvements to the historic building). Phase 2 contemplates the relocation of 117 beds into private rooms within a new three-story building, with 39 beds per floor.

The Project does not increase the total number of beds but will significantly improve the efficiency and practicality of the site.

Phase 1 Operational Improvements. Equally important to the improvements to patient comfort and care that will come with Phase 1 of the Project, the Applicant is proposing a series of important operational improvements.

[1] The Applicant will be separately processing a certificate of appropriateness for improvements to the existing historic structure intended to resolve long-existing structural issues and improve the exterior. The instant certificate of appropriateness application is limited to site improvements within the Historic Preservation Board's jurisdiction.

First, a new parking lot will be constructed to serve the nursing home and the front parking area along Curtiss Parkway will be strategically reconfigured, resulting in a total of 227 parking spaces (as noted above, the current parking count on the Property is only approximately 44 spaces).

The proposed parking calculations comply with the Florida Agency for Health Care Administration guidelines, providing one space per three beds and one space per every two employees. The new addition will encompass approximately 53,345 square feet, with designated areas for patient rooms, activities, office space, storage, and essential service areas. The development is designed to maintain a balanced site layout, with only 26% lot coverage, 49% green area, and minimal paved area at 6%.

Second, access to the site from Curtiss Parkway is proposed to be improved, with the removal of driveways that meet the road at odd angles. These changes should significantly improve the functioning of the Property and its relationship with the neighborhood. At the same time, however, the Applicant is proposing to retain and improve the historic entry to the site.

Finally, the Project will include significant landscaping improvements, including: (1) the planting of fifty-two (52) shade trees as street trees; (2) the installation of thirty-four (34) parking lot trees; (3) the retention of sixteen (16) existing trees and fifty-six (56) existing palms; (4) and the installation of 4,908 new shrubs. There will be some trees removed to accommodate the new development, but the Applicant is proposing on-site mitigation and mitigation via trust fund.

Existing Buildings. As noted above, the Miami Springs Nursing and Rehab Center is partially housed in a historically significant Pueblo Revival-style building, and its preservation is a priority of this Project. All of the existing buildings on the Property, including the historic structure, the Kellogg wing, and the 1970s buildings, will be repainted as part of the Project. The area surrounding the entrance to the hotel will be retained in place.

Policy 1.5.3 of the Comprehensive Plan identifies the Pueblo Hotel portion of the facility as one of the City's most valuable historic resources, and this redevelopment ensures its protection while improving its long-term functionality. Additionally, the Project aligns with Policy 1.13.1 of the Comprehensive Plan, which encourages the rehabilitation and adaptive reuse of historically valuable buildings. By modernizing the facility while maintaining the Property's architectural integrity, this Project will enhance the site's historic character and contribute to the City's overall design vision. Furthermore, the proposed parking improvements will provide much-

needed relief, addressing long-standing parking challenges faced by the nursing home and its residents.



Figure 5. Phase 2 Project Rendering.

Requests. The Applicant respectfully seeks approval of the following requests, as described below: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) site plan review, and (v) certificate of appropriateness.

Land Use Map Amendment. The Property is currently designated as both Medical/Residential and Single Family Residential on the City's Future Land Use Map. To align with objectives of the Comprehensive Plan and facilitate redevelopment, the Applicant requests an amendment to designate the entire Property as Medical/Residential. This designation is necessary to facilitate the continued operation and enhancement of the nursing home while ensuring consistency in land use. Consolidating the designation will provide a more logical and cohesive planning approach, allowing for the efficient use of the site while maintaining compatibility with the surrounding area.

Zoning Change. The Applicant seeks to rezone the Property from R-3C and R-1B to O-1 (Professional Office District), which aligns with the current and intended use of the site. The O-1

designation expressly permits "nursing, convalescent, [and] extended-care homes. . . ." The proposed zoning change will ensure that the redevelopment is consistent with the City's land use policies and land development regulations and allows for the long-term operation of the facility while preserving the site's historic and functional integrity.

Zoning Code Text Amendment. The Applicant proposes an amendment to the O-1 district regulations to add specific requirements for nursing, convalescent, and extended-care homes, which are already a permitted use in the district. The O-1 regulations have been in place for decades but there are currently no sites zoned O-1 in the City. In order to provide clarity for the Project and future similar uses in the City, the Applicant is proposing to amend the O-1 standards to incorporate regulations addressing:

- A maximum building height of forty-five (45) feet or three stories.
- A minimum lot size of 15,000 square feet.
- Setback requirements of fifteen (15) feet for front, side, and rear yards, with existing historic structures permitted to retain nonconforming setbacks.
- Parking requirements of one (1) space per three (3) beds and one (1) space per two (2) employees, ensuring adequate on-site parking to meet operational needs.

These modifications will ensure that the zoning regulations appropriately accommodate the proposed use while maintaining consistency with the City's planning framework. As noted above, the proposed parking standard is based on the Florida Agency for Health Care Administration guidelines

Phased Site Plan Review. Site plan review is required to evaluate the proposed redevelopment. The Applicant has submitted detailed plans demonstrating compliance with applicable development standards and the intent of the O-1 district (as proposed to be amended). The proposed redevelopment is designed to enhance the Property's functionality while preserving its historic character, maintaining compatibility with surrounding uses, and improving site efficiency. The phased site plan incorporates a balanced layout that includes necessary patient accommodations, staff facilities, and parking, ensuring that the development meets both regulatory requirements and the operational needs of the nursing home.

Improvements to Historic Site/ Certificate of Appropriateness. Fair Havens Nursing Home is a historically designated property, and any modifications to the site must comply with Chapter 153 of the City Code.

Please note that the Applicant is submitting a separate certificate of appropriateness application for restoration and rehabilitation of the Property's historic building. The scope of the instant application is limited to site improvements, including the realignment of drives and creation of new parking areas. None of the historically important site elements of the Property are proposed to be modified.

Conclusion. We are excited to be bringing a truly game-changing set of improvements to the Property. The proposed redevelopment represents a significant improvement to the Property, enhancing both its operational efficiency and historic preservation while maintaining compatibility with the City's planning objectives. The requested land use and zoning changes will ensure regulatory consistency, while the zoning code amendment will establish clear development standards tailored to the needs of nursing, convalescent, and extended-care homes. The site plan has been carefully designed to balance functionality, aesthetics, and historic integrity and prepare the Property for another century of success.

For these reasons, the Applicant respectfully requests approval of the proposed amendments and entitlements. We appreciate the City's consideration of this application and look forward to working collaboratively throughout the review process. Please do not hesitate to contact us should you require any additional information.

Sincerely,

Graham Penn

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING SECTION 150-080 OF THE CITY'S ZONING CODE TO PROVIDE CLEARER DEVELOPMENT STANDARDS FOR NURSING AND EXTENDED-CARE HOMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the City Council seeks to clarify and strengthen the provisions applicable to nursing homes, convalescent, and extended-care homes; and

WHEREAS, Fairhaven Propco LLC**,** a private applicant, has submitted a petition for a text amendment to the City's Zoning Code, requesting modifications to its regulations in accordance with Sec. 150-104 of the Zoning Code; and

WHEREAS, to achieve this objective, the Council has determined that the amendments set forth in Exhibit A attached hereto and incorporated herein should be adopted; and

WHEREAS, on _____, 2025, the Council convened in its capacity as the Local Planning Agency and recommended [approval/approval with modifications/denial] of the proposed Ordinance; and

WHEREAS, after reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations [are/are not] in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

WHEREAS, the City Council finds that this Ordinance [is/is not] in the best interest and welfare of the residents of the City.

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

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by amending Section 150-080, which said sections read as follows: *See* Exhibit A attached hereto and incorporated herein.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____

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

Exhibit “A”

(See attached)

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY ±6.86 NET ACRES OF PROPERTY LOCATED AT 201 CURTISS PARKWAY AND ASSOCIATED PARCELS, FROM R-3C MULTIPLE FAMILY RESIDENTIAL, MEDIUM DENSITY, AND R-1B SINGLE-FAMILY RESIDENTIAL, TO O-1 PROFESSIONAL OFFICE DISTRICT, AS LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fairhaven Propco LLC (the "Applicant") has submitted an application requesting a change to the existing zoning classifications of seven (7) parcels totaling approximately ±6.86 net acres located at 201 Curtiss Parkway and associated parcels (the "Property"), as legally described in Exhibit "A" attached hereto; and

WHEREAS, the Property is presently zoned R-3C Multiple Family Residential, Medium Density for parcels identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620, and R-1B Single-Family Residential for parcels identified by Folio Nos. 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680; and

WHEREAS, the Application seeks to change the existing zoning classifications for the Property to the O-1 Professional Office District in order to place the existing licensed nursing home facility into a zoning district in which nursing, convalescent, and extended-care homes are permitted uses (the "Application"); and

WHEREAS, after careful review and deliberation of the Application, City staff has determined that the proposed rezoning is in compliance with the City's Comprehensive Plan and the City Code of Ordinances (the "Code"), and recommends approval, as set forth in the Staff Report dated November 17, 2025; and

WHEREAS, after a duly noticed public hearing on December 2, 2025, the Zoning and Planning Board (the "Board"), considered the presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and,

based upon competent substantial evidence in the record, voted to recommended [approval / approval with conditions / denial] of the Application; and

WHEREAS, pursuant to Section 163.3174(4), Florida Statutes, the City Council, sitting as the Local Planning Agency, held a duly advertised public hearing on ___, 2026, and recommended [approval / approval with conditions / denial] of the Application; and

WHEREAS, on _____, 2025, the City Council conducted a duly noticed public hearing for first reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

WHEREAS, on _____, 2025, the City Council conducted a duly noticed public hearing for second reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

WHEREAS, the Mayor and City Council find that the proposed Application to change the zoning classification of the Property [is / is not] consistent with Florida Law, the City's Comprehensive Plan, and City Code, [furthers / does not further] the purpose, policies, and intent of same, and [is / is not] in the best interest of the City.

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

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

Section 2. Decision. The City Council hereby [approves / approves with conditions / denies] the Application requesting change to the existing zoning classifications for the Property from R-3C Multiple Family Residential, Medium Density, and R-1B Single-Family Residential, to O-1 Professional Office District, as legally described in Exhibit "A" attached hereto and incorporated herein.

Section 3. Authorization. That the City Manager, by and through the Director of Zoning and Planning, is authorized to make the necessary changes to the City's Official

Zoning Map to reflect the change in zoning classification for the Property approved by this Ordinance.

Section 4. **Recording.** The City, or the Applicant if so requested by the City Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

Section 5. **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. **Effective Date.** That this Ordinance shall become effective immediately adoption on Second Reading in accordance with law.

PASSED ON FIRST READING on the ____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
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

Exhibit “A”

LEGAL DESCRIPTION: (Real Property encompassing "Fair Havens Center")

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

ARTICLE VIII. OFFICE DISTRICT

Sec. 150-080. O-1 professional office district.

(A) There shall be a professional office district, O-1, and the uses permitted in this district shall be any business or professional use similar in nature to those listed below. (These uses are listed for descriptive purposes only, and are not intended to be exclusive.)

Abstract title.

Accounting and auditing.

Adjustors, insurance.

Advertising (no shops).

Agency (insurance, employment, travel).

Architects.

Attorneys.

Building contractors (office only).

Chiropractic.

Clinical or laboratory (medical, dental, optical).

Dentist.

Engineering.

Florist shop.

Gift shop.

Insurance.

Interior decorator.

Investigative.

Investment and tax counseling.

Manufacturer's agents.

Market research.

Medical.

Merchants.

Model agency (no school).

Mortgage brokerage.

Nursing, convalescent, extended-care homes, hospitals.

Optometrist.

Planning and zoning consultants.

Public relations.

Real estate.

Secretarial services.

Shoe store.

Stock brokerage.

(B) Signs. See Signs, § 150-030.

(C) Parking standards and requirements. See § 150-016 and § 150-080(L) for nursing, convalescent, and extended-care homes.

(D) Building height limit. The maximum building height shall be 40 feet or three stories.

(E) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(F) Front yard required for a building designed for commercial use. All buildings shall be built to the front property line, except as follows:

(1) A setback of 15 feet may be permitted for beautification purposes only.

(2) Where frontage on the same street has an adjoining or abutting lot restricted to residential use, the front yard requirements of the residential districts shall apply.

(G) Side yard requirements. No side yard is required for a building designed for commercial use, except where required for protective screening, as hereinafter provided.

(H) Rear yard requirements. There shall be a rear yard consisting of an area which is not less than 30 percent of the area of the lot or building site to be improved, in order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(I) Floor area requirements. The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

(J) Protective screening. Where any lot, parcel, or building site in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial lot or parcel at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(K) Commercial installations for business purposes shall not include mixed use for living quarters.

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements.

(1) Building height limit. The maximum building height shall be forty-five (45) feet or three (3) stories.

(2) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(3) Building setbacks.

(a) All yards facing a street: fifteen (15) feet.

(b) Side yards: fifteen (15) feet.

(c) Rear yard: fifteen (15) feet.

The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of fifty (50) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks or encroachments.

(4) Parking. At least one (1) parking space for each three (3) beds for patients contained in such buildings, plus one (1) parking space for each two (2) employees shall be provided. The number of employees shall be calculated based on the maximum number working on the site at one time.

(5) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(6) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Silvia Vargas, City Planner

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

Recommendation:

Discussion/Analysis:
On December 2, 2025, after considering City staff's recommendations, the Applicant's testimony, and public comments, the Zoning and Planning Board voted to recommend the following actions to the City Council:

To approve a Zoning Map Amendment that rezones only the parcels identified below from R-3C (Multiple Family Residential, Medium Density) to the newly established zoning classification for nursing, convalescent, and extended care homes, contingent upon City Council's approval of that new classification:

1. All of Block 116, Section 2 of Country Club Estates, according to the Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami-Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69-429, and

North 10 feet of Lots 1 through 10, Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida, further identified as Folio 05-3119-010-2480.
2. South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87-120, Section 2 of Country Club Estates, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami-Dade County, Florida, further identified as Folio 05-3119-010-0620.

(Motion by Tallman, 2nd by Molina. Vote: 4-0)

Funding:

City of Miami Springs
201 Westward Drive Miami Springs, FL 33166
Phone: (305) 805-5034 Fax: (305) 805-5036 Website: www.miamisprings-fl.gov

CITY OF MIAMI SPRINGS PLANNING DEPARTMENT

STAFF REPORT

TO	City Council
FROM	Joshua Nogareda, Senior Planner Silvia Vargas, FAICP, Principal Planner Calvin, Giordano & Associates, Inc. Planning Consultant
CC:	City Manager, City Attorney
DATE	December 8, 2025
SUBJECT	Zoning Map and Zoning Text Amendments – 201 Curtiss Parkway

Case Nos.	Text Amendment: 03-ZP-25 Map Amendment: 04-ZP-25
Applicant(s)	Fairhaven Propco LLC ("Applicant")
Address	201 Curtiss Parkway ("Property")
Folio Number(s)	05-3119-010-2480, 05-3119-010-0620, 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630 and 05-3119-010-0680
Current Future Land Use	Medical/Residential: 05-3119-010-2480, 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630 Single-Family Residential: 05-3119-010-0620 and 05-3119-010-0680 Note: A concurrent application to redesignate the Single-Family Residential parcels to Medical-Residential was approved by City Council on 1st reading on November 11, 2025
Current Zoning District	R-3C MULTIPLE FAMILY MEDIUM DENSITY 05-3119-010-2480 and 05-3119-010-0620 R-1B SINGLE-FAMILY RESIDENTIAL: 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680

Property

The subject property is the Miami Springs Nursing and Rehabilitation Center, located at 201 Curtiss Parkway (the "Property"). The Property is currently developed and is licensed

to operate as a nursing home facility with a maximum capacity of 329 beds. The site includes approximately forty-four (44) parking spaces.

The Property is comprised of seven (7) parcels, totaling approximately ±6.86 net acres. Please see Figure 1. Aerial for a visual reference of the parcel layout and surrounding context. It consists of seven (7) lots located within Blocks 96 and 97, as recorded in the Public Records of Miami-Dade County in Plat Book 10, Page 79 (the "Plat").

Importantly, the site houses the original Miami Springs Hotel, also known as the Country Club Hotel, which was developed in 1927. This building is a designated historic structure under the City's regulations.

The full legal description is the following:

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

Figure 1. Aerial



Site Aerial

201 Curtiss Parkway

Date: 5/12/2025

0 100 Feet

Proposal Summary

The applicant is requesting a Zoning Map Amendment to rezone the subject property—consisting of seven (7) parcels currently zoned R-1B (Single Family Residential) and R-3C (Multiple Family Residential, Medium Density) to O-1 (Professional Office District).

Simultaneously, the Applicant is proposing a Zoning Code Text Amendment to the O-1 district regulations to establish specific development standards for nursing, convalescent, and extended-care homes, which are already listed as a permitted use in the district [1]

It is noted that the public right-of-way for Reinette Drive separates parcels 05-3119-010-0620 and 05-3119-010-2480 from the remaining five parcels to the west. While separated by the right-of-way, all seven parcels are under common ownership and will be required to unify through a Unity of Title or a Covenant in Lieu of Unity of Title (in a form acceptable to the City Attorney) as a condition of site plan approval.

The Property's existing zoning and proposed zoning reclassification are presented on the next pages.

Property History

The property located at 201 Curtiss Parkway was originally developed in 1927 as the Hotel Country Club aka Pueblo Hotel by aviation pioneer Glenn H. Curtiss. In 1930, the Property was sold to Dr. John Harvey Kellogg, who converted the hotel into the Miami-Battle Creek Sanitarium, a health resort focused on therapeutic wellness and lifestyle medicine. During World War II, the facility was leased to the Air Transport Command for use as a convalescent facility for military personnel. After the war, it reverted to the Kellogg operation and continued functioning as a wellness center.

[1] In conjunction with its proposed rehabilitation and redevelopment of the Property, the Applicant has also separately applied for: **(a) Site Plan Review** for the proposed redevelopment of the Property which will include renovation of the existing structures, construction of a new three-story building, and the development of a new surface parking lot to support the expanded use; **(b) Future Land Use Map (FLUM) amendment** to redesignate all seven parcels to the Medical/Residential category; and **(c) two Certificates of Appropriateness** from the City's Historic Preservation Board to approve the rehabilitation of existing structures and the proposed new development.

This Staff Report examines only the proposed Zoning Map and Zoning Code Text Amendments. Both requests are contingent upon the adoption of the FLUM amendment, which was considered on 1st reading by Council at their November 11th, 2025, meeting. The Site Plan Approval will be considered by Council separately, and its approval is contingent upon the FLUM, the Zoning Map and the Text Amendments all being approved by Council.

The Historic Preservation Board considered and approved both requested Certificates of Appropriateness with conditions at its September and October 2025 meetings.

In 1959, the site was sold to the Palms Spa Corporation and remained in health-related use. Over time, the Property transitioned into a senior care facility and changed ownership several times—first to Lutheran Services for the Elderly, and later to Fair Havens Realty Corp. LLC. In 2019, the Property was acquired by Fair Havens PropCo LLC, which continues to operate the site as the Miami Springs Nursing & Rehabilitation Center, a licensed 329-bed nursing facility.

The original hotel building, located at the northwest corner of the site, was formally designated a Historic Site by the City of Miami Springs Historic Preservation Board on February 23, 1984, pursuant to the City's Historic Preservation Ordinance. The property has seen several expansions throughout its history. The Kellogg Wing, added in the 1930s, marked the transition from hotel to sanitarium, while additional buildings constructed along Navarre Boulevard in the 1970s supported its long-term use as a nursing home.

Today, the site continues to serve as a nursing and rehabilitation center, providing 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds for a total of 329 beds. However, like many similar older facilities, the Miami Springs Nursing & Rehabilitation Center experienced operational challenges during the COVID-19 pandemic related to room occupancy and shared accommodations. Although the facility is licensed for the number of beds it provides, the current buildings do not adequately meet modern healthcare standards that prioritize patient privacy, infection control, and quality of care.

To address these concerns, the applicant, in a separate application seeking Site Plan approval, proposes to relocate 117 of the existing licensed beds into new rooms within a three-story addition. The proposal does **not** increase the total number of beds; rather, it seeks to redistribute existing capacity.

Figure 2. Zoning Map - Existing:



Figure 3. Zoning Map - Proposed:



The current zoning districts include the following standards:

R-1B Single Family Residential (Sec. 150-042):

- Uses permitted: Single-family dwellings and accessory structures and uses incidental to those single-family dwelling.
- Maximum building height: 2 stories or 30 feet (main buildings).
- Minimum building site area: 7,500 square feet per single-family dwelling.
- Minimum setbacks:
    - Front yard: 30 feet.
    - Side yard: For one-story buildings, 10% of the average width of the lot, but never less than five feet in width. If adjacent to streets, the minimum side yard is 15 feet. In addition, legal non-conforming setbacks may be continued horizontally or vertically as long as the provided setback is no less than 50% of the required setback.
    - Rear yard: 25 feet.
- Minimum floor area: 1,500 square feet.
- Maximum lot coverage: 40%.
- Minimum landscaped pervious area: 30%.

R-3C Multiple-family Residential District (Sec. 150-062):

- Uses permitted: Any use permitted in the R-3A district (which include any use permitted in the R-1A district, multiple-family dwelling and apartment house not to exceed seven units, and hotels with restrictions); guest houses, tourists homes, boarding and lodging houses not to exceed 30 units; signs and parking in accordance with the respective provisions in the Code. Uses permitted in the R-1A district include single-family dwellings, conforming to the regulations for the district.
- Maximum building height: 40 feet or three stories.
- Minimum building site area: varies; for a two-family dwelling, 10,000 square feet per family unit; for a multiple-family dwelling, 2,400 square feet per family unit.
- Minimum front footage: 75 feet.
- Maximum lot coverage: 30 percent.
- Minimum floor area for multifamily: 600 sq. ft. per one bedroom unit; 750 sq. ft. per two-bedroom unit; 900 sq. t. per three-bedroom unit.
  Minimum setbacks:
    - Front yard: 30 feet.
    - Side yard: 10% of the average width of the lot or parcel. However, where any lot or parcel of property in this district adjoins a single-family residential district, the side yards must be at least 15 feet for a single-story structure, 20 feet for a 2-story structure; and 25 feet for a 3-story structure. Also, in that situation, off-street parking shall not go into the required side yards.
    - Rear yard: 20 feet.

- Screening/buffering: A minimum of 5 feet along any boundary of any lot or parcel of property which adjoins a residential district.

The Applicant proposes to amend the zoning of the land to O-1 Professional Office (Sec. 150-080), an existing zoning district which includes nursing homes as a permitted use, with changes proposed to the zoning district regulation as follows (text deletions proposed by the Applicant are reflected in ~~strike-through~~; additions, in underline):

Sec. 150-080. - O-1 professional office district.

(A) There shall be a professional office district, O-1, and the uses permitted in this district shall be any business or professional use similar in nature to those listed below. (These uses are listed for descriptive purposes only and are not intended to be exclusive.)

Abstract title.

Accounting and auditing.

Adjustors, insurance.

Advertising (no shops).

Agency (insurance, employment, travel).

Architects.

Attorneys.

Building contractors (office only).

Chiropractic.

Clinical or laboratory (medical, dental, optical).

Dentist.

Engineering.

Florist shop.

Gift shop.

Insurance.

Interior decorator.

Investigative.

Investment and tax counseling.

Manufacturer's agents.

Market research.

Medical.

Merchants.

Model agency (no school).

Mortgage brokerage.

Nursing, convalescent, extended-care homes, hospitals.

Optometrist.

Planning and zoning consultants.

Public relations.

Real estate.

Secretarial services.

Shoe store.

Stock brokerage.

(B) Signs. See Signs, § 150-030.

(C) Parking standards and requirements. See § 150-016 and § 150-080(L) for nursing, convalescent, and extended-care homes.

(D) Building height limit. The maximum building height shall be 40 feet or three stories.

(E) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(F) Front yard required for a building designed for commercial use. All buildings shall be built to the front property line, except as follows:

(1) A setback of 15 feet may be permitted for beautification purposes only.

(2) Where frontage on the same street has an adjoining or abutting lot restricted to residential use, the front yard requirements of the residential districts shall apply.

Side yard requirements. No side yard is required for a building designed for commercial use, except where required for protective screening, as hereinafter provided.

(H) Rear yard requirements. There shall be a rear yard consisting of an area which is not less than 30 percent of the area of the lot or building site to be improved, in order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(I) Floor area requirements. The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

(J) Protective screening. Where any lot, parcel, or building site in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial lot or parcel at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(K) Commercial installations for business purposes shall not include mixed use for living quarters.

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements.

(1) Building height limit. The maximum building height shall be forty-five (45) feet or three (3) stories.

(2) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(3) Building setbacks.

(a) All yards facing a street: fifteen (15) feet.

(b) Side yards: fifteen (15) feet.

(c) Rear yard: fifteen (15) feet.

The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of fifty (50) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks or encroachments.

(4) Parking. At least one (1) parking space for each three (3) beds for patients contained in such buildings, plus one (1) parking space for each two (2) employees shall be provided. The number of employees shall be calculated based on the maximum number working on the site at one time.

(5) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(6) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

Staff Analysis

The zoning petition process requires the Applicant to demonstrate that the proposed use is consistent with the goals, objectives, and policies of the City, compatible with the character and purpose of the surrounding zoning designations and would not create unfavorable conditions that could affect the public health, safety, and welfare of the City and its residents.

Staff reviewed the proposed amendments and find that, contingent upon the approval of the associated Future Land Use Map (FLUM) amendment, the request to rezone and amend the regulations of the proposed zoning would be consistent with the City's Comprehensive Plan and Zoning Code. The applicant proposes to rezone seven parcels from R-1B (Single Family Residential) and R-3C (Multiple Family Residential, Medium Density) to O-1 (Professional Office District). If the FLUM amendment is approved and the Medical/Residential designation is applied to all seven parcels, the proposed zoning would establish consistency between the Future Land Use Map and the Zoning Map.

The O-1 district, as defined in Section 150-080 of the Zoning Code, permits uses such as "nursing, convalescent, [and] extended-care homes," and provides a more appropriate zoning classification for the existing, legally nonconforming use operating on the site. Although the O-1 zoning district is already established in the City's Zoning Code, there are currently no properties zoned O-1 within the City. This amendment would implement that existing zoning classification onto the Zoning Map in a location that reflects both the current and intended use of the property.

As part of the development application, the Applicant also seeks to amend the Zoning Code to incorporate proposed regulations that will be applicable to the O-1 district. The intent of the proposed text amendment is to provide clearer development standards specifically for nursing and extended-care homes, supporting regulatory consistency for this project and potential future similar uses in the City. The proposed amendments do not alter any of the existing standards that apply to other uses permitted in the O-1 zoning district. Instead, these amendments introduce improved, context-protective standards for the specific uses they regulate, including parking, lot coverage, impervious area, and buffering requirements that are not present today.

Staff note that the western boundary of the property, where five of the parcels are currently undeveloped and would be rezoned from R-1B to O-1, and where a new parking lot is being proposed, abuts a Single Family Residential (R-1B) district. Additionally, the southernmost parcel—where a new addition is proposed—faces R-1B zoning across the street. Staff recommended to the Applicant to strengthen buffering requirements and to add maximum lot coverage and impervious area provisions. The Applicant has complied. Any other compatibility concerns will be addressed through the concurrent Site Plan Review process submitted as part of the development application.

Recommendations

Staff recommend **approval** of the Zoning Map Amendment, subject to the approval of the Future Land Use Map amendment, as the request:

1. Would align the site's zoning with the proposed Medical/Residential land use designation.
2. Supports the integration of a nonconforming use into a compatible, conforming zoning district.
3. Implements an existing but previously unmapped zoning category in a contextually appropriate location.
4. Aligns with the goals, objectives, and policies of the City's Comprehensive Plan.
5. Is not anticipated to adversely affect the public health, safety, or welfare.

Staff also recommend **approval** of the Zoning Code Text Amendment, with potential consideration of the following additions, highlighted below in yellow:

…

(B) Signs. See Signs, § 150-030. Nursing, convalescent and extended-care homes shall have at a minimum the term "Nursing Home," "Convalescent Home" or "Extended-Care Home," as applicable, located on and oriented to the frontage on the street which provides actual and direct access to the front or principal entrance of the place of residence or facility in letters of no less than six (6) inches high and no more than what § 150-035 allows.

…

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements:

…

(C) Parking standards and requirements. See § 150-016. In addition, see § 150-080(L) for required parking for nursing, convalescent, and extended-care homes.

…

7) A permanent emergency generator shall be required at any nursing, convalescent, or extended-care home. The installation of the required generator shall be subject to all permit requirements and shall be inspected and approved by the city and installed prior to the issuance of a certificate of use. The permanent generator shall have sufficient operating capacity, and either sufficient on-site fuel storage capacity (with sufficient fuel) or a continuous fuel source by means of permanently installed infrastructure providing fuel to the site of the facility, to provide power to all permanently installed electrical power systems at the facility, as well as all medical equipment necessary to sustain life and health of patients and all residents and to power HVAC systems to maintain a temperature at or

below 81 degrees Fahrenheit for at least 96 hours after a power outage, and a 72-hour supply of fuel on-site.

NOTE: While the latter proposed condition overlaps with statutory requirements in some ways, it is more specific as follows:

1. Requires a permanent, hard-wired, city-permitted generator, inspected by the city, and installed before certificate of use/licensing.
2. Specifies "medical equipment necessary to sustain life and health" as opposed to the broader "life-safety systems, critical systems, and equipment necessary to maintain safe indoor air temperature"
3. Includes the option of "a continuous fuel source by permanently installed infrastructure."

Rule 59A-4.1265 sets a minimum statewide standard and does not prevent local governments from adopting a more stringent standard.

Attachments

The following documents are attached to this report as reference to the Application.

1. Letter of Intent
2. Application (On file, available via the City Clerk's office)
3. Ordinance Amending Zoning Map
4. Ordinance Approving Zoning Text Amendment
5. Proposed Text Amendment – Exhibit A to Ordinance Approving Text Amendment (Applicant proposal)

BERCOW
RADELL
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LARKIN +
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August 18, 2025

VIA ELECTRONIC MAIL

Ms. Silvia Vargas
City of Miami Springs
Zoning & Planning Department
201 Westward Drive
Miami Springs, FL 33166

Re: Updated Letter of Intent for the Miami Springs Nursing and Rehab Center Property Located at 201 Curtiss Parkway, Miami Springs, Florida

Dear Ms. Vargas,

This firm represents Fairhaven Propco LLC (the "Applicant"), the owner of the Miami Springs Nursing and Rehab Center located at 201 Curtiss Parkway (the "Property") in the City of Miami Springs (the "City"). This letter shall serve as the Applicant's updated letter of intent in connection with the following requests: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) phased site plan review, and (v) certificate of appropriateness.

The approval of the requests will allow the Applicant to realize the most significant set of operational improvements to the Property in half a century, with no increase in the number of patient beds. In sum, the proposed redevelopment will improve the lives of the Center's patients, set the Property on a path for continued success for its second century, and markedly improve the Center's parking and access.

Property Description. The Property is arguably the most well-known commercial site in the City. The site houses the original Miami Springs Hotel Country Club Hotel building, which was developed in 1927 and is a designated historic structure under the City's regulations. The original Hotel building was later joined by expansions developed in the 1930s (the Kellogg wing) when the hotel use was turned into a sanitarium and 1970s (the three buildings along Navarre Boulevard) when the site had already been

operating as a nursing home for decades. To date, there has not been an effort to comprehensively modernize the access and parking for the Property since its original construction. The existing nursing home use is licensed for 329 beds. The current number of parking spaces on the site is approximately forty-four (44).

The Property is comprised of seven parcels, totaling approximately 6.86 net acres in size. See Figure 1, Aerial, below. The Property consists of various lots on Blocks 96 and 97 recorded in the Public Records of Miami-Dade County Plat Book 10 at Page 79 (the "Plat"). For ease of reference, a summary of each parcel's property information is shown below, reflecting the associated Folio number, plat information, and square footage of each parcel. See Figure 2, Property Information, below.

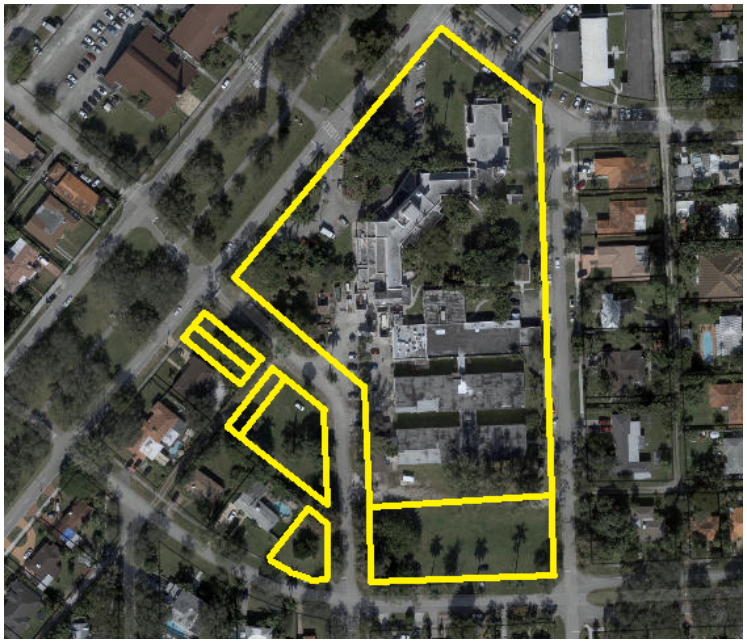


Figure 1. Aerial

Property Information Summary		
Folio No.	**Plat Information**	**Square Feet**
05-3119-010-2480	Block 96, Lot 116	196,553
05-3119-010-0620	Block 96, Lots 1-10	42,588
05-3119-010-0630	Block 97, Lot 1	2,800
05-3119-010-0640	Block 97, Lot 2	2,800
05-3119-010-0680	Block 97, Lot 18	10,768
05-3119-010-0690	Block 92, Lot 21	2,725
05-3119-013-1010	Blcok 97, Tract B	18,639

Figure 2. Property Information

Land Use. The majority of the Property is designated Medical/Residential under the City's Future Land Use Map, while some portions are designated Single Family Residential. See Figure 3, below. Specifically, the parcels with Folio numbers 05-3119-010-0620 and 05-3119-010-0680 are designated Single Family Residential, while the rest are Medical/Residential.

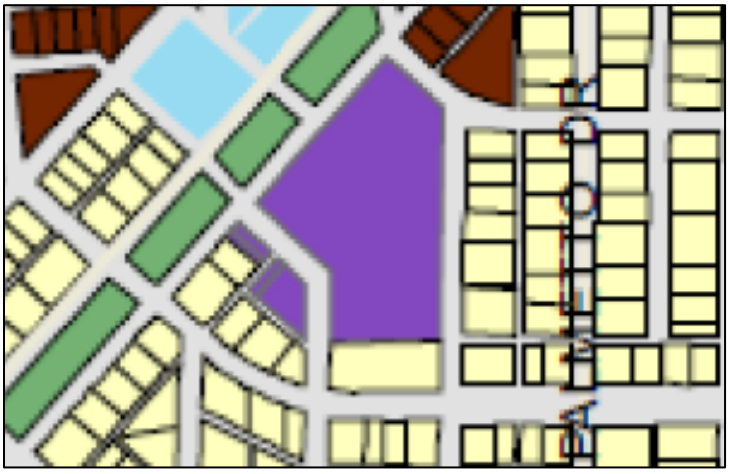


Figure 3. Future Land Use Map

According to the City's Comprehensive Plan, the Medical/Residential category of land use allows nursing home and similar facilities for long term medical care in a residential environment. Buildings in the Medical/Residential category are limited to a floor area ratio of 0.5 and are allowed a maximum density of 20 dwelling units per acre.

Zoning. The majority of the Property is zoned "R-3C" (multifamily) according to the City's Zoning Map, while some of the parcels are zoned R-1B (single-family). See Figure 4, below. Specifically, the parcels with Folio numbers 05-3119-010-2480 and 05-3119-010-0620 are zoned R-3C, while the rest are zoned R-1B.

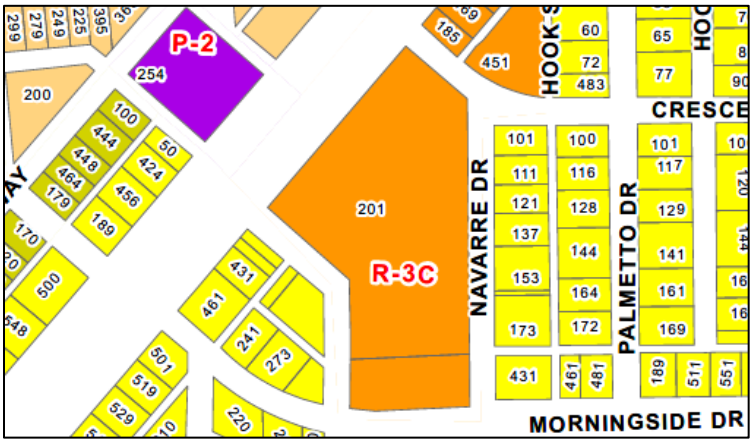


Figure 4. Zoning Map

Project. The proposed phased redevelopment of Miami Springs Nursing and Rehab Center represents the most significant enhancement to the Property in over half a century, improving both its functionality and aesthetic appeal while preserving its historic character. See Figure 5, below. The Project is designed to be implemented in phases. Phase 1 will focus on operational improvements to the Property, including parking, driveways, and site circulation.[1] Phase 2 will consist of the new construction component, to follow at a later date once the operational upgrades have been completed.

The Property currently accommodates 269 Skilled Nursing Facility (SNF) beds and 60 Assisted Living Facility (ALF) beds, totaling 329 beds. No new beds are being added in the instant application. Phase 1 of the project will locate all beds within the existing structure (following some important interior and structural improvements to the historic building). Phase 2 contemplates the relocation of 117 beds into private rooms within a new three-story building, with 39 beds per floor.

The Project does not increase the total number of beds but will significantly improve the efficiency and practicality of the site.

Phase 1 Operational Improvements. Equally important to the improvements to patient comfort and care that will come with Phase 1 of the Project, the Applicant is proposing a series of important operational improvements.

[1] The Applicant will be separately processing a certificate of appropriateness for improvements to the existing historic structure intended to resolve long-existing structural issues and improve the exterior. The instant certificate of appropriateness application is limited to site improvements within the Historic Preservation Board's jurisdiction.

First, a new parking lot will be constructed to serve the nursing home and the front parking area along Curtiss Parkway will be strategically reconfigured, resulting in a total of 227 parking spaces (as noted above, the current parking count on the Property is only approximately 44 spaces).

The proposed parking calculations comply with the Florida Agency for Health Care Administration guidelines, providing one space per three beds and one space per every two employees. The new addition will encompass approximately 53,345 square feet, with designated areas for patient rooms, activities, office space, storage, and essential service areas. The development is designed to maintain a balanced site layout, with only 26% lot coverage, 49% green area, and minimal paved area at 6%.

Second, access to the site from Curtiss Parkway is proposed to be improved, with the removal of driveways that meet the road at odd angles. These changes should significantly improve the functioning of the Property and its relationship with the neighborhood. At the same time, however, the Applicant is proposing to retain and improve the historic entry to the site.

Finally, the Project will include significant landscaping improvements, including: (1) the planting of fifty-two (52) shade trees as street trees; (2) the installation of thirty-four (34) parking lot trees; (3) the retention of sixteen (16) existing trees and fifty-six (56) existing palms; (4) and the installation of 4,908 new shrubs. There will be some trees removed to accommodate the new development, but the Applicant is proposing on-site mitigation and mitigation via trust fund.

Existing Buildings. As noted above, the Miami Springs Nursing and Rehab Center is partially housed in a historically significant Pueblo Revival-style building, and its preservation is a priority of this Project. All of the existing buildings on the Property, including the historic structure, the Kellogg wing, and the 1970s buildings, will be repainted as part of the Project. The area surrounding the entrance to the hotel will be retained in place.

Policy 1.5.3 of the Comprehensive Plan identifies the Pueblo Hotel portion of the facility as one of the City's most valuable historic resources, and this redevelopment ensures its protection while improving its long-term functionality. Additionally, the Project aligns with Policy 1.13.1 of the Comprehensive Plan, which encourages the rehabilitation and adaptive reuse of historically valuable buildings. By modernizing the facility while maintaining the Property's architectural integrity, this Project will enhance the site's historic character and contribute to the City's overall design vision. Furthermore, the proposed parking improvements will provide much-

needed relief, addressing long-standing parking challenges faced by the nursing home and its residents.



Figure 5. Phase 2 Project Rendering.

Requests. The Applicant respectfully seeks approval of the following requests, as described below: (i) land use map amendment, (ii) zoning change, (iii) zoning code amendment, (iv) site plan review, and (v) certificate of appropriateness.

Land Use Map Amendment. The Property is currently designated as both Medical/Residential and Single Family Residential on the City's Future Land Use Map. To align with objectives of the Comprehensive Plan and facilitate redevelopment, the Applicant requests an amendment to designate the entire Property as Medical/Residential. This designation is necessary to facilitate the continued operation and enhancement of the nursing home while ensuring consistency in land use. Consolidating the designation will provide a more logical and cohesive planning approach, allowing for the efficient use of the site while maintaining compatibility with the surrounding area.

Zoning Change. The Applicant seeks to rezone the Property from R-3C and R-1B to O-1 (Professional Office District), which aligns with the current and intended use of the site. The O-1

designation expressly permits "nursing, convalescent, [and] extended-care homes. . . ." The proposed zoning change will ensure that the redevelopment is consistent with the City's land use policies and land development regulations and allows for the long-term operation of the facility while preserving the site's historic and functional integrity.

Zoning Code Text Amendment. The Applicant proposes an amendment to the O-1 district regulations to add specific requirements for nursing, convalescent, and extended-care homes, which are already a permitted use in the district. The O-1 regulations have been in place for decades but there are currently no sites zoned O-1 in the City. In order to provide clarity for the Project and future similar uses in the City, the Applicant is proposing to amend the O-1 standards to incorporate regulations addressing:

- A maximum building height of forty-five (45) feet or three stories.
- A minimum lot size of 15,000 square feet.
- Setback requirements of fifteen (15) feet for front, side, and rear yards, with existing historic structures permitted to retain nonconforming setbacks.
- Parking requirements of one (1) space per three (3) beds and one (1) space per two (2) employees, ensuring adequate on-site parking to meet operational needs.

These modifications will ensure that the zoning regulations appropriately accommodate the proposed use while maintaining consistency with the City's planning framework. As noted above, the proposed parking standard is based on the Florida Agency for Health Care Administration guidelines

Phased Site Plan Review. Site plan review is required to evaluate the proposed redevelopment. The Applicant has submitted detailed plans demonstrating compliance with applicable development standards and the intent of the O-1 district (as proposed to be amended). The proposed redevelopment is designed to enhance the Property's functionality while preserving its historic character, maintaining compatibility with surrounding uses, and improving site efficiency. The phased site plan incorporates a balanced layout that includes necessary patient accommodations, staff facilities, and parking, ensuring that the development meets both regulatory requirements and the operational needs of the nursing home.

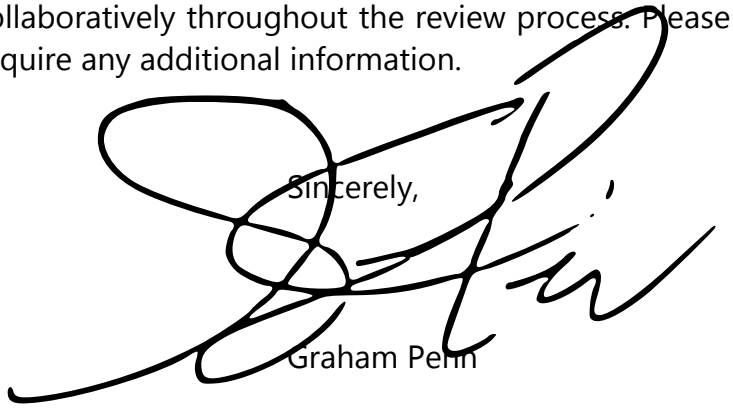
Improvements to Historic Site/ Certificate of Appropriateness. Fair Havens Nursing Home is a historically designated property, and any modifications to the site must comply with Chapter 153 of the City Code.

Please note that the Applicant is submitting a separate certificate of appropriateness application for restoration and rehabilitation of the Property's historic building. The scope of the instant application is limited to site improvements, including the realignment of drives and creation of new parking areas. None of the historically important site elements of the Property are proposed to be modified.

Conclusion. We are excited to be bringing a truly game-changing set of improvements to the Property. The proposed redevelopment represents a significant improvement to the Property, enhancing both its operational efficiency and historic preservation while maintaining compatibility with the City's planning objectives. The requested land use and zoning changes will ensure regulatory consistency, while the zoning code amendment will establish clear development standards tailored to the needs of nursing, convalescent, and extended-care homes. The site plan has been carefully designed to balance functionality, aesthetics, and historic integrity and prepare the Property for another century of success.

For these reasons, the Applicant respectfully requests approval of the proposed amendments and entitlements. We appreciate the City's consideration of this application and look forward to working collaboratively throughout the review process. Please do not hesitate to contact us should you require any additional information.

Sincerely,



Graham Penn

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A ZONING MAP AMENDMENT TO REZONE APPROXIMATELY ±6.86 NET ACRES OF PROPERTY LOCATED AT 201 CURTISS PARKWAY AND ASSOCIATED PARCELS, FROM R-3C MULTIPLE FAMILY RESIDENTIAL, MEDIUM DENSITY, AND R-1B SINGLE-FAMILY RESIDENTIAL, TO O-1 PROFESSIONAL OFFICE DISTRICT, AS LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fairhaven Propco LLC (the "Applicant") has submitted an application requesting a change to the existing zoning classifications of seven (7) parcels totaling approximately ±6.86 net acres located at 201 Curtiss Parkway and associated parcels (the "Property"), as legally described in Exhibit "A" attached hereto; and

WHEREAS, the Property is presently zoned R-3C Multiple Family Residential, Medium Density for parcels identified by Folio Nos. 05-3119-010-2480 and 05-3119-010-0620, and R-1B Single-Family Residential for parcels identified by Folio Nos. 05-3119-013-1010, 05-3119-010-0690, 05-3119-010-0640, 05-3119-010-0630, and 05-3119-010-0680; and

WHEREAS, the Application seeks to change the existing zoning classifications for the Property to the O-1 Professional Office District in order to place the existing licensed nursing home facility into a zoning district in which nursing, convalescent, and extended-care homes are permitted uses (the "Application"); and

WHEREAS, after careful review and deliberation of the Application, City staff has determined that the proposed rezoning is in compliance with the City's Comprehensive Plan and the City Code of Ordinances (the "Code"), and recommends approval, as set forth in the Staff Report dated November 17, 2025; and

WHEREAS, after a duly noticed public hearing on December 2, 2025, the Zoning and Planning Board (the "Board"), considered the presentations by the Applicant and the City, the Application, the Staff Report, and other evidence entered into the record, and,

based upon competent substantial evidence in the record, voted to recommended [approval / approval with conditions / denial] of the Application; and

WHEREAS, pursuant to Section 163.3174(4), Florida Statutes, the City Council, sitting as the Local Planning Agency, held a duly advertised public hearing on ___, 2026, and recommended [approval / approval with conditions / denial] of the Application; and

WHEREAS, on _____, 2025, the City Council conducted a duly noticed public hearing for first reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

WHEREAS, on _____, 2025, the City Council conducted a duly noticed public hearing for second reading of the Ordinance, and, after considering the presentations by the Applicant and the City, the Application, the Staff Report, the Board's recommendation, and other evidence entered into the record, voted to [approve / approve with conditions / deny] the Application pursuant to Section 1.04 of the City Charter; and

WHEREAS, the Mayor and City Council find that the proposed Application to change the zoning classification of the Property [is / is not] consistent with Florida Law, the City's Comprehensive Plan, and City Code, [furthers / does not further] the purpose, policies, and intent of same, and [is / is not] in the best interest of the City.

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

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

Section 2. Decision. The City Council hereby [approves / approves with conditions / denies] the Application requesting change to the existing zoning classifications for the Property from R-3C Multiple Family Residential, Medium Density, and R-1B Single-Family Residential, to O-1 Professional Office District, as legally described in Exhibit "A" attached hereto and incorporated herein.

Section 3. Authorization. That the City Manager, by and through the Director of Zoning and Planning, is authorized to make the necessary changes to the City's Official

Zoning Map to reflect the change in zoning classification for the Property approved by this Ordinance.

Section 4. **Recording.** The City, or the Applicant if so requested by the City Clerk, shall record this Ordinance at the Applicant's sole expense in the Public Records of Miami-Dade County, Florida.

Section 5. **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7. **Effective Date.** That this Ordinance shall become effective immediately adoption on Second Reading in accordance with law.

PASSED ON FIRST READING on the ____ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2025, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____
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

Exhibit “A”

LEGAL DESCRIPTION: (Real Property encompassing "Fair Havens Center")

Parcel 1:

Lot 1, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 2:

Lot 2, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 3:

Tract B, Block 97, REVISED PLAT OF SECTION 2 OF COUNTRY CLUB ESTATES, according to the plat thereof, as recorded in Plat Book 34, at Page 40, of the Public Records of Miami–Dade County, Florida, being identical with Lots 19 and 20, Block 97, Section 2 of Country Club Estates, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 4:

All of Block 116, SECTION 2 OF COUNTRY CLUB ESTATES, according to Plat thereof, as recorded in Plat Book 10, Page 79, of the Public Records of Miami–Dade County, Florida, and 40 foot alley lying south and adjacent, closed per Ordinance 69–429, and North 10 feet of Lots 1 through 10, Block 96, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 5:

South 120 feet of Lots 1 through 10, Block 96, and 16 foot alley lying north and adjacent, closed per Ordinance 87–120, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 6:

Lot 18, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida and;

Parcel 7:

Lot 21, Block 97, SECTION 2 OF COUNTRY CLUB ESTATES, according to the Plat thereof, as recorded in Plat Book 10, at Page 79, of the Public Records of Miami–Dade County, Florida.

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF MIAMI SPRINGS, FLORIDA, AMENDING SECTION 150-080 OF THE CITY'S ZONING CODE TO PROVIDE CLEARER DEVELOPMENT STANDARDS FOR NURSING AND EXTENDED-CARE HOMES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Miami Springs (the "City") finds it periodically necessary to amend its Code of Ordinances (the "Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the City Council seeks to clarify and strengthen the provisions applicable to nursing homes, convalescent, and extended-care homes; and

WHEREAS, Fairhaven Propco LLC**,** a private applicant, has submitted a petition for a text amendment to the City's Zoning Code, requesting modifications to its regulations in accordance with Sec. 150-104 of the Zoning Code; and

WHEREAS, to achieve this objective, the Council has determined that the amendments set forth in Exhibit A attached hereto and incorporated herein should be adopted; and

WHEREAS, on _____, 2025, the Council convened in its capacity as the Local Planning Agency and recommended [approval/approval with modifications/denial] of the proposed Ordinance; and

WHEREAS, after reviewing the Local Planning Agency's recommendations, the recommendations of City staff, and comments from the public, the City Council finds that the proposed amendments to its Code of Ordinances and Land Development Regulations [are/are not] in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

WHEREAS, the City Council finds that this Ordinance [is/is not] in the best interest and welfare of the residents of the City.

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

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

Section 2. Amending Code. That the Code of Ordinances of Miami Springs, Florida, is hereby amended by amending Section 150-080, which said sections read as follows: *See* Exhibit A attached hereto and incorporated herein.

Section 3. Conflicts. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the _ day of _____, 2025, on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of _____, 2026, on a motion made by _____ and seconded by _____. Upon being put to a roll call vote, the vote was as follows:

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

_____

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

Exhibit “A”

(See attached)

ARTICLE VIII. OFFICE DISTRICT

Sec. 150-080. O-1 professional office district.

(A) There shall be a professional office district, O-1, and the uses permitted in this district shall be any business or professional use similar in nature to those listed below. (These uses are listed for descriptive purposes only, and are not intended to be exclusive.)

Abstract title.

Accounting and auditing.

Adjustors, insurance.

Advertising (no shops).

Agency (insurance, employment, travel).

Architects.

Attorneys.

Building contractors (office only).

Chiropractic.

Clinical or laboratory (medical, dental, optical).

Dentist.

Engineering.

Florist shop.

Gift shop.

Insurance.

Interior decorator.

Investigative.

Investment and tax counseling.

Manufacturer's agents.

Market research.

Medical.

Merchants.

Model agency (no school).

Mortgage brokerage.

Nursing, convalescent, extended-care homes, hospitals.

Optometrist.

Planning and zoning consultants.

Public relations.

Real estate.

Secretarial services.

Shoe store.

Stock brokerage.

(B) Signs. See Signs, § 150-030.

(C) Parking standards and requirements. See § 150-016 and § 150-080(L) for nursing, convalescent, and extended-care homes.

(D) Building height limit. The maximum building height shall be 40 feet or three stories.

(E) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(F) Front yard required for a building designed for commercial use. All buildings shall be built to the front property line, except as follows:

(1) A setback of 15 feet may be permitted for beautification purposes only.

(2) Where frontage on the same street has an adjoining or abutting lot restricted to residential use, the front yard requirements of the residential districts shall apply.

(G) Side yard requirements. No side yard is required for a building designed for commercial use, except where required for protective screening, as hereinafter provided.

(H) Rear yard requirements. There shall be a rear yard consisting of an area which is not less than 30 percent of the area of the lot or building site to be improved, in order to provide space for drains and other uses, except in those cases where the lot or building site abuts upon a dedicated alley which has a width of not less than 40 feet, in which case the rear yard may be 20 percent of the lot or building site area.

(I) Floor area requirements. The minimum first floor area of a commercial building in this district shall be 1,500 square feet.

(J) Protective screening. Where any lot, parcel, or building site in this district adjoins a residential district, a five-foot strip of land adjoining the boundary of the residential district shall be set aside and used for planting or walls by the owner of the commercial lot or parcel at his expense, to form an effective screen for the protection of the residential area. No structure, except the screen or wall, or utilities or drainage facilities, shall be placed or permitted in the area. No vehicular access shall be permitted over the area, except for the installation or maintenance of screening, utilities, and drainage facilities.

(K) Commercial installations for business purposes shall not include mixed use for living quarters.

(L) Nursing, convalescent, and extended-care homes shall be subject to the following requirements.

(1) Building height limit. The maximum building height shall be forty-five (45) feet or three (3) stories.

(2) Building site area required. The minimum building site area required shall be a lot or parcel of land 15,000 square feet in area.

(3) Building setbacks.

(a) All yards facing a street: fifteen (15) feet.

(b) Side yards: fifteen (15) feet.

(c) Rear yard: fifteen (15) feet.

The setback areas of side and rear yards abutting existing single family residential uses or zoning, as well as yards facing existing single family residential uses or zoning across streets of fifty (50) feet or less in width, must be developed with a densely planted greenbelt of not less than five (5) feet in width, penetrated only at points necessary for vehicular or pedestrian ingress or egress to the property.

Existing structures located on a historically designated site or a site developed with a historically designated structure may retain existing nonconforming setbacks or encroachments.

(4) Parking. At least one (1) parking space for each three (3) beds for patients contained in such buildings, plus one (1) parking space for each two (2) employees shall be provided. The number of employees shall be calculated based on the maximum number working on the site at one time.

(5) Pervious Surface. A minimum of twenty (20) percent of the lot area shall consist of pervious surface area.

(6) Lot Coverage. The maximum lot coverage shall not exceed sixty-five (65) percent of the lot area.

AGENDA MEMORANDUM

Meeting Date: **11/12/2025**

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 Golf

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 $75,000.00, 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.

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% 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 for an additional revenue stream.

Submission Date and Time: 11/12/2025 8:53 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Golf	**Dept. Head:**	**Dept./ Desc.:** Golf Course Operations
Prepared by: Kevin Morris	**Procurement:**	**Account No.:** 001-5707-572-5205
Attachments: Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** N/A
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $** 19,000.00 **Current request: $** 56,000.00 **Total vendor amount: $** 75,000.00

f

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ADDITIONAL GOLF PRODUCTS FROM TAYLOR MADE GOLF COMPANY, INC. FOR THE CITY'S GOLF CLUB PRO SHOP FOR FISCAL YEAR 2025-26 IN AN AMOUNT NOT TO EXCEED $56,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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 $56,000.00, for a total amount not to exceed $75,000.00 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 $56,000; 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 $56,000.00 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 $56,000.00, for a total not to exceed of $75,000.00 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 Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Orlando Lamas	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this 8th day of December, 2025.

_____
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: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Public Works recommends that the City Council approve a purchase order for milling, paving, and sidewalk improvements at the Hook Square Pump House. This work is necessary to ensure proper access to the pump house and generator for ongoing maintenance and repair activities. The lowest responsive and responsible quote was submitted by Ovas & Co., LLC, in an amount not to exceed $30,700, following the receipt of three written quotations (attached). The purchase complies with Section §31.11(C)(2) of the City Code.

Discussion/Analysis:
The Hook Square Pump House is a critical component of the City's stormwater and utility infrastructure. Reliable access to this facility is essential to ensure staff can perform routine inspections, preventive maintenance, and emergency repairs to both the pump system and the backup generator. Currently, the access route—comprised of aging asphalt and deteriorated sidewalk sections—has significantly degraded over time due to weather exposure, heavy equipment traffic, and general wear. The existing asphalt approach has developed cracks, uneven surfaces, and areas of settlement that hinder safe and efficient vehicle entry, particularly for maintenance trucks, equipment haulers, and emergency response vehicles. These deficiencies increase the risk of

delays when accessing the site and elevate the potential for damage to City equipment. Similarly, portions of the sidewalk leading to and around the pump house have deteriorated and no longer provide a stable or ADA-compliant walking surface for staff or contractors. As pump house operations require regular manual checks, equipment handling, and generator servicing, safe pedestrian access is crucial. Replacing and adding asphalt and sidewalks will: Restore safe vehicular access needed for servicing pumps, removing equipment, and responding swiftly during system malfunctions or heavy storm events. Provide reliable pedestrian access for operations staff who must conduct routine inspections and manual adjustments on-site. Prevent operational delays caused by poor surface conditions that currently restrict efficient movement of personnel and equipment. Increase long-term reliability of critical stormwater infrastructure by ensuring the pump house remains easily accessible under all operating conditions.

This work is therefore essential to maintaining the operational integrity, safety, and readiness of the pump house and its backup generator. The improvements will ensure that maintenance personnel can access the facility quickly and safely at all times, especially during severe weather events when the pump system must perform at maximum reliability**.** The project costs will be fully reimbursed and funded through State legislative appropriations under Agreement No. LPA0336, totaling $750,000, which was approved by the City Council on November 14, 2022, via Resolution No. 2023-4094.

Funding:
None. This Agreement does not require a City match, and all related expenditures will be reimbursed through the State appropriation.

RESOLUTION NO. 2025 -_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING OVAS & CO, LLC FOR MILLING, PAVING, AND SIDEWALK IMPROVEMENTS FOR THE HOOK SQUARE PUMP HOUSE REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED $30,700; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2022, the City Council of the City of Miami Springs (the "City") adopted Resolution No. 2022-4050, accepting a Statewide Surface Restoration and Wastewater Projects State Appropriation Grant from FDEP for the Hook Square Pump House Replacement Project (the "Project") in the amount of $750,000 and authorizing the City Manager to enter into State-Funded Grant Agreement No. LPA0336 with FDEP for the Grant, which grant agreement has since been extended; and

WHEREAS, the City is in need of milling, paving, and sidewalk improvement services to replace asphalt and sidewalks (the "Services") that provide vehicular and pedestrian access to the Project; and

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

WHEREAS, Ovas & Co, LLC (the "Contractor") submitted the lowest, responsive and responsible quote (the "Quote") for the Project in the amount of $30,700; and

WHEREAS, the City Council desires to select the Contractor's Quote to perform the Services for the Project and authorize the City Manager to negotiate and execute a Contract with the Contractor to perform the Services for the Project in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $30,700; 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. Selection. That the City Council hereby selects the Contractor's Quote for the performance of the Services for the Project.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Contract with the Contractor to perform the Services for the Project in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $30,700, subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2025 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **OVAS & CO, LLC**, a Florida limited liability company (the "Contractor").

WHEREAS, on November 14, 2022, the City Council adopted Resolution No. 2022-4050, accepting a Statewide Surface Restoration and Wastewater Projects State Appropriation Grant from FDEP for the Hook Square Pump House Replacement Project (the "Project") in the amount of $750,000 and authorizing the City Manager to enter into State-Funded Grant Agreement No. LPA0336 with FDEP for the Grant, which grant agreement has since been extended; and

WHEREAS, the City is in need of milling, paving, and sidewalk improvement services to replace asphalt and sidewalks (the "Work") that provide vehicular and pedestrian access to the Project; and

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

WHEREAS, the Contractor submitted the lowest quote for the performance of the Work for the Project at a cost of $30,700.00, which Quote is attached hereto as Composite Exhibit "A" and incorporated herein by reference and made a part hereof; and

WHEREAS, on December 8, 2025, the City Council adopted Resolution No. 2025-_____, selecting the Contractor's Quote and authorizing the City Manager to negotiate this Contract with the Contractor to perform the Work for the Project in an amount not to exceed $30,700.00; and

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

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

1. SCOPE OF WORK

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

MILLING, PAVING, AND SIDEWALK IMPROVEMENTS
FOR ACCESS TO
THE HOOK SQUARE PUMP HOUSE REPLACEMENT PROJECT

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed 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 the City of all required documents and after execution of this Contract.

2.2. Time is of the essence throughout the performance of this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 30 consecutive 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 45 consecutive calendar days from the date specified in the Notice to Proceed ("Final Completion Time").** The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

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

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

3. CONTRACT PRICE

3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **$30,700.00** in accordance with the Contractor's Quote (Pricing), attached hereto as Composite Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.

3.2. Contractor shall submit to the City application(s) for payment up to a total equal to, but not exceeding, the Contract Price and each such application must be certified by the City

Manager or City Manager's designee ("Pay Application"). City shall make progress payments based on the Contractor's Pay Application(s) in accordance with the Florida Prompt Payment Act. . The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4. The payment of any Pay Application 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 Pay Application, nor shall it be construed as a waiver of any of the City 's rights hereunder or at law or in equity.

3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Manager and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete record set of plans, reflecting an accurate depiction of Contractor's Work.

3.6. This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Quote for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

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

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

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. 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 Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box: ☐.

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30)

calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. **Additional Insured.** The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

6.2. Bonds. [INTENTIONALLY OMITTED]

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 Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not

affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

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

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

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure 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. 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.

9. MISCELLANEOUS

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

9.2. Contractor's Responsibility for Damages and Accidents.

9.2.1. 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.

9.2.2. 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**.**

9.3. Defective Work. Warranty and Guarantee.

9.3.1. 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 nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. 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.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to

Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

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

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

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations 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.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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

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

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

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption,

interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. Authorized Representative.

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

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

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

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

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program.

City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

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

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

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

9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.

9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors**: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City.

9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice

of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City 's reasonable attorneys' fees and costs incurred in connection therewith.

9.18. **Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19. **Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

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

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

9.22. **Ownership and Access to Records and Audits.**

9.22.1. 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).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

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

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

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

10. SPECIAL CONDITIONS

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

10.2. **Preliminary Steps**. [INTENTIONALLY OMITTED]

10.3. **Project Schedule.** [INTENTIONALLY OMITTED]

10.4. **Schedule of Values.** [INTENTIONALLY OMITTED]

10.5. **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 prior to commencement of the Work. 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 digitally. 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.

10.6. **Staging Site.**

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

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

10.6.3. **Parking.** [Intentionally Omitted].

10.7. **Project Signage.** [Intentionally Omitted].

10.8. **Royalties and Patents**. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be

used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

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

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

10.11. **Unsatisfactory Personnel**.

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

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

10.12. **Contract Modification**.

10.12.1. **Change Orders.**

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. The City reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and

all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

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

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

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

10.12.2. Extension of Contract Time.

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

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

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

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

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

10.12.3. Continuing the Work

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

10.13. As-Built Drawings. [Intentionally Omitted]

10.14. 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 Manager and/or Building Official, 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 Manager and/or Building Official by the Contractor. The Record Set of Drawing must be submitted in the form required by the Manager and/or Building Official.

10.15. Maintenance of Traffic. If required during the Project, 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 Devises 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. 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.

10.16. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert

precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

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

10.17.1. **Public Entity Crimes Affidavit.** Consultant 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.

10.17.2. **Scrutinized Companies.** Consultant 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 Statues, the City may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant 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 Consultant 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 Consultant is found to have submitted a false certification; or if the Consultant 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.

10.17.3. **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 Consultant 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.

10.17.4. **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 Consultant 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.

10.17.5. **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 Consultant 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.

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

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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
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: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
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 ethe 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: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Address for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

OVAS & CO, LLC

By: _____

Name: _____

Title: _____

Addresses for Notice:
Ovas & Co, LLC.
3697 NW 102nd Street
Miami, FL 33147
786-285-2086 (telephone)
ovasandco@yahoo.com (email)

With a copy to:
_____
_____
_____
_____
_____
_____

EXHIBIT A
CONTRACTOR'S QUOTE

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 _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, ____/____ days respectively.

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

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

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

ACCEPTANCE OF NOTICE TO PROCEED

OVAS & CO, LLC

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Estimate

Ovas & Co, LLC
3697 NW 102 Street
Miami, Florida 33147

786-285-2086
ovasandco@yahoo.com

Date	Estimate No.
11/04/25	2118

Name/Address
City of Miami Springs Juan Pena Director Public Works Department 201 Westward Drive Miami Springs, FL 33166

Project Address	Project Terms
25 Hook Square	Due upon Completio…

Description	Apprx. sq. ft.	Total
New Asphalt Pavement: 25 Hook Square Remove and dispose of existing dirt and waste materials to a 7" depth. Furnish and install 6" Lime rock base course with proper compaction. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,240	17,400.00
Concrete sidewalk: Remove and dispose of existing sidewalk. Install a new concrete sidewalk Concrete curbing: Install 6x18 concrete curbing	75	3,500.00

Total	$20,900.00

The following items are not included:
1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:
1. The total amount of this project includes the furnishing of all labor and materials needeeds to complete the work described above.
2. The subcontractor will perform all testing required by the governmental authorities having jurisdiction over the work and will work in strict accordance with them.
3. Any alteration or deviation from above specifications involvoing extra costs will be executed only upon written orders, and will become an extra charge over this estimate.
4. We are not responsible for any agreements contingent upon strilkes, accidents, or delays beyond our control.
5. Prices are subject to change due to unexpected price increases from suppliers.

ACCEPTANCE OF PROPOSAL:
Authorized Signature:
Name/Title:
Date:

By signing above, the proposal is accepted and work will be authorized to commence.

Estimate

Ovas & Co, LLC
3697 NW 102 Street
Miami, Florida 33147

786-285-2086
ovasandco@yahoo.com

Date	Estimate No.
11/04/25	2119

Name/Address
City of Miami Springs Juan Pena Director Public Works Department 201 Westward Drive Miami Springs, FL 33166

Project Address	Project Terms
25 Hook Square A	Due upon Completio…

Description	Apprx. sq. ft.	Total
Asphalt Overlay: 25 Hook Square A Saw cut and mill area to be overlaid where necessary. Clean entire area thoroughly using power air blower and manual push broom. Remove and dispose of all waste materials. Tack area with RS-1 tack coat. Furnish and install 1/2” average DOT type S-III hot plant mixed asphalt to level out the existing pavement. Rolled and compacted with 3-5 ton roller. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,570	9,800.00

Total	$9,800.00

The following items are not included:
1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:
1. The total amount of this project includes the furnishing of all labor and materials needeeds to complete the work described above.
2. The subcontractor will perform all testing required by the governmental authorities having jurisdiction over the work and will work in strict accordance with them.
3. Any alteration or deviation from above specifications involvoing extra costs will be executed only upon written orders, and will become an extra charge over this estimate.
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5. Prices are subject to change due to unexpected price increases from suppliers.

ACCEPTANCE OF PROPOSAL:
Authorized Signature:
Name/Title:
Date:

By signing above, the proposal is accepted and work will be authorized to commence.

PROPOSAL CTL#17968

Arrow Asphalt & Engineering, Inc.
3050 N.W. 129th Street, Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

PROPOSAL SUBMITTED TO: ***Date: Wednesday, October 29, 2025***

Client Information

Juan Pena
City of Miami Springs Public Works
345 N Royal Poinciana Blvd
Miami Springs, FL 33166
(305) 805-5170 ext. 4224
Penaj@miamisprings-fl.gov@wsbeng.com

Job Site Information

Alley Pavement
13 S Royal Poinciana Blvd
Miami Springs

We hereby submit specifications and estimates to perform work at the above job site:

1. General conditions…….. $9,500.00

2. MOT and safety……..….. $4,500.00

3. Mobilization…… $8,500.00

4. **BID ITEM 8** Subgrade preparation up to 8" – 2,380 SF @ $2.16/sf…….……...……..…… $5,140.80

5. **BID ITEM 16** Install 6" limerock base – 2,380 SF @ $1.62/ sf……...……..…… $3,855.60

6. **BID ITEM 30** Install 1-1/2" FDOT 9.5 asphalt - $2,040 SF @ $1.56/ sf……...…… $3,182.40

7. **BID ITEM 76** Restore sod up to 680 SF (only 2 ft on either side of new maintenance strip) @ $1.35/ sf.. $918.00

8. **BID ITEM 3** Sidewalk removal (20 ft x 5 ft with drop curb) 200 SF @ $2.97…….……...……. $594.00

9. **BID ITEM 20** New sidewalk 6" – 120 SF @ $6.42……...……..……. $770.40

10. **BID ITEM 24** New valley gutter – 25 LF x 23.74……..……. $593.50

11. **BID ITEM 30** Asphalt overlay 3,800 SF (existing alley) @ $1.56/ sf……..…. $5,928.00

Total: $43,482.70

Pricing based on the City of Weston unit price contract RFP NO. 2023-01

We hereby propose to furnish labor and materials to complete in accordance with the above specifications, for the sum of: Forty Three Thousand Four Hundred Eighty Two Dollars 70/100 ($43,482.70) with 50% deposit, and remaining balance payment due upon completion of job.

Notes:

- All permits and permit fees, including processing and engineering are NOT included and must be processed by the City or the Engineer.
- No night work considered (Additional charges for the night work)
- No restrictions for temporary flagging operations or single lane closures.
- No testing included. Engineer to provide testing if needed.
- Overlay does not consider milling existing asphalt along existing alley, if needed a LS amount of $3,900 must be added to the above quote.
- All existing features or relocations along proposed maintenance road pathway or existing sidewalk to be coordinated and relocated by others, the engineer or the City (signs, light poles, monuments, pedestals etc.)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature:_____

Date:_____

AUTHORIZED SIGNATURE:

_____

Arrow Asphalt & Engineering, Inc

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of $500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or deleterious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**

2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. DEPOSIT IS NON-RE FUNDABLE

3.) All material guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.

5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become and extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.

6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.

7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.

8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinkler's or utilities, sod , landscaping, dust removal, painting or stucco, during the normal course of construction.

9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.

10.) Tree hedges and grass to be trimmed prior to the commencement of work.

11.) Seal Coating and striping to be completed in one mobilization. Additional mobilization are additional costs to the contract. Additional mobilizations are $1,800.00 per mobilization.

12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.

13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.

14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.

Initial _____

15.) Due to the instability in today's market, Arrow Asphalt & Engineering, Inc. cannot guarantee unit prices for any materials, All increases in material costs will be added to cost of contract.

16.)Asphalt unit price predicated on asphalt costing $110.00 per ton, asphalt will be requoted at time of installation and client to be responsible for difference in cost plus 15% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.

Paving Commercial/ Owner Responsibility & Conditions

1.) Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15am unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and be on call to remove cars from the scheduled work area. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $2,500.00

2.) Site service: The management company / property owner is responsible to notify all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

3.) Rain: If it is raining the day of scheduled service, assume we will not be coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact our representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas any areas where sealer has not bonded.

4.) Sprinklers: Should be off 24 hours prior and 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

5.) Drainage: Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

6.) Asphalt Over-Runs: Will be billed to owner at $150.00 per ton.

Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at $185.00 per ton.

7.) Reflective Cracking: Arrow Asphalt and Engineering will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked conditions of the existing asphalt pavement.

8.) Driving on surface: Once you start driving on paved/ sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly paved/ sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend with surrounding surface.

Other Terms and Conditions:

1.) 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.

2.) Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at the commencement of the work will be relocated on site and billed to the Owner/Authorized Agent

Initial _____

3.) Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contact and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by management/ Board President/ Building Owner (whichever applies.)

4.) Arrow Asphalt and Engineering will not be responsible for paint adhesion to car stops that have not been pressure cleaned.

5.) Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.

6.) Additional mobilization to be billed at $1,800.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Other/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

7.) Additional mobilizations to be billed at $3,500.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

8.) Additional mobilization to be billed at $3,000.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work to due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

9.) Saturday mobilizations will be an additional $2,500.00.

10.) Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

Initial _____

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name:_____

Contact Person: _____

Address: _____

_____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling:_____

Please note any particular forms, documents, and/or procedures required prior to release of payment:

_____

_____

_____

_____

Initial _____

Estimate

Ovas & Co, LLC
3697 NW 102 Street
Miami, Florida 33147

786-285-2086
ovasandco@yahoo.com

Date	Estimate No.
11/04/25	2118

Name/Address
City of Miami Springs Juan Pena Director Public Works Department 201 Westward Drive Miami Springs, FL 33166

Project Address	Project Terms
25 Hook Square	Due upon Completio...

Description	Apprx. sq. ft.	Total
New Asphalt Pavement: 25 Hook Square Remove and dispose of existing dirt and waste materials to a 7" depth. Furnish and install 6" Lime rock base course with proper compaction. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,240	17,400.00
Concrete sidewalk: Remove and dispose of existing sidewalk. Install a new concrete sidewalk Concrete curbing: Install 6x18 concrete curbing	75	3,500.00

Total	$20,900.00

The following items are not included:
1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:
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ACCEPTANCE OF PROPOSAL:
Authorized Signature:
Name/Title:
Date:

By signing above, the proposal is accepted and work will be authorized to commence.

Estimate

Ovas & Co, LLC
3697 NW 102 Street
Miami, Florida 33147

786-285-2086
ovasandco@yahoo.com

Date	Estimate No.
11/04/25	2119

Name/Address
City of Miami Springs Juan Pena Director Public Works Department 201 Westward Drive Miami Springs, FL 33166

Project Address	Project Terms
25 Hook Square A	Due upon Completio…

Description	Apprx. sq. ft.	Total
Asphalt Overlay: 25 Hook Square A Saw cut and mill area to be overlaid where necessary. Clean entire area thoroughly using power air blower and manual push broom. Remove and dispose of all waste materials. Tack area with RS-1 tack coat. Furnish and install 1/2” average DOT type S-III hot plant mixed asphalt to level out the existing pavement. Rolled and compacted with 3-5 ton roller. Tack area with RS-1 tack coat. Furnish and install 1" average DOT type S-III hot plant mixed asphalt. Rolled and compacted with 3-5 ton roller.	3,570	9,800.00

Total	$9,800.00

The following items are not included:
1. Permits & their associated fees.
2. Surveyors.
3. Density tests.

Note:
1. The total amount of this project includes the furnishing of all labor and materials needeeds to complete the work described above.
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5. Prices are subject to change due to unexpected price increases from suppliers.

ACCEPTANCE OF PROPOSAL:
Authorized Signature:
Name/Title:
Date:

By signing above, the proposal is accepted and work will be authorized to commence.

12391 SW 130th Street
Miami, Florida 33186
PH: (786) 842-3952 Fax: (786) 732-6431
CGC 1521202 I CUC 1225013

ATTN: Mr. Juan Pena
City of Miami Springs
Director of Public Works
345 N. Royal Poinciana Blvd.
Miami Springs, FL 33166

DATE:	October 8, 2025
REVISION:	
ROADWAY JOB#:	23-48
PROJECT NUMBER:	
RCO #	
PURCHASE ORDER:	N/A

Project: **ITB# 08-22/23 Oakwood Drive and East Drive Stormwater and Roadway Improvement Project, City of Miami Springs**

SUBJECT: Cost Estimate Request for Resurfacing Alley and Constructing New Alley along Hook Square

QTY	UNIT	DESCRIPTION	SUB	UNIT PRICE	TOTAL
1	LS	LABOR (SEE ATTACHED BREAK DOWN REPORT)	N/A	$ 9,732.15	$ 9,732.15
1	LS	EQUIPMENT (SEE ATTACHED BREAK DOWN REPORT)	N/A	$ 12,293.13	$ 12,293.13
1	LS	MATERIAL (SEE ATTACHED BREAK DOWN REPORT)	N/A	$ 22,280.86	$ 22,280.86
1	LS	SUBCONTRACTOR (SEE ATTACHED BREAK DOWN REPORT)	N/A	$ 32,175.00	$ 32,175.00
		* Costs associated with resurfacing alley and constructing alley along Hook Square.			
		SUBTOTAL			$ 76,481.14
		1% BOND			
		TOTAL			$ 76,481.14

PLEASE CALL W/ ANY QUESTIONS REGARDING THIS PROPOSAL.

SUBMITTED BY:	DATE:	APPROVED BY:	DATE:
	10/8/2025		
Mr. Thomas Weeks, Jr, P.E. Project Manager Roadway Construction, LLC		Mr. Juan Pena Director of Public Works City of Miami Springs	

BACK UP INFORMATION

RCO #: 0
PROJECT: ITB# 08-22/23_Oakwood Drive and East Drive Stormwater and Roadway Improvei ROADWAY's #: 23-48
SUBJECT: Cost Estimate Request for Resurfacing Alley and Constructing New Alley along Hook Square

LABOR

Q'TY	CLASSIFICATION	TOTAL HOURS	HR RATE	AMOUNT
1	Concrete Foreman	10.00	$ 42.00	$ 420.00
4	Concrete Finishers	10.00	$ 32.50	$ 1,300.00
1	Concrete Laborer	10.00	$ 20.00	$ 200.00
1	Foreman	24.00	$ 42.00	$ 1,008.00
1	Excavator Operator	24.00	$ 32.50	$ 780.00
1	Loader Operator	24.00	$ 23.00	$ 552.00
2	Laborer	24.00	$ 20.00	$ 960.00
1	Dump Truck Operator	24.00	$ 18.00	$ 432.00
				$ -
			SUB-TOTAL LABOR:	$ 5,652.00
		LABOR BURDEN:	49.73%	$ 2,810.74
		MARK UP ALLOWANCE	15.00%	$ 1,269.41
			TOTAL LABOR:	$ 9,732.15

EQUIPMENT

Q'TY	DESCRIPTION	TOTAL HOURS	HOURLY RATE	AMOUNT
1	Excavator	24.00	$ 141.11	$ 3,386.64
1	Loader	24.00	$ 82.14	$ 1,971.36
1	Dump Truck	24.00	$ 92.43	$ 2,218.32
1	MOT Truck	24.00	$ 29.12	$ 698.88
2	Foreman Vehicle	34.00	$ 26.20	$ 1,781.60
1	Roller	24.00	$ 26.37	$ 632.88
				$ -
			SUB-TOTAL EQUIPMENT:	$ 10,689.68
		MARK UP ALLOWANCE	15.00%	$ 1,603.45
			TOTAL EQUIPMENT:	$ 12,293.13

MATERIALS

Q'TY	DESCRIPTION	U/M	UNIT COST	AMOUNT
70.00	NS Concrete - "F" Curb & Sidewalk	CY	$ 185.00	$ 12,950.00
138.00	Limerock	TN	$ 38.50	$ 5,313.00
				$ -
				$ -
				$ -
			SUB-TOTAL MATERIAL:	$ 18,263.00
			TAX 7%	$ 1,278.41
			SUB-TOTAL MATERIAL:	$ 19,541.41
		MARK UP ALLOWANCE	15.00%	$ 2,739.45
			TOTAL MATERIAL:	$ 22,280.86

SUBCONTRACTOR

Q'TY	DESCRIPTION	UNIT	Cost	AMOUNT
32	Off-Duty Officer	HR	$ 65.00	$ 2,080.00
15	Disposal of Strippings	LD	$ 325.00	$ 4,875.00
1	Milling Crew	ED	$ 6,500.00	$ 6,500.00
81	Asphalt Crew	TN	$ 195.00	$ 15,795.00
			SUB-TOTAL SUBCONTRACTOR:	$ 29,250.00
			Prime Contractor Overhead/Profit 10%	$ 2,925.00
			TOTAL :	$ 32,175.00

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Recommendation by Public Works that Council authorizes the issuance and/or execution of a purchase order to Wastebuilt Environmental Solutions, utilizing Miami-Dade County under contract # EVN0000469 (attached), for the remainder of their contract term, including any extensions through 08/31/2028, in an amount not to exceed $30,000.00 for parts & repairs for the Sanitation fleet of trucks as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (E)(5) of the City Code.

Discussion/Analysis:
Wastebuilt Environmental Solutions has been a reliable vendor for sourcing both standard and hard-to-find parts for our fleet of garbage trucks. The nature of our operations often requires immediate access to parts in order to minimize vehicle downtime and maintain operational readiness. Their ability to provide these parts on short notice has proven critical to our department.

In addition to parts, Wastebuilt Environmental Solutions offers a full-service department capable of handling maintenance and repairs on large and specialized vehicles. Their

facility is well-equipped and staffed with technicians familiar with the types of vehicles in our Sanitation fleet.

Spent in FY: 24/25 $47,521.19
Spent in FY: 23/24 $11,859.87

Funding:
Spent in FY: 24/25 $47,521.19
Spent in FY: 23/24 $11,859.87

Sanitation Department
430-3401-534-4510

Procurement Roadmap

Pool Number:	EVN0000469
Pool Title	Purchase of OEM/OE Parts, Services, Shop Supplies
Pool Term	8/15/2023-08/31/2028
Contract Officer:	Robert Mendoza
E-mail:	Robert.Mendoza@miamidade.gov

A. Contract / Pool Overview

This pool is for the purchase of Original Equipment Manufacturer (OEM) and Original Equipment (OE) brand replacement parts for Miami-Dade County vehicles as well as shop supplies. This pool further serves to establish a contract for maintenance, repair, modification, purchase and installation services of said vehicles in conjunction with the county.

B. Groups, Brands, and/or Manufacturers:

Group 1: Purchase of OEM and OE Parts for Vehicles by Manufacturer Brands
Group 2: Purchase of Repair/Maintenance, Modification and Installation Services for Vehicles
Group 3: Purchase of On-Site Repair/Maintenance Services for Vehicles
Group 4: Purchase of Miscellaneous Shop Supplies for Vehicle Repairs

C. Spot Market Quote Procedures

Prior to advertisement

•Ensure you are using the latest ITQ template: https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf

•Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.

• Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (insurance@miamidade.gov) with a copy to Odilon.Joseph@miamidade.gov and Maxine.Lodenquai@miamidade.gov for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.

for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements

Prior to award recommendation

• Apply all SBE preferences and local preferences, as applicable.

• Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds $250,000. The Collusion Affidavit shall list all vendors that participated in the process.

• Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at http://intra.miamidade.gov/procurement/vendor-compliance.asp. Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)

• Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages from the recommended vendor and return a copy to Risk Management.

C. Spot Market Quote Procedures (Continued)

At award recommendation

• Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index.

• In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to:_____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)

•When the award value exceeds $25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

Post-Award Recommendation

•Pursuant to Ordinance 23-28, Any contract award for goods and services exceeding $5,000,000 under a prequalification pool is subject to Board ratification. Each client department is responsible for ratification of their spot markets under the Ordinance.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Advantage Golf Cars, SEFL, LLC	85-1275647	13161 NW 43 Ave Opa Locka, FL	Rick Mercier	786-233-8633	Rick@advantgegolfcars.com	1, 2, 3 and 4
Alta Enterprises, LLC (Alta Construction Equipment Florida, LLC d/b/a Flagler Construction Equipment)	82-3166837	5210 Reese Rd, Davie FL	Jorge Correa - Branch Mgr	954-581-4744	jorge.correa@altg.com	1 and 2
			Roberto Garza - Parts Mgr	786-409-8275	roberto.garza@altg.com	
			Yoan Borrego - Service Mgr	954-540-3817	yoan.borrego@altg.com	
			Francisco Nicasio - PSSR	754-228-2659	francisco.nicasio@altg.com	
Altec Industries, Inc	63-0362926	210 Inverness Center Dr Birmingham, AL	Casey Stanton	704-245-3056	Casey.Stanton@altec.com	1, 2, and 3
Bachrodt FT, LLC d/b/a Palmetto Ford of Miami	86-2002242	7245 NW 36th St Miami, FL	Joshua Glendale	305-766-2183	jglendale@palmettofordtrucks.com	1 and 2
Broward Motorsports of Miami, LLC	93-1456038	6400 W 20th Ave Hialeah, FL 33016	Anthony M Bruni	305-557-1311	anthonyb@browardmotorsports.com	1 and 2
Broyhill Equipment, LLC	88-1980046	One North Market Square Dakota City, NE	Tammy Steemken	402-987-3412 ext. 132	tammy.steemken@broyhill.com	1
Crane Equipment Mfg Corp	93-0985007	33740 Seavey Loop Road Eugene, OR	Kelly Makinson	541-746-9681	Kelly@Grizzlycranes.com	1
Deutz Corporation d/b/a Deutz Power Center Florida	39-0490439	3883 Steve Reynolds Blvd Norcross, GA	Xavier Moran	561-437-6192	Xavier.moran@deutz.com	1, 2, and 3
Dobbs Equipment LLC	82-2505079	4343 NW 77th Ave Miami, FL	Roberto Olivastri	786-229-4613	Roberto.Olivastri@dobbsequipment.com	1, 2, 3 and 4
			Jose Lopez	786-376-4481	jose.lopez@dobbsequipment.com	
			Ana Delgado	786-229-4497	ana.delgado@dobbsequipment.com	

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
EFE, Inc d/b/a Everglades Equipment Group	59-1000566	127 N Krome Ave Florida City, FL	Terence Manweiler	305-247-9886	tmanweiler@efe1963.com	**1 and 2**
Environmental Products Group, Inc	59-3757718	700 Hermit Smith Rd Apopka, FL	Michael Langhoff	920-420-6411	mlanghoff@myepg.com	**1, 2, and 3**
Equipment Sales of South Florida, LLC	46-0753773	12355 SW 129th Ct Ste 8 Miami, FL 33186	Lance Cooper	305-256-9433 (Office) 305-542-8434 (Cell)	bids@e-quipmentsales.com	**1, 2, 3 and 4**
Florida Coast Equipment, Inc	59-2490149	4801 NW 77th Ave Miami, FL	Pedro Meneses - Parts Mgr	305-592-7890	pmeneses@floridacoasteq.com	**1 and 2**
		1995 NE 8th St Homestead, FL	Anita Boodhwa - Parts Mgr	786-733-6224	aboodhwa@floridacoasteq.com	
			Junior Garcia - Service Mgr	786-733-6224	jgarcia@floridacoasteq.com	
		2695 SW 64th Ave Davie, FL	Stephan Moise - Parts Mgr	954-916-1020	Smoise@floridacoasteq.com	
			Jody Cabral - Service Mgr	954-916-1020	jcabral@floridacoasteq.com	
Florida Transportation Systems, Inc	36-3285618	6041 Orient Tampa, FL	Jeff Slack	407-747-0870	Jeff.Slack@fts4buses.com	**1 and 2**
Ford Midway Mall, Inc d/b/a Midway Ford	59-1940000	8155 West Flagler St Miami, FL	Tony Garcia	305-788-7808	Tgarcia@midwayfordmiami.com	**1 and 2**
Genuine Parts Company, Inc. d/b/a NAPA Auto Parts	58-0254510	2999 Circle 75 Pkwy Atlanta, GA	Valentin Diaz	305-987-1245	Valentin_Diaz@napasalesteam.com	**1**
Gillig, LLC	26-3085364	451 Discovery Drive Hayward, CA	Gabriel Avila	510-264-5178	Gavila@gillig.com	**1**

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Glades Parts Company, Inc d/b/a Original Equipment Miami	59-1511962	1348 S Main St. Belle Glade, FL	Darryl Miele	561-996-5501	darryl@oeprts.com	1 and 4
Gus Machado Ford, Inc	59-2336101	1200 W 49th St Hialeah, FL	Amable Valle	305-820-2594	Avalle@gusmachadoford.com	1 and 2
Hydradyne, LLC	45-0503353	8501 NW 64th St Miami, FL 33166	Oscar Perez	850-445-9912	Operez@hydradynellc.com	1 and 2
Hydraulic Sales & Service, Inc	59-1692614	3700 NW S. River Dr Miami, FL 33142	Fred Orig	305-542-2618	fredo@hydraulicsales.com	1 and 2
Jack Lyons Truck Parts, Inc	59-1897294	8482 NW 96th St Medley, FL	Jack Lyons III	305-884-4222	jack3@jltp.com	1 and 2
Joe Blair Garden Supply, Inc	59-1026947	320 NE 79th St Miami, FL	Jonathan Shoaf	305-757-5554	jonathan@joeblairlawnmower.com david@joeblairlawnmower.com	1, 2, 3 and 4
Kassbohrer All Terrain Vehicles, Inc	01-0492044	10 Curtis Court SW Cartersville GA, 30120	Heike Tate	(770) 386-6984	parts@powerbully.com	1 and 2
Kelly Tractor, Co	59-0197630	8255 NW 58th St Miami, FL	Greg Bennett	305-592-5360 (Office) 786-579-2651 (Direct) 786-229-7037 (Cell)	greg_bennett@kellytractor.com	1, 2 and 3
Kirks Automotive, Inc.	38-1861184	9330 Roselawn St Detroit, MI	Billy Gaylor	313-413-8927	billy@kirks.com sales@kirks.com	1
Knapheide Truck Equipment Southeast	20-2020601	2900 NW 73rd St Miami, FL	Jorge Guerrero	786-575-0611	jguerrero@knapheide.com	1 and 2
KVP Enterprises, Inc d/b/a Expert Diesel	65-0088563	4700 Oakes Rd Ste G Ft. Lauderdale, FL	Roberto Ruiz	786-251-0302/ 954-583-2400	mc@cumminsexpert.com	1 and 2
Lenco Industries, Inc	04-2719777	10 Betnr Industrial Dr, Pittsfield MA	Dave Pfeiffer	413-443-7359	parts@lencoarmor.com	1

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Linder Industrial Machinery Company	59-0694097	20900 Taft St Pembroke Pines, FL	Frank Perdomo	561-400-1565	Frank.Perdomo@linder.com	1, 2 and 3
Miami Alec's Truck Accessories, LLC d/b/a Alecs Truck Trailer & RV	26-3911104	17110 S Dixie Hwy Miami, FL	Austin Silverstein	305-234-5444	austin@alecstruck.com	1 and 2
Miami Lakes AM LLC d/b/a Miami Lakes Automall	27-2463679	16600 NW 57 Ave Miami Lakes, FL	Jack Kelly	954-914-1540	Jack.Kelly@miamilakesautomall.com	1 and 2
National Auto Parts Warehouse, LLC	65-0279358	5801 E 10th Ave Ste 112 Hialeah, FL	Jorge Correa	786-814-9311	jcorrea@npwcompanies.com	1
Nationwide Haul, LLC	45-5403194	2221 NW 22nd St Miami, FL	Pablo M. Rodriguez	305-632-1017	Pablo@nationwidehaul.com	1
Neopart Transit, LLC	36-4830017	5 Dutch Court Sinking Springs, PA	Brett Loughley	888-332-2606 ext 110	Bloughley@neoparttransit.com	1
Nexpro Trucks & Equipment Corp.	84-2345889	8190 Commerce Way Miami Lakes, FL	Charles Brewer	786-602-3384	cbrewer@nexprotrucks.com	1 and 2
Pats Pump & Blower, LLC	04-3769717	6900 NW 51st St Miami, FL	Javier Fernandez	407-841-7867 786-784-5501 (Mobile)	javierf@patspump.com	1, 2, 3 and 4
			Kevin Fender	407-841-7867 407-468-4094 (Mobile)	kfender@patspump.com	
Peterbilt Store South Florida, LLC d/b/a Peterbilt Store Miami-Dade	853611550-01	8440 NW 58th Street Doral, FL 33166	Jeff Arscott	786-785-4400	Jarscott@thepetestore.com	1
Peterbilt Store South Florida, LLC d/b/a Peterbilt Store Fort Lauderdale	853611550-02	2441 S. State Road 7, Fort Lauderdale, FL 33317	Jeff Arscott	954-584-3200	Jarscott@thepetestore.com	2

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Power Brake Exchange 1, LLC	884191735	5220 NW 72nd Ave #6 Miami, FL 33166	Jose Longo	305-635-1120	josepowerbrakes@yahoo.com	1
Rechtien International Trucks, Inc	59-2044408	7227 NW 74th Ave Miami, FL	Andy Almeida (Parts)	305-525-8915	aalmeida@rechtien.com	1 and 2
			Rafael Novelo (Parts)	956-212-7334	rnovelo@rechtien.com	
			Abraham Canton	772-204-4506	acanton@rechtien.com	
			David Perez	305-519-1387	dperez@rechtien.com	
Ring Power Corporation	59-0934246	2700 N Powerline Rd Pompano Beach	Bob Duenas	954-531-5682	bob.duenas@ringpower.com	1 & 2
Riva Motorsports Miami, Inc	27-1120175	11995 SW 222 St Miami, FL 33170	Eric Knobel	305-258-2000 Ext 2022	Erick@rivamiami.com	1, 2 and 3
Romaine Electric Corp	80-0565086	8811 S 208th St Kent, WA	Casey Haskin	800-426-5005	rexcobid@romaineelectric.com CaseyHaskin@romaineelectric.com	1
Rose Spring Corporation	59-2723490	7340 NW 70th St Miami, FL	Enrique Vinas	305-885-5715	ubolts2@rosespring.com	1 and 2
SBL Freightliner, LLC	46-4085709	9900 NW 77th Ave Hialeah, FL	Mark Knauss	770-786-2303	mknauss@freightlinerfl.com	1 and 2
			Richard Shick	954-461-2919	Rshick@vtpgo.com	
SSES Inc d/b/a Southern Sewer Equipment Sales	65-0267110	3409 Industrial 27 St. Fort Pierce, FL	Drew Denmon	800-782-4134	info@southernsewer.com	1 and 2
Stewart & Stevenson FDDA, LLC	36-4772928	2277 NW 14th St Miami, FL	Lazaro Rabelo	305-637-1574	L.rabelo@kirbycorp.com	1, 2, and 3
Sunbelt Waste Equipment, LLC	84-4109326	2201 NW 22nd St Pompano Beach, FL	Mario (Mickey) Chavez	561-441-3174	Mickeychavez@sunbeltwaste.com Office@sunbeltwaste.com	1 and 2

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Ten-8 Fire & Safety, LLC	59-2812764	2904 59th Ave Dr East Bradenton, FL	Jerry DeYoung	561-723-6556	jdeyoung@ten8fire.com	1, 2 and 3
Tim Halpin Equipment Corp	59-2796492	5670 NW 78th Ave Doral, FL	Tim Halpin Jr	305-591-3164	timjr@timhalpin.com	1 and 2
TMCAA Inc d/b/a Alligator Alley Harley Davidson	84-3235539	201 International Parkway Sunrise, FL	Stephen Otton	954-414-4135	stephano@alligatoralleyharley.com	1 and 2
Total Truck Parts, Inc	01-0552789	7270 NW 43rd St Miami, FL	Dale Haywood	786-412-2788	Dhaywood@totaltruckparts.net. Dehaywood@gmail.com	1 and 2
TPH Holdings, LLC	81-4550535	10321 Fortune Parkway Bldg 400 Jacksonville, FL	Richard Kilpatrick	727-573-1580 ext 3818 727-647-0933	rkilpatrick@thepartshouse.com	1 and 4
Trailer Tech Miami, Inc	45-3033133	4620 NW 73 Ave Miami, FL	Adrian Pazos	305-463-7844	info@trailertechmiami.com	1 and 2
Truckmax, Inc	65-0731268	6000 NW 77th Ct Miami, FL	Jeff Wyman	305-216-7169	jwyman@truckmax.com	1, 2 and 3
Vehicle Maintenance Program, Inc	52-1574460	3595 North Dixie Highway Bay 7 Boca Raton, FL	Lindi Brooks	561-362-6080	lindi@vmpparts.com	1
Vermeer Southeast Sales and Service, Inc	59-1156297	428 Ocoee Apopka Rd, Ocoee, FL 34761	David Kintz	561-215-0316	Davidkintz@vermeersoutheast.com	1 and 2
W.W. Grainger, Inc.	36-1150280	2255 NW 89th Pl Doral, FL 33172	Martha Martinez	786-897-6017	martha.martinez@grainger.com	1 and 4
Wastebuilt Environmental Solutions, LLC	46-1469770	3001 West Copans Rd Pompano Beach, FL 33069	Melissa Previte (Parts Mgr) David King (Service Mgr)	954-876-7023 Ext 671 954-794-7573 Ext 683	mprevite@wastequip.com dking@wastequip.com	1 and 2

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
02204	Brush Chipper, Cutter and Saw Parts
02213	Cultivating Equipment Parts
02215	Cutter and Shredder (Mower), Flail, Rotary, Reel, and Sickle Bar Parts
02230	Fertilizer Distributor Parts
02241	Harvesting Equipment Parts
02242	Haying Equipment Parts
02243	Herbicide, Insecticide and Fungicide Applicator and Distributor Parts
02249	Implement Parts for John Deere
02250	Implement Parts for Kubota
02251	Implement Parts for Ford
02253	Implement Parts for International Harvester
02254	Implement Parts, Kubota
02258	Implement Parts for other Farm Equipment
02262	Irrigation System Parts, Agricultural
02271	Processing Machinery Parts, Environmental
02273	Posthole Digger (Tractor Mounted) Parts
02280	Tractor (Farm and Garden) Parts
02282	Tree Spade and Forestry Equipment Parts
02295	Unloader and Elevator (Grain) Equipment Parts
02297	Wagon Parts
02510	Compressor, Bare Unit (Not Mounted or Powered), 15 HP and less
02520	Compressor, Bare Unit (Not Mounted or Powered), over 15 HP
02530	Compressor, Base or Tank Mounted, Electric Motor or Engine Driven, 15 HP and less; and Parts
02540	Compressor, Base or Tank Mounted, Electric Motor or Engine Driven, Over 15 HP; and Parts
02543	Compressor, High Pressure, All Sizes and Models
02545	Compressor, Portable, Electric Motor or Engine Driven, 5 HP and less; and Parts
02550	Compressor, Portable, Electric Motor or Engine Driven, over 25 CFM at 100 PSI; and Parts
02555	Dryers, Desiccant Air
02560	Filters, Air Gauges and Valves, Pressure Regulators, Shock Mounts, etc.
02570	Moisture Separators, Non-Refrigerated
02580	Moisture Separators, Refrigerated
02585	Motors, Air Compressor
05502	Air Bags, Automotive
05504	Air Conditioners and Parts
05505	Anti-theft and Security Devices, Automotive
05506	Automobile Top Carriers
05508	Belts, Safety; and Child Restraint Systems

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
05510	Brake Adjusters
05511	Bug Screens and Protective Shields, Vehicle
05512	Cameras, Video, Automotive
05515	Chains and Traction Belts, Tire
05516	Consoles, Police Vehicle (Includes Controls for P.A., Sirens, Warning Devices)
05517	Console Accessories, Emergency Response Vehicles
05518	Controls (For the Physically Impaired)
05520	Conversion Kits and Systems for CNG, LPG, etc. Gases
05521	Couplings and Hitches
05524	Cushions and Covers, Seat, Automotive
05527	Emergency Kits for Vehicles Including First Aid Kit, Tools, etc.
05528	Fans, Cab
05530	Fifth Wheels
05532	Gauges, Automotive (Incl. Speedometers)
05533	Grease Guns, Automotive
05534	Generators, 110V (Attached to and Operated by Automotive Engine)
05535	Global Positioning Systems for Tracking Vehicles
05536	Grille Guards and Crash Cushions
05537	Headlights, Accessories and Parts (Including Lamps)
05538	Heaters, Defrosters, and Defogging Systems
05539	Immobilizer Devices, Vehicle
05540	Interior Trim Items, Vehicle
05543	Labeling Systems, Automotive Type
05546	Lights and Lens: Back-up, Stop, Tail, and Parking
05548	Lights and Lens: Clearance and Marker, (Including License Plate Lights)
05551	Lights and Lens: Directional and Turn Signal
05554	Lights and Lens: Emergency, Flood, Trouble and Spotlights
05556	Lights and Lens: Miniature, Automotive
05557	Lights and Accessories: Flashing, Light Bars, Revolving, and Warning (Including Strobe/Warning Lights)
05558	Lights and Lens, Automotive (Not Otherwise Classified)
05561	Mats, Floor (See 760-56 for Heavy Equipment Type)
05564	Mirrors, Rearview, Interior and Exterior
05566	Moisture Separators
05567	Mounting Hardware, Automotive: Laptops, GPS, Cameras, Electronic Devices, etc.
05568	Monitors, Computerized and Wireless (Including Equipment Utilization, Engine/Driver Performance, Brakes, Lights, RPM, Temperature, etc.)
05569	Organizers (Cup Holders, Tissue Dispenser, etc.)
05570	Power Takeoff

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
05572	Propane/Butane or Natural Gas Conversion Equipment
05574	Racks, Vehicle (Gun, Hat, etc.)
05575	Reel Assembly, Cable, Vehicle Mounted
05576	Reflectors
05578	Seats and Parts, Automotive
05579	Sirens, Horns and Back-up Alarms
05582	Splash Guards
05583	Switches and Flashers, Automotive
05585	Tanks, Fuel, Auxiliary
05586	Tanks and Miscellaneous Accessories and Parts (Not Otherwise Listed)
05588	Tops and Covers (For Short Wheelbase Vehicles)
05589	Warning Devices, Triangular (Including Slow Moving Vehicle Signs)
05590	Wheelchair Lift and Accessories, Vehicle-Mounted
05591	Vehicle Safety Systems (Including Collision Avoidance and Impact Sensing)
05595	Recycled Automotive Accessory Items
06001	Adapters and Clevises, Automotive Parts
06003	Antifreeze
06006	Axles, Trailers and Trucks, Tandem and Single
06009	Batteries and Charging Stations For Electric Vehicles (Including Recycled Types)
06012	Batteries, Storage (Including Electrolyte and Recycled Types)
06015	Brakes, Electric Controller
06018	Brake Fluid, Hydraulic
06021	Brakes, Repairs, and Replacements (Not Electric Controller)
06023	Bushings and Related Items
06024	Cables, Looms, and Terminals (Incl. Fuse Holders) (See 280-75 for Cable and Wire Ties)
06027	Cement, Radiator
06033	Clamps, Hose
06035	Cooling System: Radiators, Complete and Cores; Thermostats; Water Pumps; etc.
06036	Electrical Accessories: Alternators, Ammeters, Distributors, Generators, Regulators, Starters, etc.
06037	Electrical Parts (Not Ignition) (Not Otherwise Classified)
06038	Engines, Diesel (Automotive) and Replacement Parts
06039	Engines, Dual Fuel, Automotive and Replacement Parts
06040	Engines, Gasoline: Complete, Short Block, and Parts
06041	Exhaust System: Clamps, Exhaust Pipes, Mufflers, Tailpipes, Catalytic Converters, etc.
06042	Filters: Air, Fuel, Oil, Power Steering, Transmission and Water, and PCV Valves
06045	Fittings (For Copper Tubing)
06046	Front End Alignment Parts and Accessories (See 075 for Equipment)
06047	Fuel System: Carburetors and Kits, Fuel Pumps, Tanks and Caps, etc.

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
06050	Fuses, Automotive
06054	Gaskets and Gasket Material, Automotive
06057	Glass and Supplies: Door, Windshield, etc.
06058	Governors, Engine and Road Speed
06060	Hose and Hose Fittings: Brake, Heater, Radiator, Vacuum, Washer, Wiper, etc.
06061	Hydraulic System Components and Parts
06063	Ignition System: Coils, Condensers, Points, Rotors, Spark Plugs (Not Aircraft), Spark Plug Wires, etc.
06064	Lubricating System and Parts (See 060-42 for Filters and Class 075 for Equipment)
06065	Power and Drive Train Components and Parts
06066	Parts and Accessories, Automotive, Miscellaneous (Not Otherwise Classified)
06067	Recycled Automotive Parts
06069	Remanufactured Engines, Transmissions, Differentials and Rear Axle Assemblies
06070	Replacement Parts for Chrysler (Mopar)
06071	Replacement Parts for Ford
06072	Replacement Parts for General Motors
06073	Replacement Parts for International Harvester
06074	Replacement Parts for other than Chrysler, Ford, General Motors, and International Harvester
06075	Retread Rubber
06078	Retreading Equipment
06079	Seals and O-Rings
06083	Shock Absorbers, Struts, etc.
06084	Springs, Leaves, Suspensions, etc. (Incl. Sway Bars)
06086	Steering Components and Parts
06087	Tire and Tube Repair Items and Vulcanizers
06093	Tire Sealing Compound
06094	Transmissions, Standard and Automatic (Including Clutch Assemblies and Parts)
06095	Wheel Bearings and Seals
06096	Wheels and Rims (Including Wheel Covers and Hubcaps)
06097	Windshield Wiper and Washer Assemblies, and Parts (Including Windshield Washer Fluid)
06505	Aerial Ladders and Towers (Including Buckets for Personnel)
06507	Bodies and Parts, Passenger Cars
06508	Bodies, Animal Control
06510	Bodies, Utility
06512	Body and Frame Parts, Including Bed Extenders (Not Otherwise Classified)
06515	Bookmobile Bodies
06516	Brush Guards, Truck
06517	Bus Bodies, School

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
06523	Cement Truck Bodies
06525	Covers, Camper Shells, Load Covers, etc. (For Trucks)
06527	Derrick, Digger, Truck Mounted
06530	Dump Bodies, Hoist Subframes, etc.
06534	Fire Protection and Crash Rescue Bodies
06535	Flat Bed Bodies
06540	Grain Bodies
06543	Handles, Grab
06544	Hatches, Roof (For Ventilation, Emergency Exit, etc.)
06545	Headache Racks (For Truck Bodies)
06550	Ladder Rack Bodies
06555	Livestock Bodies
06560	Milk Delivery Bodies
06562	Mobile Service and Lubrication Bodies
06565	Oil Field Bodies
06566	Ordnance (Explosive) Disposal Bodies
06567	Platform Bodies (Including Elevating Type)
06568	Powerlift Tailgate
06569	Pickup Truck Bodies
06570	Refrigerated Bodies
06572	Recycled Automotive Body Accessories and Parts
06575	Refuse/Garbage Collection Bodies and Parts
06578	Sewer/Catch Basin Cleaning Body and Equipment
06579	Spreader Boxes
06580	Stake Bodies and Parts
06583	Tanker Truck Bodies
06584	Tarpaulins for Truck Bodies (See 450-15 and 77 for Other Types)
06585	Tool Compartment Boxes (For Trucks)
06586	Truck Bodies and Parts (Not Otherwise Classified)
06587	Truck Bed Liners
06588	Trailer Bodies and Parts (Including Access Steps and Ladders)
06590	Van Truck Bodies
06592	Water Tank Bodies
06594	Winches and Cranes, Automotive
06595	Wrecker Bodies
07501	Air Powered Shop Tools, Regulators, and Parts
07502	Alarm Systems, Visual and Audio (For Electrically and Mechanically Operated Doors)
07503	Aligners, Balancers, and Accessories, Wheel

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
07506	Battery Chargers and Testers, Automotive (See Also Class 726)
07508	Brake Bench Stands
07510	Brushes and Cleaning Compounds, Automotive Cleaning
07512	Carbon Removing Tools
07514	Cements (For Chromated Felt, Gaskets, Trim, and Weather Strip) and Gasket Shellac
07517	Chamois and Sponges (Including Car Wash Mittens and Windshield Squeegees)
07519	Cleaning and Washing Equipment, Steam, Cold and Hot Water Pressure and Jet Types, Portable and Stationary (Also See 075-49)
07520	Crankshaft Truing and Engine Stands
07522	Creepers
07524	Diagnostic Instrument System for Vehicle Emission Testing
07525	Dynamometers
07527	Fender Covers
07528	Files, Ignition, Tungsten Point
07529	Flush and Fill Equipment and Tools (For Automatic Transmissions, Cooling Systems, Power Steering Systems, etc)
07531	Grinders, Cylinder Hone and Valve Seat; Portable Boring Machines; Hones; and Boring Bars
07533	Hand Tools, Automotive Air Conditioning (Including Refrigerant Charging Equipment)
07534	Hand Tools, Body Rebuilder's
07535	Hand Tools, Special Automotive: Brake Tools, Body and Fender Dollies, Hand Operated Pullers, Mechanic's Inspection Mirror, etc. (For Hardware See Class 450)
07536	Hose, Exhaust (For Shop Use Only)
07538	Hydrometers, Antifreeze and Battery
07539	Inspection Systems, Under Vehicle Type
07541	Jacks, Safety Stands, Portable Cranes, and Parts (For Automobiles, Trailers, Trucks, and Transmissions)
07542	Lights, Drop, and other Remote Work Lights (With Cords)
07543	Lathes, Armature and Brake Drum
07544	Lifts and Hoists, Floor Type: Electric, Hydraulic, or Pneumatic
07546	Lubrication Equipment: Guns, Hoses, Fittings, Lubricators, Oil Pumps, etc. (Including Oil Filter Presses)
07547	Mechanic's Equipment and Tools (Not Otherwise Classified)
07548	Mechanic's Wire
07549	Parts Washing Equipment Including Air Agitated and Pump Agitated (Also See 075-19)
07550	Oil Analysis and Diagnostic Equipment
07554	Presses and Pullers, Machine Powered (Including Frame Alignment)
07555	Reclamation Equipment, Automotive (Including Refrigerant Recovery)
07556	Recycled Automotive Products (Not Otherwise Classified)
07557	Reel and Hose Assemblies, Air and Water Dispensing

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
07560	Refinisher Products (Including Polish and Body Filler, For Paint See Class 630)
07563	Relining Equipment (For Brakes)
07564	Shop and Mechanic's Equipment and Supplies, Recycled
07565	Spark Plug Cleaner and Tester, Electric
07566	Specialty Products: Carburetor Cleaning Compound, Radiator Flush and Stop Leak,Transmission Sealing Compound, Water Pump Lubricant, Windshield Washer Solvent, etc.
07567	Spring Tester (To Balance Valve Springs, etc.)
07568	Spill Containment, Clean-Up, and Hazardous Waste Elimination System (For Vehicle Maintenance and Repair Work)
07569	Starting Equipment, Vehicle (Equipment Battery, Not Battery to Battery)
07572	Tachometer (With Wheel for Speed Recording)
07578	Testers: Engine Analysis, Headlight, Ignition, Timing, Compression, Oscilloscopes, Stroboscopes, etc.
07581	Tire Changing Equipment
07583	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant, Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
07587	Tow Bars, Chains, Ropes and Straps
07589	Training Aids and Instructional Equipment and Supplies, Automotive
07590	Undercoater Equipment and Accessories
07592	Undercoating Compounds
07594	Wheel Chocks (Blocks)
07595	Valve Grinding Compounds
07596	Vehicle Washing Systems, Automatic, Stationary
07597	Windshield Replacement Tools
10512	Ball Bearings and Parts
10518	Bearing Assemblies (Including Hanger Bearings and Custom-Made Bearings)
10530	Bearings and Parts (For Marine Equipment)
10532	Bearings, Various Types (Not Otherwise Listed)
10536	Journal Boxes
10548	Pillow Blocks (For Bearings)
10558	Recycled Bearings
10560	Roller and Needle Bearings and Parts, Straight
10572	Roller Taper Bearings and Parts
10584	Sleeve Bearings and Parts
11009	Accessories: Dressing, Hooks, Laces, etc.
11013	Belts, Recycled

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
11018	Conveyor and Elevator: Canvas and Duck
11022	Conveyor and Elevator: Neoprene, Plastic, and Rubber
11033	Flat Belts, Automotive and Lawn Mower (Serpentine) Plain and Grooved, Rubber
11040	Power Transmission, Canvas or Duck
11048	Power Transmission, Leather
11056	Power Transmission: Neoprene, Plastic, and Rubber
11063	Recycled Automotive and Industrial Belts
11074	V-Belts, Automotive Fan and Generator
11082	V-Belts, Industrial
11090	V-Belts, Fractional Horsepower
11095	V-Belts, Wedge Type, Oil and Heat Resistant, and Static Conducting
12008	Airboats and Inflatable Boats
12009	Anodes, Including Parts and Accessories
12010	Anchors
12013	Battery Boxes and Battery Chargers, Marine
12018	Boat Components (Not Otherwise Classified)
12019	Boat Fenders
12020	Boat Ramps and Parts
12033	Depth Finders or Indicators
12036	Electrical Accessories and Parts, Marine
12040	Fuel Tanks, Boat
12043	Hydraulic Systems, Marine
12044	Hardware, Fittings, Parts, and Supplies, Boat (Except Spark Plugs)
12050	Lights, Beacon and Signal
12052	Lights, Marine Navigation, Boat
12056	Motor and Engine Parts and Accessories (Miscellaneous), Marine
12057	Motors, Marine, Electric
12058	Motors, Inboard, Diesel, Marine
12059	Motor Conversion Unit (Outboard Propeller to Jet Water Drive)
12060	Motors, Inboard, Gasoline
12062	Motors, Outboard, Diesel
12063	Motors, Outboard, Gasoline
12064	Navigation Instruments, Marine: Compasses, Sextant, etc. (For Electronic Navigation Equipment See Class 220)
12065	Nets and Repair Supplies, Marine
12067	Nets and Repair Supplies (For Wildlife Trapping)
12074	Pumps, Marine
12075	Propellers (For Inboard and Outboard Motors)
12082	Sails (Including Components and Accessories)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
12088	Tools, Marine Hull and Engine
12090	Trailers, Boat
12096	Water Safety Equipment and Supplies (Not Otherwise Classified: Rope, Float Lines, etc.)
12097	Winches and Lifts, Boat (Including Windlasses)
14005	Blocks, Brush
14015	Brush Manufacturing Machinery and Parts
14018	Brush Manufacturing Tools
17515	Cleaning Equipment and Supplies, Laboratory
17574	Reagents and Chemicals, Ultrapure (Meeting Higher Standards than Ordinary Reagent Grade, etc.)
19018	Acids, Mineral: Boric, Hydrobromic, Hydrochloric, Sulfuric, etc.
19025	Alcohols: Ethyl, Isopropyl, Methyl, etc., and Glycerine
19036	Chemicals, Bulk (Not Otherwise Itemized)
19068	Oxidizing and Bleaching Agents
19080	Silicone Fluids
19090	Solvents (Not Otherwise Itemized)
19210	Aromatic Hydrocarbon Mixtures (Cleaning Solvents)
19217	Chemical Spill Solvents and Detergents
19218	Cleaners, Miscellaneous, Not Otherwise Listed)
19220	Cold-Tank and Soak-Tank Cleaners (For Heavy Duty Shop Use, etc.)
19255	Nonflammable Solvent Mixtures (Safety Solvents)
19265	Paint Spray Booth Compounds, Water-Soluble
19284	Stripping Solvents (Not Otherwise Classified)
19285	Surface-Active Agents: Emulsifiers, Wetting Agents, and One-Component Nonionic Detergents (See Also Class 180)
28016	Bare Cables and Wires: Type ACSR, Bare Copper, Bare Aluminum, etc.
28511	Capacitors, Motor Starting and Running
28517	Conduit and Fittings, Fiber and Asbestos-Cement
28518	Conduit and Fittings, Cast Iron and Malleable Iron
28519	Conduit and Fittings, Plastic/PVC
28520	Conduit and Fittings, Fiberglass
28521	Conduit and Fittings, Aluminum
28522	Conduit and Fittings, Rubber
28523	Conduit Fittings, Steel: Boxes, Bushings, Clamps, Connectors, Covers, Locknuts, Straps, etc.
28524	Conduit and Fittings, Brass, Bronze, and Copper
28525	Current Collection Equipment and Accessories, Electrical
28526	Conduit, Steel
28527	Control Devices, Lighting (Including Photocells, Multiple Relays, Lighting Contactors)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
28534	Fuses, Fuse Blocks and Holders, Links, etc.
28535	Gaskets, Meter
28540	Grounding Rods and Fittings
28541	Hose, Protective Line
28542	Insulation Materials and Insulators: Compounds, Varnish, etc.
28543	Induction Heating Equipment, Parts and Accessories
28552	Lamps: Portable, Shop, and Work Site
28564	Motor Controllers, Contactors, Push Button Stations, Relays, Safety Switches, Starters, Coils and Brushes
28568	Motors and Parts, Fractional H.P. Electric (Incl. Remanufactured)
28570	Motors and Parts, Integral H.P., Single Phase, Electric (Incl. Remanufactured)
28571	Motors and Parts, Integral H.P., Three Phase, Electric (Incl. Remanufactured)
28572	Resistors (Non-Electronic)
28573	Relays (Non-Electronic)
28579	Switches, Parts and Accessories (Miscellaneous)
28586	Transformers, Power Distribution (Including Fluid Filled, Pad and Pole Mount)
28587	Transformers, Power, Electric Sub-Station
28594	Voltage Regulators
28595	Wiring Devices: Adapters, Caps, Connectors, Extension Cords, Fluorescent and HP Starters, Outlets, Plates and Covers, Plugs, Receptacles, Safety Cord Lock, Switches, Terminals, etc. (Incl. Recycled Electrical Products, Supplies)
28718	Chemicals for Electronics Use: Antistatic, Cleaning, Degreasing, Etching, Metal Stripping, Solvent, etc.
28724	Circuit Boards, Modular, Printed (PCB), and Proto
28725	Circuit Board Production Equipment (For Etching, Cleaning, Drilling, etc.)
28742	Microprocessors (CPU Chips, etc.)
28771	Semiconductors, Parts, and Accessories
32010	Anchors, Expansion Shields, Molly Bolts, Plugs, Toggle Bolts, U-Bolts, etc.
32020	Bolts, Steel
32022	Bolts, Metal or Other Material (Not Steel)
32024	Box Stitching Machines, Wire, and Parts
32035	Cotter Pins, Clevis Pins, Dowel Pins, Spring Pins, Taper Pins, and Woodruff Keys and Snaps
32036	Fasteners (Not Otherwise Classified)
32037	Grommets (See 590-16 for Sewing Type)
32040	Mono-Bolts, Power Locking
32042	Nuts, Steel (Including Nutserts)
32043	Nuts, Metal or Other Material (Not Steel)
32050	Package Tying Machines and Parts

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
32055	Powder Actuated (Explosive) Tools and Supplies
32056	Recycled Fastening, Packaging, Strapping and Tying Equipment and Supplies
32057	Retainers and Keepers
32058	Rings, Retaining
32060	Rivets, All Types (Except Brake Lining Rivets)
32062	Rivet Guns
32069	Screws, All Kinds (Not Otherwise Listed)
32070	Screws, Cap
32071	Screws, Coach, Drywall, Eye, Lag, Phillips, Set, Thumb, etc.
32072	Screws, Machine
32073	Screws, Sheet Metal
32074	Screws, Wood
32075	Strapping, Seals, Banding and Tools and Equipment
32083	Threaded Rods, Studs, and Fittings
32085	Ties: Bar, Form, etc.
32091	Washers, Steel
32092	Washers, Metal or Other Material (Not Steel)
51505	Aerators, Pluggers, and Spikers
51510	Edgers, Trimmers, and Weed Cutters
51515	Engines, Motors, and Parts (For Lawn Equipment)
51520	Fertilizer Distributors, Lawn Type (See Class 020 for Commercial Distributors)
51523	Gang Mowers for Lawns and Grounds, All Types
51529	Lawn and Grounds Equipment Rollover Protection (ROPS)
51535	Lawn Mowers, Power, Heavy Duty, Flail Type (See Class 020 For Highway Type)
51540	Lawn Mowers, Power, Heavy Duty, Reel Type (See Class 020 For Highway Type)
51545	Lawn Mowers, Power, Heavy Duty, Rotary Type (Incl. Self-Propelled Types) (See Class 020 For Highway Type)
51550	Lawn Mowers, Power, Light Duty, Reel Type (For Yard Use)
51555	Lawn Mowers, Power, Light Duty, Rotary Type (For Yard Use)
51556	Lawn Mowers, Riding Type (Incl. Parts)
51559	Pads, Kneeling, Lawn and Garden
51564	Rollers, Lawn (Including Parts and Accessories)
51565	Rakers and Combers, Lawn, Power
51570	Sod Cutters and Lifters
51575	Spreaders, Broadcast, Fertilizer and Seed
51583	Tree Trimming and Pruning Equipment (Portable, Power Operated - Not Saws)
51585	Vacuum Cleaners and Other Litter Pickup Devices: Lawn, Parking Area, Sidewalk, etc.
63049	Paint, Automotive and Machinery
69034	Converters and Inverters, Power

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
69039	Diodes, Coils, and other Circuit Components
69040	Engines, Motors and Parts (Power Generation)
69041	Excitation System, Generator
69057	Power Supplies, Generating
69058	Power Transmission, Kinetic
69064	Regulators, Flow, Pressure
69065	Regulators, Voltage Current
69068	Relays, etc.
69079	Switches, Temperature Pressure
69088	Transmitters, Pressure
69089	Tubing and Fittings, Power Plant
69128	Chain (Roller, Table Top, Engineering, Silent)
69131	Clutches and Brakes (Pneumatic, Electric, Torque Limiting, Tension Control)
69134	Couplings (Jaw, Steel Flex, Gear, Fluid, Chain, Disc Brake)
69139	Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current, Mechanical, Variable Speed Pulleys, Hydrostatic Speed Variator)
69151	Motion Components, Linear (Shafts, Bearings, Support Blocks, Slides, Ball Screw)
69152	Motors (AC, DC, Vector Duty, Washdown, Brake, Stainless) (Also See Class 285)
69157	Pneumatics and Accessories (Valves, Cylinders, Filters, Regulators, Lubricators)
69162	Recycled Power Transmission Equipment, Accessories and Supplies
69163	Reducers (In-Line, Worm Gear, Right Angle, Parallel, Bevel, Mixer, Shaft Mount, Screw Conveyor)
69173	Sheaves/Belt Sprockets (V-Belt, Poly Chain, HTD, Timing Sprockets)
69175	Sprockets and Gears (Roller Chain, Engineering, Split, Table Top, Plastic, Spur, Bevel, Helical, Rack and Pinion Gearing)
72003	Asphalt Pumps
72004	Automatic Fueling Systems, Accessories and Parts
72006	Barrel Pumps (Drum Pumps), Rotary and Plunger Types, Hand Operated
72010	Boom Pumps and Parts, Concrete
72012	Booster or Circulating Pumps, In-Line
72013	Cavity Pumps, Progressive
72015	Centrifugal Pumps, Portable
72017	Centrifugal Pumps, Compact, Submersible
72018	Centrifugal Pumps, Stationary
72019	Compressors, Compressed Natural Gas (CNG)
72020	Control Devices for Motor Fuel Dispensing/Security/Management
72024	Diaphragm Pumps
72025	Dry Pit Sludge Pumps
72027	Fire Equipment Pumps and Pump Parts

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
72033	Gasoline, Compressed Natural Gas (CNG), Liquefied Petroleum Gas (LPG), and Diesel Fuel Pumps, Service Station Type
72036	Hydraulic Pumps, Hand and Motor Driven
72040	Mechanical Pumps and Accessories
72041	Meters and Dispensers for Fuel, Oil, and Lubricants
72042	Packing, Pump
72043	Oil Pumps and Accessories (See 060-64 for Automotive Type)
72045	Piston Pumps and Parts
72052	Propeller Pumps, Vertical
72055	Proportioning Pumps: Chemical Feed, Metering, Positive Displacement, and Injector Pumps (See Also Class 820)
72056	Pumps, Miscellaneous (Not Otherwise Classified)
72058	Recovery Pumps and Piping (Free Product, Groundwater, etc.)
72059	Recycled Pumping Equipment and Accessories
72061	Rotary Pumps, Gear or Roller Type, Power Driven
72063	Sampling Pump Systems and Accessories
72064	Sewage and Sludge Pumps, Submersible
72067	Sewage and Sludge Pumps, Surface Mounted
72073	Sump Pumps, Submersible and Non-Submersible
72079	Trash Pumps, Portable, Engine-Driven
72082	Water Pumps and Accessories (See 060-35 for Automotive Type)
72084	Water Well Accessories: Drive Points, Foot Valves and Strainers, Leather Cups, Sucker Rods, Well Cylinders, etc.
72090	Well Pumps, All Kinds
73505	Dispenser for Wipers
73510	Towels, Shop Type, New
73520	Wipers, Fabric, Non-Woven
73560	Wiping Rags, All Types: Cotton Towels, Lightweight Blankets, Muslins, Synthetics, etc.
73575	Recycled Rags, Shop Towels and Wiping Cloths
83205	Tape, Automotive Type
83226	Tape, Electrical
83240	Tape, Insulating, Electrical
83254	Tape, Metal Repair
83255	Tape (Not Otherwise Classified)
92804	Accessories (Not Otherwise Classified) Maintenance and Repair
92810	Alignment and Wheel Balancing (Including Front-End Repair)
92812	Ambulance and Rescue Vehicles Maintenance and Repair Services (Incl. Major Components and Accessory Items)
92815	Automobile and Other Passenger Vehicles Maintenance and Repair (Not Otherwise Classified)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92819	Body and Frame Work (Including Undercoating)
92823	Brake Maintenance and Repair
92824	Buses, School and Mass Transit, Maintenance and Repair
92827	Communications Systems Maintenance and Repair, Vehicle (Including Installation and Removal Services)
92829	Conversion of Gasoline Fuel Systems to Alternative Fuel Systems Including Maintenance and Repair Services
92830	Cooling, Heating, and Ventilating System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, Ventilation, etc.) Maintenance and Repair
92833	Customizing Services, Vehicle (Including Armoring of Vehicles; Handicapped and Van Conversions, etc.)
92835	Drive Train (Clutch Assembly, Flywheel, etc.) Maintenance and Repair
92838	Electrical (Alternator/Generator, Battery, Ignition System, Lights, etc.) Maintenance and Repair
92840	Exhaust System Maintenance and Repair
92843	Fuel Site Maintenance and Repair
92844	Fuel System Maintenance and Repair
92845	Fueling Services, Mobile (Vehicle)
92846	Glass Replacement and Repair Services, Windshield and Window (Auto), (Including Window Tinting Services)
92847	General Maintenance and Repair, Vehicle (Not Otherwise Classified), to Include Oil Changes, Lubrication, Guaranteed Maintenance Programs, etc. (See 928-88 for Tune-Ups)
92849	Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, etc.) Maintenance and Repair
92851	License Identification System (Vehicle), Maintenance and Repair
92854	Machine Shop Services, Automotive Type (See 929-48 for Industrial Type)
92855	Motor Homes and Recreational Vehicles Maintenance and Repair
92856	Oil Collection Services, Waste
92857	Painting, Vehicle
92858	Parts Washing Services
92860	Power Plant (Engine, Belts, Heads, Intake, Rebuilding, etc.) Maintenance and Repair
92864	Reconditioning/Refurbishing Vehicles
92865	Retrofitting Vehicles to Reduce Emissions and Improve Air Quality (A complete service incl. Parts where necessary to meet specs)
92867	Road Services, Vehicle (Includes Mobile Repair Services)
92876	Suspension (Axles, Springs, Steering, etc.) Maintenance and Repair
92882	Tire and Tube Mounting, Repair, Retreading, and Rotation (Including Tire Foam Filling Services)
92884	Trailer Maintenance and Repair (Not Otherwise Classified)
92885	Transmission (Main, Transfer Case, Chain and Final Drives) Maintenance and Repair
92886	Truck and Van Maintenance and Repair (Not Otherwise Classified)
92887	Truck Maintenance and Repair, Heavy

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92888	Tune-ups
92891	Upholstery Maintenance and Repair
92892	Vehicle Inspection and Testing Services (Emissions, etc.)
92893	Washing, Waxing, Polishing, Steam Cleaning, Disinfecting, etc.
92894	Wheel Maintenance and Repair
92895	Welding Services, Automotive Transportation
92904	Agricultural Implements, Parts and Accessories Maintenance and Repair
92912	Asphalt Distributors, Levelers, Mixers, etc. Maintenance and Repair
92913	Asphalt Heaters Maintenance and Repair
92914	Asphalt Pavers Maintenance and Repair
92915	Asphalt Scarifiers, Milling Machines, Scrapers, etc., Maintenance and Repair
92917	Automotive Shop Equipment Maintenance and Repair
92924	Car Wash Equipment Maintenance and Repair
92929	Concrete Equipment: Buckets, Screeding Machines, Curbers, Finishers, etc., Maintenance and Repair
92930	Concrete Mixers, Maintenance and Repair
92931	Construction Equipment Maintenance and Repair (Not Otherwise Listed)
92932	Concrete and Asphalt Equipment (Not Otherwise Classified) Maintenance and Repair
92933	Cranes: Backhoe, Dragline, Clamshell, etc., Maintenance and Repair
92935	Earth Handling, Grading, Moving, and Packing Equipment Maintenance and Repair
92941	Engines And Motors, Industrial, Maintenance and Repair
92943	Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, etc.) Maintenance and Repair
92944	Hydraulic Tools, Maintenance and Repair
92947	Lifts and Hoists, Maintenance and Repair
92948	Machine Shop and Fabricating Services, Industrial (See 928-54 for Automotive Type)
92950	Machinery and Heavy Hardware (Not Lawn Equipment) Maintenance and Repair
92958	Material Handling Equipment Maintenance and Repair
92960	Motor and Engine Maintenance and Repair, Small Gasoline
92961	Motor Rewinding and Repairing, Electric
92962	Motorcycles, Bicycles, Motor Scooters, and Trucksters (Including Golf Carts), Maintenance and Repair
92963	Oil Field Equipment Maintenance and Repair
92964	Pneumatic Tools, Maintenance and Repair
92965	Refuse/Garbage Burning Equipment, Maintenance and Repair
92966	Refuse/Garbage Collection/Dumping Equipment Maintenance and Repair
92967	Painting Services, Road and Heavy Industrial Equipment
92968	Road and Highway Equipment (Not Otherwise Classified) Maintenance and Repair
92969	Scales, incl. Weigh-In-Motion Type (See 938-79 for Hospital, Laboratory and Testing Types), Maintenance and Repair

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92970	Snow Plow and Blower Maintenance and Repair
92971	Snow Melter Maintenance and Repair
92974	Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)
92975	Taxiway and Runway Maintenance and Testing Equipment Maintenance and Repair
92976	Spreaders (Salt and Sand), Maintenance and Repair
92979	Sweepers, Street, Maintenance and Repair
92985	Tractors, Industrial: Bulldozers, Crawlers, Wheel Type, Maintenance and Repair
92995	Welding Services, Agricultural, Heavy Industrial and Similar Equipment (Not Otherwise Classified)
94116	Babbiting Services, Industrial Bearing
94121	Blade Maintenance and Repair, Electric Power Generator
94125	Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)
94127	Burner Maintenance and Repair
94130	Cathodic Protection Services
94134	Circuit Breaker Services, Air
94139	Digital and Analog Testing Equipment Maintenance and Repair
94145	Gas Chromatagh Systems Maintenance and Repair
94151	Heat Exchanger Maintenance and Repair
94152	Heating Equipment Maintenance and Repair, Steam
94155	HVAC Systems Maintenance and Repair, Power Plant
94156	Hydrostatic Testing Services, Boiler
94159	Inspection/Examination Services, Non-Destructive (Ultrasonic Testing, Dye Penetrant Testing, Radiography, etc.)
94163	Monitoring Services, Power Generation
94164	Motor Maintenance and Repair, Vertical
94169	Pipeline Pressure Flushing Services
94172	Power Generating and Transmitting Control System Maintenance and Repair Services
94173	Power Plant Equipment Maintenance and Repair (Not Otherwise Listed)
94177	Refractory Services
94182	Teflon Coating and Lining Services
94185	Tube Pressure Testing Services
94187	Turbine Maintenance and Repair, Gas
94188	Turbine Maintenance and Repair, Steam
94191	Valve Maintenance and Repair (Control, Fuel Modulation, etc.)
95924	Boats and Motors Maintenance and Repair

F. Event Log:

Date	Action or Event	Officer
8/15/2023	Pre-Qualification Pool Established	Robert Mendoza
11/10/2023	The following vendors have been added to the pre-qualification pool: Altec Industries, Environmental Products Group, Jack Lyons Truck Parts, Kelly Tractor, Nexpro Trucks and Equipment, Pats Pump & Blower, Rechtien International Trucks, Rose Spring Corp, SBL Freightliner, Stewart & Stevenson FDDA, TPH Holdings, Total Truck Parts, and TruckMax Inc.	Robert Mendoza
11/22/2023	The following vendors have been added to the pre-qualification pool: Broyhill Equipment, LLC, Deutz Corporation, Linder Industrial Machinery, Nationwide Haul, LLC, Trailer Tech Miami, Inc, and National Auto Parts Warehouse	Robert Mendoza
11/22/2023	The following vendors have supplemented their pre-qualification pool groups: Kelly Tractor-Group 3, Pats Pump & Blower-Group 3 and 4, TruckMax, Inc-Group 3	Robert Mendoza
2/6/2024	The following vendors have been added to the pre-qualification pool: Alta Enterprises, LLC, Bachrodt FT, LLC, EFE, Inc, Florida Coast Equipment, LLC, Lenco Industries, Inc, Sunbelt Waste Equipment, LLC and Tim Halpin Equipment Corp	Robert Mendoza
2/21/2024	The following vendors have supplemented their pre-qualification pool groups: Deutz Corporation-Group 3, Environmental Products Group, Inc - Group 3, Stewart and Stevenson FDDA, LLC - Group 3	Robert Mendoza
5/6/2024	The following vendor has been added to the pre-qualification pool: Crane Equipment Mfg Corp	Robert Mendoza
6/18/2024	The following vendors have been added to the pre-qualification pool: Equipment Sales of South Florida, LLC, Ring Power Corporation	Robert Mendoza
10/22/2024	The following vendors have been added to the pre-qualification pool: Broward Motorsports of Miami, LLC, Hydradyne, LLC, Power Brake Exchange 1, LLC, and Wastebuilt Environmental Solutions, LLC	Robert Mendoza
12/30/2024	The following vendors have been added to the pre-qualification pool: Riva Motorsports Miami, Inc, Kassbohrer All Terrain Vehicles, Inc, and Vermeer Southeast Sales and Service, Inc.	Robert Mendoza
1/10/2025	The following vendor has been added to the pre-qualification pool: Hydraulic Sales & Service, Inc	Robert Mendoza

F. Event Log:

Date	Action or Event	Officer

AGENDA MEMORANDUM

Meeting Date: 12/8/2025

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

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Wastebuilt Environmental Solutions - Blanket Purchase Order

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RECOMMENDATION:
Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Wastebuilt Environmental Solutions, utilizing Miami Dade County under contract # EVN0000469 (attached), for the remainder of their contract term, including any extensions through 08/31/2028, in an amount not to exceed $30,000.00 for parts & repairs for the Sanitation fleet of trucks as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION:
Wastebuilt Environmental Solutions has been a reliable vendor for sourcing both standard and hard-to-find parts for our fleet of garbage trucks. The nature of our operations often requires immediate access to parts in order to minimize vehicle downtime and maintain operational readiness. Their ability to provide these parts on short notice has proven critical to our department.

In addition to parts, Wastebuilt Environmental Solutions offers a full-service department capable of handling maintenance and repairs on large and specialized vehicles. Their facility is well-equipped and staffed with technicians familiar with the types of vehicles in our Sanitation fleet.

Spent in FY: 24/25 $47,521.19
Spent in FY: 23/24 $11,859.87

Submission Date and Time: 11/18/2025 4:35 PM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** Sanitation Fleet Maintenance
Prepared by: Rachel Buckner	**Procurement:**	**Account No.:** 430-3401-534-4510
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved:** $
		Current request: $ 30,000.00
		Total vendor amount: $ 30,000.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AUTOMOTIVE PARTS AND REPAIR SERVICES FOR THE CITY'S SANITATION FLEET VEHICLES FROM WASTEBUILT ENVIRONMENTAL SOLUTIONS, LLC FOR FISCAL YEAR 2025-26 IN AN AMOUNT NOT TO EXCEED $30,000 UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY INVITATION TO QUOTE (ITQ) NO. EVN0000469 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of automotive parts and repair services for the City's sanitation fleet vehicles (the "Services") in order to facilitate the day-to-day operations of the City's Public Works Department; and

WHEREAS, Miami-Dade County has entered into a competitively bid contract pursuant to Invitation to Quote (ITQ) No. EVN0000469 (the "County Contract") with Wastebuilt Environmental Solutions, LLC (the "Vendor") for the Services; 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 the Services from the Vendor for fiscal year 2025-26 in an amount not to exceed $30,000 based on the terms and conditions of the County Contract; 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 Services from the Vendor consistent with the terms and conditions of the County Contract pursuant to Section 31-11(E)(5) 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 $30,000 for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the County Contract.

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

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Recommendation by Public Works that the City Council authorize the City to enter into a piggyback agreement utilizing the Town of Miami Lakes Contract No. ITB-2025-05 (attached), and further authorize the issuance and/or execution of a corresponding work order and purchase order to Metro Express in an amount not to exceed $400,000.00 for roadway, stormwater, and sidewalk installation and repairs citywide. Funding for this work was budgeted in the FY 2025/2026 Budget and the procurement is in accordance with Section §31.11 (E)(5) of the City Code.

Discussion/Analysis:
The City performs ongoing maintenance of streets, sidewalks, and drainage systems to ensure safe, accessible, and well-maintained public infrastructure. These improvements are essential to addressing deteriorated asphalt, uneven or damaged sidewalks, standing water issues, and other conditions that present safety concerns or impede mobility. Metro Express, Inc. has worked with the City for over 10 years, providing high-quality services that include roadway milling and resurfacing, stormwater and drainage

system installations and improvements, and concrete sidewalk construction and rehabilitation. Throughout this time, the contractor has demonstrated consistent performance, competitive pricing, and a strong understanding of the City's standards, infrastructure needs, and operational requirements. Their continued reliability and ability to respond efficiently to City projects make them an effective and trusted service provider. Public Works intends to utilize Metro Express, Inc. for scheduled and as-needed pavement, sidewalk, and drainage repairs and improvements citywide. The proposed purchase will ensure continuity of services and allow the department to address priority areas efficiently.

Funding:
CITT
135-0902-541-4600
$400,000

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH METRO EXPRESS, INC. FOR CITYWIDE ROADWAY, STORMWATER, AND SIDEWALK INSTALLATION AND REPAIR SERVICES UTILIZING THE TERMS AND CONDITIONS OF TOWN OF MIAMI LAKES CONTRACT NO. 2025-05ME PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; AUTHORIZING THE CITY MANAGER TO ISSUE A WORK ORDER TO METRO EXPRESS, INC. FOR THE SERVICES IN AN AMOUNT NOT TO EXCEED $400,000 FOR FISCAL YEAR 2025-26; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of citywide roadway, stormwater, and sidewalk installation and repair services on an as-needed basis (the "Services"); and

WHEREAS, the Town of Miami Lakes has entered into Contract No. 2025-05ME (the "Miami Lakes Contract") with Metro Express, Inc. (the "Contractor") for the Services pursuant to Invitation to Bid No. 2025-05; 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, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to execute an agreement in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services consistent with the terms and conditions of the Miami Lakes Contract (the "Agreement"); and

WHEREAS, the City Council seeks to further authorize the City Manager to issue a work order to the Contractor for the provision of the Services in an amount not to exceed $400,000 for fiscal year 2025-26 and budgeted funds in future fiscal years, consistent with the terms and conditions of the Agreement; 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. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval and Authorization of Agreement. That the City Council hereby approves the Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code and authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 3. Authorization to Issue Work Order. The City Council hereby authorizes the City Manager to issue a work order to the Contractor in an amount not to exceed $400,000 for fiscal year 2025-26 and budgeted funds in future fiscal years, consistent with the terms of the Agreement.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order, work order, or other required documentation for the Services described in this Resolution and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. 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 Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
METRO EXPRESS, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2025 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City"), and **METRO EXPRESS, INC.**, a Florida for-profit corporation (hereinafter, the "Contractor"). Collectively, the City and the Contractor are referred to as the "Parties."

WHEREAS, the City is in need of citywide roadway, stormwater, and sidewalk installation and repair services on an as-needed basis (the "Services"); and

WHEREAS, the Town of Miami Lakes has entered into Contract No. 2025-05ME (the "Miami Lakes Contract") with Metro Express, Inc. (the "Contractor") for the Services pursuant to Invitation to Bid No. 2025-05; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Town of Miami Lakes Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the "Code") provides that "All 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, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City."; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Miami Lakes Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Miami Lakes Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **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 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 Services shall apply:

   A. First Priority: Base Agreement;

   B. Second Priority: E-Verify Affidavit;

   C. Third Priority: Exhibit A – Town of Miami Lakes Contract.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Town of Miami Lakes Contract unless otherwise provided in this Agreement. All references to the Town of Miami Lakes shall be replaced with the City of Miami Springs where applicable.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Scope of Services.**

   A. Contractor shall provide the Services and deliverables for various projects or project aspects for the City (each a "Project"), as requested by the City and detailed in a "Statement of Work" which the City will provide the Contractor when engaging the Contractor to work on a specific Project.

   B. Prior to commencement of work on a specific Project, the Contractor will provide the City with a fixed lump sum cost or maximum (i.e., not to exceed) cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule in the Miami Lakes Contract.

   C. If the City approves the a fixed lump sum cost or maximum (i.e., not to exceed) cost for the Project, the City will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any Services on any Project until it has received from the City the Notice to Proceed on such Project.

   D. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

6. **Compensation and Payment.**

   A. Compensation for Services provided by Contractor shall be in accordance with the approved Statement of Work or the Notice to Proceed for such Project, which shall

be based on the Rate Schedule in the Miami Lakes Contract. Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the City and will be considered as line item reimbursements, without markup.

B. Contractor shall deliver an invoice to City no more often than once per month. Each invoice shall detail the Services completed, the amount due to Contractor under the Agreement and Statement of Work for such Project, identify the Project or assignment; payments made to date, percentage of completion of the assignment, project or phase; payment due this invoice; and remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment pursuant to the Rate Schedule in the Miami Lakes Contract. If hourly, invoices shall identify the name and title of personnel who performed the work.

C. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each Project. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

7. Term/Commencement Date.

A. The term of this Agreement shall be from the Effective Date of the Miami Lakes Contract through three years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for two additional one year periods on the same terms as set forth herein upon written notice to the Contractor.

B. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Manager.

8. Ownership and Access to Records and Audits.

A. 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 Agreement ("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 Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

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

C. 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.

D. 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 Agreement are and shall remain the property of the City.

E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement 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 Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

H. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

9. **<u>Notices/Authorized Representatives</u>.** Any notices required by this Agreement 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 Agreement or such other address as the party may have designated by proper notice.

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

    A. **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.

    B. **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 Statues, 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.

    C. **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.

    D. **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.

E. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

METRO EXPRESS, INC.

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

EXHIBIT "A"

Town of Miami Lakes
Contract No. 2025-05ME
with Metro Express, Inc.

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs 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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
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: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
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 ethe 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

RESOLUTION NO. 25-2106

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO AWARD CONTRACTS TO THE STOUT GROUP, LLC AND METRO EXPRESS, INC. FOR ITB2025-05 MISCELLANEOUS DRAINAGE AND ROADWAY SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT(S); AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT(S); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 24, 2025, the Town issued ITB2025-05 Miscellaneous Drainage Services (the "ITB") and advertised the ITB in the Community Newspapers, DemandStar, Public Purchase, and posted in the Government Center Lobby; and

WHEREAS, qualifications to submit bids included (1) Possessing a minimum of three (3) years of experience performing miscellaneous roadway and/or drainage projects; (2) having completed at least three (3) projects of similar size, scope and complexity performed within the last three (3) years; (3) possessing a valid General Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade Construction Trade Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contract; and

WHEREAS, on May 28, 2025, two bids were received: one from The Stout Group, LLC ("Stout") for $1,986,297.50 and one from Metro Express, Inc. ("Metro") for $2,143,350.00; and

WHEREAS, Procurement conducted a thorough review of both bids and concluded that Stout and Metro each met the requirements for solicitation and there were no findings that indicated the bidders would be incapable of fulfilling their respective contract(s) if awarded; and

WHEREAS, both companies are fully licensed to perform the required work, have provided references for projects of comparable size, scope, and complexity, and are capable of self-performing at least thirty percent (30%) of multi-trade work; and

WHEREAS, Stout having industry experience of thirteen (13) years, has completed projects for major public agencies as well as municipalities including the Florida Department of Transportation (FDOT), Miami-Dade County, the City of Miami Gardens, the City of Hollywood, and the Miami-Dade Water and Sewer Department; and

WHEREAS, Metro with twenty-eight (28) years of general and engineering contractor experience has completed projects for multiple municipalities and local governments in South Florida, including Miami-Dade County, the City of Pembroke Pines, the Village of Palmetto Bay, the City of Miami, the City of Coral Gables, and the City of Doral; and

WHEREAS, Metro has served as a contractor for the Town for over five years, completing numerous assignments involving sidewalk repairs, asphalt resurfacing, roadway and drainage improvements and repairs; and

WHEREAS, the award of both contracts will provide the Town with increased vendor capacity thereby enhancing the Town's ability to maintain continuity of essential services without interruption; and

WHEREAS, it is in the interest of the Town to authorize the Town Manager to award a contract to Stout and Metro ITB2025-05 Miscellaneous Drainage and Roadway Services in an amount not to exceed budgeted funds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contract.** The Town Council hereby approves the execution of contracts with The Stout Group, LLC and Metro Express, Inc. for Miscellaneous Drainage and Roadway Services.

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract. The Town Manager is hereby granted the authority to renew the Contract under similar terms and conditions as the attached agreement for two (2) additional one (1) year periods.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contract(s).

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contract for Miscellaneous Roadway and Drainage Services, and to execute any extension and/or amendments to the Contract, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date**. This Resolution shall take effect immediately upon adoption.

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Passed and adopted this 17th day of June 2025.

The foregoing resolution was offered by Vice Mayor Morera who moved its adoption. The motion was seconded by Councilmember Fernandez and upon being put to a vote, the vote was as follows:

Mayor Joshua Dieguez	Yes
Vice Mayor Bryan Morera	Yes
Councilmember Juan Carlos Fernandez	Yes
Councilmember Angelo Cuadra Garcia	Yes
Councilmember Ray Garcia	Yes
Councilmember Steven Herzberg	Yes
Councilmember Alex Sanchez	Yes

Joshua Dieguez
MAYOR

Attest:

Gina M. Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Lorenzo Cobiella
Gastesi, Lopez, Mestre, and Cobiella, PLLC
DEPUTY TOWN ATTORNEY

EXHIBIT A

Agreement
between the
Town of Miami Lakes
and
Metro Express, Inc.
and
The Stout Group, LLC.
for
Miscellaneous Roadway and Drainage Services

2025-05ME

MISCELLANEOUS ROADWAY AND DRAINAGE SERVICES

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Juan Carlos Fernandez
Councilmember Angelo Cuadra Garcia
Councilmember Ray Garcia
Councilmember Steven Herzberg
Councilmember Alex Sanchez

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Miscellaneous Roadway and Drainage Services

2025-05ME

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SECTION A. NOTICE TO BIDDERS

ITB Name:	Miscellaneous Roadway and Drainage Services
ITB No.:	2025-05
Non-Mandatory Pre-Bid Conference:	11:00 AM EST, May 8, 2025
Bids Due:	11:00 AM EST, May 28, 2025

Solicitation Overview:

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance, on an as-needed basis, for various types of repair and maintenance activities, including but not limited to: paving, milling, resurfacing, drainage, sidewalks, curbs and gutters. The Work will predominately involve multiple trades.

This Solicitation is for **work to be issued on a work order basis** with an estimated per work order value in the $5,000 to $30,000 range. The Town anticipated value for the initial year of the Contract will be approximately $500,000. The Town anticipates to maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated value of $1,500,000 during the initial three (3) year contract term.

Bidders are to submit one (1) original and three (3) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on May 28, 2025,** at which time the Bids will be opened**.**

A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 AM, May 8, 2025, at Town Hall Community Conference Room. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of three (3) years of experience performing miscellaneous roadway and/or drainage projects;
2. Must have completed at least three (3) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor or General Engineering Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contract; and
4. Must self-perform thirty percent (30%) of multiple trade work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion, may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33016 at 11:00 AM, on Thursday, May 8, 2025.

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.13 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at https://www.miamilakes-fl.gov/local-preference/.

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Section B2.20, Performance & Payment Bonds, below.

B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of $100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Section, each submit a response to an ITB~~,~~ such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Section to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and

adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern:

1. Revisions and Change Orders to the Contract will govern over the Contract;
2. The Contract Documents will govern over the Contract;
3. The Special Conditions will govern over the General Conditions of the Contract; and
4. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 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.

C1.19 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 and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

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.

The Town 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 Town 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 Town 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).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will 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.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.28 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Section. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Delio A. Trasobares
President
Metro Express, Inc.
9390 NW 109 St.
Medley, Fl 33178
delio@metroexpresscorp.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The

insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. Worker's Compensation and Employer's Liability Insurance:

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 each accident and a waiver of subrogation.

b. Comprehensive Business Automobile and Vehicle Liability Insurance:

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. Commercial General Liability ("CGL"):

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars ($1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars ($1,000,000)**.

(3rd) CGL Required Endorsements:

a) Employees included as insured
b) Contingent Liability/Independent Contractors Coverage
c) Contractual Liability
d) Waiver of Subrogation
e) Premises and/or Operations

f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
g) Loading and Unloading
h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town 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 Town. The Town 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 approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town 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.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Section to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Section.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known,

would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Section C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Section C4.05.

Failure of Contractor to comply with Section C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Sections C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Section C1.26 within the timeframe established in Section C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Section.

The Town may require the Contract to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Section. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town 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 it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Section C4.03, and Section C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Section as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Section C5.03, Termination for Convenience.

If a Stop Work Order issued under this Section is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this

Contract. Contractor understands and agrees that termination of this Contract under this Section will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance of roadways, drainage, sidewalks, curbs and gutters on an as-needed basis. The Work includes, but is not limited to, paving, milling, resurfacing, drainage, striping, asphalt patching, concrete sidewalks, curbs and gutters repairs installation and replacement. Work Orders may include more than one of these components of Work.

D2 LINE ITEM QUANITITES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders and only represent the Town's requirements for the first year of the Contract. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. As stated in Section B2.12, where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.

D3 WORK ORDERS

Work will be issued on a work order basis with an estimated per work order value in the $5,000 to $30,000 range utilizing the unit prices stated in the Bid Form.

Work orders may include items located within multiple sites inside the Town boundaries. The contractor shall maintain continues progress from the start to finish of a work order. Any unrestored site shall be completed within a 24 hour period. If the contractor fails to restore a site within the required time the Town may complete the work and deduct the cost from future payments to the contractor.

D4 ADDITIONAL LINE ITEM QUANITITES

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

D5 CONTRACT TERM/ESTIMATED EXPENDITURE

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work is to commence until a Work Order is issued.

D6 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of the total value of the contract award, the Town, at its sole discretion, will have an option to renew the Contract upon the same terms and conditions for two (2) additional one (1) year periods (the "Option" or "OTR"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option will be effective upon receipt of a written notice from the Town Manager or Procurement Manager to the Contractor. The Town may, at its sole discretion may allow for price increases during the Option years due to extraordinary changes in market conditions and market pricing.

D7 HOURS FOR PERFORMING WORK

Work must be performed Monday through Friday from 8:00 am to 5:00 pm. The contractor may be directed by the Town to work outside these hours. Lane closures are restricted to the hours of 9: am to 4:00 pm unless directed by the Town.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager. A Work Order may establish different working hours than those stated herein.

D8 COMPENSATION

Contractor can submit an invoice for payment for Work performed under a Work Order upon completion and acceptance of all of the Work by the Project Manager. Contractor may include more than one Work Order on the invoice form.

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The Standard Invoice Form will be provided at the time of contract award. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract.

The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

D9 ESTIMATED QUANITITES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates it needs are for the initial year of the Contract. The Town anticipated expenditure for the initial year of the Contract will be approximately $500,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated expenditure of $1,500,000 during the initial three (3) year contract term.

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

D10 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work (including mobilization, MOT, clearing and grubbing, site prep, removal and disposal of debris, utility locates, temporary structures), except for those costs specifically identified as reimbursable costs as stated in Section D11. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. **Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.**

D11 REIMBURSABLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

- Permits (from regulatory agencies or any other agency having jurisdiction)
- Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

D12 SPECIFICATIONS

FDOT Standard Specifications and Miami-Dade County specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the referenced specifications, or add its own specifications, on a Work Order by Work Order basis and the Contractor will be advised of any such changes.

D13 AWARD OF PROJECTS

Work Orders will be issued by the Town for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

1. Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for the Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.

   The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contractor may request to meet with Project Manager in the field to review a Work Order. If the Contractor believes that that either the quantities, line items, scope, or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the Town will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary update the work order. Once updated and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the Town may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

2. If a Project requires work that includes non-pre-priced work, then the Project Manager will request a written Work Order Proposal (“Proposal”) from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

D14 LIQUIDATED DAMAGES

The Town may establish liquidated damages on a Work Order by Work Order basis. Where the Town determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the Town $500.00 or each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D15 RELEASE OF LIENS SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Section D8.

Conditional Release of Liens are not accepted by the Town.

D16 PURHCASE 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 and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Section D8.

D17 TOWN FURNISHED DRAWINGS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

D18 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

D19 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Work Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Work Order and the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town under a Work Order. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon completion and acceptance by the Town of the Work under the Work Order.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D20 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

D21 STAGING SITE

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

D22 PROJECT HOUSEKEEPING

The Contractor is solely responsible for the following:

- Providing temporary sanitary facilities
- Providing Dust Control Measures during construction, including soil tracking devices (if necessary)
- Provide Debris & Pollution Control – Maintaining project site clean and orderly, providing containers for the disposal of debris, schedule periodic collection and disposal of debris.
- Staging areas must have sediment and erosion control measures installed prior to use.
- All vegetation, debris, concrete, or other unsuitable material shall be disposed of offsite, in an area provided by the contractor.
- Contractor to designate an area within the project limits for concrete truck washout activities. This area shall contain erosion control devices that prevent contact between washout materials and Stormwater and/or surface waters.
- All trenches/excavations shall be adequately covered at the end of the workday.
- Replacing damages made to town or residential properties as a result of the work, including but not limited to sod, driveway approach, driveway, concrete slurry, asphalt damage, tree damage.
- Document work area pre-construction condition.
- Restore work area to existing or better condition.

D23 NPDES REQUIREMENTS

Contractors must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at http://www.dep.state.fl.us/water/stormwater/npdes/. Contractor is

responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

D24 WORK ORDER COMPLETION, PUNCH LIST & FINAL COMPLETION

The Work under a Work Order will be complete ("Final Completion") when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a punch list containing all of the Work to be performed to achieve Final Completion of the Work Order.

The Punch List is to be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

The Project Manager and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

D25 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of a Work Order. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of a Work Order.

D26 RECORD SET

For Work Orders where the Town has provided a set of Plans for a Work Order the 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, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, 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 Change Orders, Construction Change Directives, and 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 of the Work Order and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

END OF SECTION

FORM OF PERFORMANCE BOND (Page 1of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract, No.**_____, awarded the _____ day of _____, **20___**, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of_____, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor shall be, and declared by Town to be, in default under the Contract, Town having performed Town obligations hereunder, the Surety may promptly remedy the default, or shall promptly:
   4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
   4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

FORM OF PERFORMANCE BOND (Page 2 of 2)

No right of action shall accrue on this bond to or for the use of any person or corporation other than Town named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

Contractor

WITNESSES:

_____
(Name of Corporation)

_____
Secretary

By: _____
(Signature)

(CORPORATE SEAL)

_____
(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

_____

By: _____
Agent and Attorney-in-Fact

_____

Address: _____
(Street)

_____

_____
(City/State/Zip Code)

Telephone No.: _____

(Notary required for Contractor's Signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____

or produced identification _____

Notary Public – State of _____

_____
(type of identification)

My commission expires _____

_____
(Printed, typed or stamped commissioned name notary public)

FORM OF PAYMENT BOND (Page 1of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. _____**, for the **_____,** awarded the _____ day of _____, **20___**, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

   THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

   2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.

   2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.

   2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST: _____
(Name of Corporation)

_____ By: _____
(Secretary) (Signature)

_____
(Corporate Seal) (Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF: INSURANCE COMPANY:

_____ By: _____
Agent and Attorney-in-Fact

_____ Address: _____.
(Street)

_____ _____
(City/State/Zip Code)

Telephone No.: _____

(Notary required for Contractor's Signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____

or produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(type of identification)

_____
(Printed, typed or stamped commissioned
name notary public)

CONTRACT EXECUTION FORM

This Contract _____ made this ___ day of _____ in the year ____ in an amount not to exceed $_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

_____
(Contractor's Name)

By:_____

By: _____

Name:_____

Title:_____

Date:_____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

_____
Corporate Secretary

(Corporate Seal)

SECTION E. CONTRACTOR'S PROPOSAL

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SECTION E. BID FORM

This Bid is submitted on behalf of Metro Express, Inc., (hereinafter "Bidder") located at

(Name of Bidder)

9390 NW 109 St. Medley, FL 33178, submitted on 5/28/25,

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 2025-05 **for**

Miscellaneous Roadway and Drainage Services

(Solicitation Title)

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or

competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment PS) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. **Do not** convert the MS Excel Bid Form to a .pdf form.

Pricing Details

The estimated quantities stated in Form-PS, the Price Sheet, are those that are anticipated for the first year of the initial three (3) year contract period. The Town anticipates that the quantities for the remaining two years of the initial term of the Contract will be the same the actual budget amounts will be determined on an annual basis. The estimated value for the 1st year is $200,000, which would reflect a potential total value of $600,000 over the initial three (3) year term.

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-PS include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

Our **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

Total Bid Amount: $ 2,143,350.00

Firm's Name: Metro Express, Inc.

SSN or Federal ID No.: 65-0711071 Telephone No.: 305-885-1330

E-Mail Address: infoametroexpresscorp.com Facsimile No.: 305-885-1327

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delio A. Trasobares, President Signature:

MISCELLANEOUS ROADWAY & DRAINAGE SERVICES					
ITB 2025-05					
FORM PS (BID FORM)					
TOWN ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
T001	FLOATING TURBIDITY BARRIER	LF	50.00	$ 20.00	$ 1,000.00
T002	INLET PROTECTION SYSTEM	EA	10.00	$ 100.00	$ 1,000.00
T003	DRIVEWAY RESTORATION (STAMPED CONCRETE)	SY	20.00	$ 200.00	$ 4,000.00
T004	DRIVEWAY RESTORATION (PAVERS ON SAND)	SY	20.00	$ 200.00	$ 4,000.00
T005	REGULAR EXCAVATION	CY	100.00	$ 25.00	$ 2,500.00
T006	EMBANKMENT	CY	100.00	$ 25.00	$ 2,500.00
T007	FLOWABLE FILL	CY	100.00	$ 250.00	$ 25,000.00
T008	TYPE B STABILIZATION	SY	120.00	$ 18.00	$ 2,160.00
T009	REWORKING LIMEROCK BASE, 4"	SY	120.00	$ 18.00	$ 2,160.00
T010	OPTIONAL BASE, BASE GROUP 04	SY	120.00	$ 30.00	$ 3,600.00
T011	OPTIONAL BASE, BASE GROUP 06	SY	120.00	$ 35.00	$ 4,200.00
T012	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	6,000.00	$ 5.00	$ 30,000.00
T013	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	1,000.00	$ 7.00	$ 7,000.00
T014	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	500.00	$ 6.00	$ 3,000.00
T015	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	SY	6,000.00	$ 28.00	$ 168,000.00
T016	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (2")	SY	500.00	$ 40.00	$ 20,000.00
T017	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22 (1")	SY	5,000.00	$ 28.00	$ 140,000.00
T018	STORM DRAINAGE INLET (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T019	STORM DRAINAGE MANHOLE (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T020	STORM DRAINAGE INLET (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T021	STORM DRAINAGE MANHOLE (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T022	STORM DRAINAGE SWALE INLET (TYPE D-1) - STRUCTURE, FRAME, GRATE (MDC SD 3.1)	EA	2.00	$ 5,000.00	$ 10,000.00
T023	INLETS, CURB, TYPE 9, J BOT, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T024	INLETS, CURB, TYPE P-1, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T025	INLETS, CURB, TYPE P-2, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T026	INLETS, CURB, TYPE P-3, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T027	INLETS, CURB, TYPE P-4, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T028	INLETS, CURB, TYPE P-5, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T029	INLETS, CURB, TYPE P-6, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T030	INLETS, DT BOT, TYPE C,<10'	EA	2.00	$ 7,000.00	$ 14,000.00
T031	INLETS, DT BOT, TYPE D, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T032	MANHOLES, P-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T033	MANHOLES, P-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T034	MANHOLES, J-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T035	MANHOLES, J-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T036	PIPE CULVERT, HDPE, ROUND, 15"	LF	60.00	$ 150.00	$ 9,000.00
T037	PIPE CULVERT, HDPE, ROUND, 18"	LF	100.00	$ 160.00	$ 16,000.00
T038	PIPE CULVERT, HDPE, ROUND, 24"	LF	100.00	$ 180.00	$ 18,000.00
T039	FRENCH DRAIN, 18"	LF	200.00	$ 200.00	$ 40,000.00
T040	FRENCH DRAIN, 24"	LF	100.00	$ 250.00	$ 25,000.00
T041	INLETS, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T042	MANHOLE, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T043	VALVE BOXES, ADJUST	EA	5.00	$ 600.00	$ 3,000.00
T044	METER BOXES, ADJUST	EA	5.00	$ 300.00	$ 1,500.00
T045	MANHOLE COVER- REPLACE	EA	5.00	$ 1,600.00	$ 8,000.00

T046	REPLACE GRATE	EA	5.00	$ 1,600.00	$ 8,000.00
T047	MANHOLES & INLETS CLEANING & SEALING, <10'	EA	10.00	$ 1,000.00	$ 10,000.00
T048	MANHOLES & INLETS CLEANING & SEALING, >10'	EA	10.00	$ 1,200.00	$ 12,000.00
T049	BOLLARDS (SEE DETAIL)	LF	10.00	$ 1,500.00	$ 15,000.00
T050	CONCRETE CURB AND GUTTER "F" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T051	CONCRETE CURB "D" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T052	CONCRETE CURB "RA" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T053	VALLEY GUTTER - CONCRETE (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T054	CONCRETE SEPARATOR WITH "A" CURB (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T055	CONCRETE NEW EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 63.00	$ 31,500.00
T056	REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	6,000.00	$ 63.00	$ 378,000.00
T057	CONCRETE NEW EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	200.00	$ 81.00	$ 16,200.00
T058	CONCRETE REPLACE EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	3,000.00	$ 81.00	$ 243,000.00
T059	CONCRETE NEW EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	250.00	$ 90.00	$ 22,500.00
T060	CONCRETE REPLACE EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 90.00	$ 45,000.00
T061	CONCRETE BUS BAY (12" THICK) SURFACE (INCLUDING 10" REINFORCED CONCRETE SLAB WITH #5 REBAR AT 10" O/C EACH WAY, REINFORCED STEEL & MORTAR BED)	SY	100.00	$ 200.00	$ 20,000.00
T062	ROOT BARRIER- 24"	LF	500.00	$ 25.00	$ 12,500.00
T063	PAVERS, ARCHITECHTURAL, ROADWAY	SY	200.00	$ 200.00	$ 40,000.00
T064	PAVERS, ARCHITECHTURAL, SIDEWALK	SY	100.00	$ 200.00	$ 20,000.00
T065	DETECTABLE WARNINGS	SF	100.00	$ 45.00	$ 4,500.00
T066	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	200.00	$ 100.00	$ 20,000.00
T067	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	100.00	$ 125.00	$ 12,500.00
T068	GUARDRAIL REMOVAL	LF	10.00	$ 50.00	$ 500.00
T069	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2.00	$ 5,000.00	$ 10,000.00
T070	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2.00	$ 5,000.00	$ 10,000.00
T071	SPECIAL GUARDRAIL POST	EA	10.00	$ 600.00	$ 6,000.00
T072	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL	EA	5.00	$ 800.00	$ 4,000.00
T073	PERFORMANCE TURF, SOD (ST. AGUSTINE OR AS DIRECTED BY TOWN)	SY	1,000.00	$ 18.00	$ 18,000.00
T074	TRAFFIC LOOP REPLACEMENT	EA	10.00	$ 5,000.00	$ 50,000.00
T075	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	20.00	$ 650.00	$ 13,000.00
T076	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	20.00	$ 900.00	$ 18,000.00
T077	SINGLE POST SIGN, RELOCATE	EA	20.00	$ 200.00	$ 4,000.00
T078	SINGLE POST SIGN, REMOVE	EA	20.00	$ 100.00	$ 2,000.00

T079	RAISED PAVEMENT MARKER, TYPE B (WHITE/RED, BLUE, OR YELLOW)	EA	500.00	$ 8.00	$ 4,000.00
T080	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T081	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	100.00	$ 5.00	$ 500.00
T082	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	100.00	$ 6.00	$ 600.00
T083	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	100.00	$ 9.00	$ 900.00
T084	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	LF	300.00	$ 3.00	$ 900.00
T085	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	LF	50.00	$ 3.00	$ 150.00
T086	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	10.00	$ 800.00	$ 8,000.00
T087	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	10.00	$ 400.00	$ 4,000.00
T088	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	300.00	$ 3.00	$ 900.00
T089	THERMOPLASTIC, STANDARD,YELLOW, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T090	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 12"	LF	50.00	$ 5.00	$ 250.00
T091	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	100.00	$ 6.00	$ 600.00
T092	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	LF	20.00	$ 9.00	$ 180.00
T093	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	300.00	$ 3.00	$ 900.00
T094	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	LF	50.00	$ 3.00	$ 150.00
T095	THERMOPLASTIC, REMOVE EXISTING, PAVEMENT TO REMAIN (HYDROBLAST)	SF	300.00	$ 20.00	$ 6,000.00
T096	ADVANCED UTILITY EXPLORATION (SOFT DIGS) - AVG. 10' DEPTH	EA	15.00	$ 3,000.00	$ 45,000.00
T097	NO. 4 STONE	CY	60.00	$ 40.00	$ 2,400.00
T098	LIMEROCK, LBR 100	CY	60.00	$ 40.00	$ 2,400.00
T099	FILL SAND	CY	60.00	$ 40.00	$ 2,400.00
T100	NO. 57 STONE	CY	60.00	$ 40.00	$ 2,400.00
				SUBTOTAL	**$ 1,948,500.00**
	MOBILIZATION (SEE BID ITEM NOTE 6)			10%	$ 194,850.00
	EMERGENCY RESPONSE (SEE BID ITEM NOTE 1)	$ 25,000.00	5.00	0%	$ -
				TOTAL BID AMOUNT	**$ 2,143,350.00**

BIT ITEM NOTES

1. BIDDER IS TO ENTER THE PERCENTAGE VALUE TO IDENTIFY THE ADDITIONAL COST FOR AN EMERGENCY RESPONSE. AN EMERGENCY RESPONSE IS DEFINED AS THE CONTRACTOR MOBILIZING AT THE PROJECT SITE WITHIN TWO HOURS OF NOTIFICATION SEVEN DAYS PER WEEK BETWEEN THE HOURS OF 7:00 AM & 7:00 PM. FOR PURPOSES OF EVALUATION ONLY THE VALUE OF $25,000 HAS BEEN USED FOR A WORK ORDER TO ESTABLISH THE TOTAL COST TO BE USED IN DETERMINING THE LOWEST BIDDER.
2. ALL BID PRICES SHALL BE INCLUSIVE OF ALL LABOR, EQUIPMENT, MATERIAL, MACHINERY, TOOLS, MEANS OF TRANSPORTATION, MAINTENANCE OF TRAFFIC, SUPPLIES, EQUIPMENT, APPLICABLE PERMITTING COORDINATION AND SERVICES, TESTING COSTS, SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.
3. IT IS THE INTENTION OF THE TOWN TO AWARD A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE TOTAL AMOUNT OF THE BID.
4. CONTRACTOR WILL BE PAID BASED ON ACTUAL WORK PERFORMED.
5. QUANTITIES IN BID FROM ARE BASED ON ESTIMATES ONLY AND ARE NOT INTENDED TO REFLECT THE ACTUAL QUANTITIES REQUIRED. AS SUCH, THE TOWN RESERVES THE RIGHT TO REDUCE QUANTITIES OR SIZES AS NEEDED.
6. MOBILIZATION TO BE PAID ONCE PER WORK ORDER AT 10% OF WORK ORDER SUBTOTAL.
7. ITEMS T001 AND T002 TO INCLUDE MATERIAL, INSTALLATION, AND MAINTENANCE.
8. ITEMS T003 AND T003 TO INCLUDE REMOVAL OF EXISTING, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, BASE MATERIAL, PREPARATION AND RESTORATION
9. ITEM T005 TO INCLUDE OFFSITE DISPOSAL OF EXCAVATED MATERIAL, OR TRANPORT TO LOCATION SPECIFIED BY TOWN.
10. ITEMS T005 AND T006 TO MEET FDOT STANDARD SPECIFICATIONS SECTION 120.

11. ITEMS T008, T009, T010, T011 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
12. ITEMS T012, T013, T014, T015, T016, T017 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
13. ITEMS T023 TO T040 TO INCLUDE MATERIAL, INSTALLATION, TESTING, RESTORATION TO TOP OF SUBGRADE, AND REMOVAL/DISPOSAL OF EXISTING STRUCTURE IF APPLICABLE.
14. ITEMS T041 TO T046 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPLETE RESTORATION AS NEEDED, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
15. ITEM T049, SEE BOLLARD DETAIL.
16. ITEMS T050 TO 61 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPACTION OF SUBGRADE, RESTORATION, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
17. ITEM T062 SEE ROOT BARRIER DETAIL.
18. ITEMS T063 AND T064, PER FDOT STANDARD SPECIFICATION SECTION 526.
19. ITEM T096, INCLUDE EXCAVATION, BACKFILL, COMPACTION, SUBRAGE AND BASE RESTORATION, AND ASPHALT RESTORATION.
20. ITEMS T097 TO T100 INCLUDES MATERIAL AND DELIVERY TO SITE.

Certification – Trench Safety Act

The Bidder, by virtue of signing the Bid Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Bidder and Subcontractors.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.

Bidder acknowledges that included in the various items of the proposal and in the total Bid price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective items involving trenching and will not be paid separately. They are not to be confused with bid items in the schedule of prices, nor be considered additional Work.

The Bidder further identifies the costs and methods summarized below:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Sloping	LF	300	10	3,000.00	Sloping

Total $ 3,000.00

The Bidder/Proposer shall acknowledge this Bid and certifies to the above stated IV by signing and completing the spaces provided below.

Firm's Name: Metro Express, Inc.

Signature: [signature]

Printed Name/Title: Delio A. Trasobares / President

City/State/Zip: Hedley, FL 33178

Telephone No.: 305-885-1330

EMail Address: info@metroexpressarp.com

Form TCA 6115

MIAMI LAKES
Growing Beautifully

Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

   28 years

   a. Professional Licenses/Certifications (include name and license #)* — Issuance Date

   General Contractor CGC050965 — 08/31/26

   General Engineering E-201301 — 09/30/25

   (*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☑ Corporation ☐ LLC ☐ Other

   If other, please describe the type of company: _____

   a. FEIN/EIN Number: 65-0711071

   b. Dept. of Business Professional Regulation Category (DBPR): CGC050965

      i. Date Licensed by DBPR: 08/31/24

      ii. License Number: CGC050965

   c. Date registered to conduct business in the State of Florida: 11/26/1996

      i. Date filed: 11/26/1996

      ii. Document Number: P96000096781

   d. Primary Office Location: 9390 NW 109th Medley, FL 33178

   e. What is your primary business? Contractor
      (This answer should be specific)

MIAMI LAKES
Growing Beautifully

f. Name of Qualifier, license number, and relationship to company:

Delio A. Trasobares, President, CGC050965

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Delio A. Trasobares	President	100 %

b. Is any owner identified above an owner in another company? ☐ Yes ☑ No

If yes, identify the name of the owner, other company names, and % ownership

MIAMI LAKES
Growing Beautifully

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority All	Cost	No-Cost	Other
		☐	☐	☐	☐
		☐	☐	☐	☐
N/A		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 63

b. Total No. of Managerial/Admin. Employees: 12

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

Pipe Layer - 16, Asphalt Crew - 12
Truck Drivers - 18, Drainage - 12
Labor 5

5. Employer Modification Rating: 1.0

6. Insurance & Bond Information:

a. Insurance Carrier name & address:

Risk Strategies Company / 9350 Dixie Highway Suite 1400, Miami, FL 33156

MIAMI LAKES
Growing Beautifully

b. Insurance Contact Name, telephone, & e-mail:

Michael Bond/305-961-8217/mbond@riskstrategies.com

c. Insurance Experience Modification Rating (EMR): 1.0
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

7. Have any lawsuits been file against your company in the past 5 years? ☐ Yes ☑ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☑ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☑ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☑ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☑ No

MIAMI LAKES
Growing Beautifully

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.

14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: _____ 5/28/25

Signature of Authorized Officer — Date

Delio A. Trasobares

Printed Name

State of Florida
Department of State

I certify from the records of this office that METRO EXPRESS, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 1996.

The document number of this corporation is P96000096781.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 2, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of January, 2025



Secretary of State

Tracking Number: 0626354594CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

TRASOBARES, DELIO ALBERT

METRO EXPRESS INC
9390 N.W 109 ST
MEDLEY FL 33178

LICENSE NUMBER: CGC050965

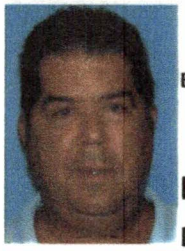
EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

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



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E201301

METRO EXPRESS INC

D.B.A.:

TRASOBARES DELIO A

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2025

QUALIFYING TRADE(S)

0001 GENERAL ENGINEERING

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

[redacted]

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

4092169

RECEIPT NO.
RENEWAL
4272571

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY, FL 33178-1225

OWNER
METRO EXPRESS INC

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/15/2024
CHECK21-24-026004

Worker(s) 10 CGC050965

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

4486379

RECEIPT NO.
RENEWAL
4683810

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
METRO EXPRESS INC
9390 NW 109TH ST
MEDLEY, FL 33178-1225

OWNER
METRO EXPRESS INC

Worker(s) 10

SEC. TYPE OF BUSINESS

196	GENERAL ENGINEERING CONTRACTOR
E201301	

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/15/2024
CHECK21-24-026000

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

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For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Page.-1 Completed Contracts

DOLLAR AMOUNT OF WORK	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 68,674.40	Sidewalks	Mar-2006	City of Pembroke Pines	Ricardo Roses / Pembroke Pines, FL / 954-261-4534
$ 639,150.00	Drainage	Jul-2006	Village of Palmetto Bay	Patterso / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
$ 200,000.00	Sidewalks	Jul-2006	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
$ 280,770.65	Sidewalks	Aug-2006	City of Margate	5790 Margate Blvd. Margate, FL / 954-565-9998
$ 85,927.71	Sidewalks	Aug-2006	Village of Palmetto Bay	Patterson /8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
$ 2,167,070.00	Drainage	Oct-2006	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
$ 730,040.40	School JJJ	Nov-2006	James Cumings, Inc.	James Cummings, FAX: 305-556-9414
$ 424,000.00	Sidewalks	Dec-2006	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 1,795,252.25	Drainage	Dec-2006	Miami Dade County D.E.R.M.	Leo Salgueiro / 33 SW 2nd Ave. /305-375-2651
$ 1,585,707.73	Drainage	Dec-2006	Miami Dade County PWD	Luis Franqui / 111 NW 1st St. Miami, FL P#305-375-4982
$ 650,660.46	Sidewalks	Jan-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 950,000.00	Sidewalks	Jan-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 1,181,320.89	Drainage	Jan-2007	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
$ 562,500.00	Sidewalks	Feb-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 765,274.09	Doral Park	Feb-2007	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
$ 735,000.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 762,750.00	Sidewalks	Mar-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 778,500.00	Sidewalks	Mar-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 179,500.00	Sidewalks	Apr-2007	City of Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 271,004.34	Sidewalks	Apr-2007	Village of Palmetto Bay	Patterso / 8950 sw 152 St. Palmetto Bay, FL / 305-259-1234
$ 179,500.00	Sidewalks	Apr-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 93,081.15	Citywide Sidewalks	May-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 1,000,000.00	P.T.P.	May-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 1,890,688.04	downtown P-II	Jun-2007	City of Miami	Leonel Zapata / 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 79,835.07	Speed Hump	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 207,828.47	Sidewalks	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 39,516.46	Improvement	Jun-2007	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 200,000.00	Sidewalks	Jul-2007	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 950,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 848,000.00	Sidewalks	Aug-2007	Miami Dade County PWD	Rodolfo Ibarra / 16215 SW 117 Av. Unit. #3
$ 179,500.00	Sidewalks	Aug-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 336,589.00	Drainage	Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
$ 197,880.00	Drainage	Aug-2007	City of Pompano Beach	Donald Jenssen/ 1201 NW 5 Ave. Pompano / 954-786-4061
$ 2,179,318.00	Intersections	Oct-2007	Miami Dade County PWD	Jesus Gonzalez / 111 NW 1st St. Miami, FL / 305-375-2172
$ 950,000.00	Sidewalks	Oct-2007	Miami Dade County PWD	Gary Semonson / 111 NW 1st St. Miami, FL / 305-375-2651
$ 3,376,153.90	Drainage	Oct-2007	Miami Dade County D.E.R.M.	Alberto Estevez / 33 SW 2nd Ave. / P# 305-372-6547
$ 950,000.00	Sidewalks	Nov-2007	Miami Dade County PWD	G. Coopallechia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 696,800.00	Drainage	Dec-2007	City of Miami	Francis Mitchelt/444 SW 2nd Ave. Miami, FL / 305-416-1097
$ 349,149.17	Sewer Rehabilitation	Feb-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 12,815.86	Sidewalks	Mar-2008	City of Miami Beach	A. Carmenate/1700 Convention Center Dr. / 305-673-7071
$ 1,314,918.84	Sidewalks Dist. 3 & 4	Apr-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 200,000.00	Sidewalks	Jul-2008	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
$ 577,982.81	Drainage	Sep-2008	City of Doral	Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
$ 42,600.00	Temp. Parking Lots	Oct-2008	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
$ 571,595.75	Sidewalks	Nov-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
$ 112,063.70	Sidewalks	Nov-2008	City of Miami	Ola Aluko 444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 2,000,000.00	Drainage	Nov-2008	City of Coral Gables	Ludwid Janiga 2800 SW 72 Ave. Miami, FL /305-460-5056
$ 12,515.62	Sidewalks	Dec-2008	City of Miami	Luis Rodriguez 444 SW 2nd Ave. Miami, FL / 305-516-2153
$ 137,520.00	Sidewalks	Dec-2008	City of Coral Gables	Grettel Duran / 2800 SW 72 Ave. Miami, FL / 305-460-5018
$ 696,800.00	Citewide Storm Sewer	Dec-2008	City of Miami	Francis Mitchelt/444 SW 2nd Ave. Miami, FL / 305-216-2056
$ 1,930,211.02	Drainage	Jul-2009	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 137,520.00	Sidewalks & Paving	Sep-2009	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 1,715,092.00	Drainage	Sep-2009	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
$ 149,500.00	Striping and Signage	Dec-2009	FDOT	Taylor / 1000 NW 111 Ave Miami, FL / 305-470-5404

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 849,985.00	Drainage & Sidewalk	Feb-2010	City of Doral	Erick Carrillo / 8300 NW 53 St. Doral, FL / 305-593-6725
$ 1,435,210.00	JOC	Feb-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 303,692.00	JOC	Mar-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 554,500.00	Drainage & Sidewalk	Mar-2010	City of Coconut Creek	Carlo Nuesa 4800 W Copans , Coconut Creek / 954-973-6786
$ 1,346,002.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 791,931.00	JOC	Apr-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 1,068,641.00	JOC	Jun-2010	City of Miami	Joe Gaudie /444 SW 2nd Ave., Miami, FL / 305-416-1213
$ 4,200,000.00	JOC	Jul-2010	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 6,592,000.00	Curb & Sidewalk	Jul-2010	City of Margate	Sam May / 102 Rock Isand, Margate, FL / 954-972-8126
$ 6,300,000.00	JOC	Jul-2010	City of Miami Beach	Keith Mizell / 1700 Convention Center Dr. / 305-673-7071
$ 193,890.00	Sidewalk	May-2011	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
$ 184,139.00	Drainage	May-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 133,505.00	Sidewalk	Jul-2011	City of Parkland	Azita Behmardi / 6500 Parkside DR, Parkland / 954-757-4144
$ 329,025.00	Sidewalk	Aug-2011	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254
$ 155,362.00	Water Main	Sep-2011	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
$ 358,684.00	Lighting	Nov-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 1,471,341.00	Precast Wall	Dec-2011	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 145,943.00	Sidewalk	Dec-2011	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
$ 99,967.00	Sidewalk	Dec-2011	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
$ 248,064.00	Drainage & Sidewalk	Jun-2012	City of Miami Dade County PWD	Luis Baldo / 111 NW 1st St. Miami, FL / 305-282-0281
$ 127,826.00	Sidewalk	Jun-2012	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 123,466.00	Paving	Aug-2012	Village of Miami Shores	PWD / 10050 NE 2nd Ave, Miami Shores, FL / 305-795-2210
$ 2,022,000.00	Drainage	Sep-2012	City of Miami	Genady Beylin / 444 SW 2nd Ave., Miami, FL / 305-416-1233
$ 171,781.00	Paving	Sep-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 1,781,596.00	Drainage	Oct-2012	City of Miami	Valentine Onuigbo / 444 SW 2nd Ave., Miami, FL / 305-416-2588
$ 155,115.00	Paving	Nov-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 112,714.00	Fire Hydrants	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071
$ 199,198.00	Electrical	Nov-2012	City of Miami Beach	Maria Hernandez / 1700 Convention Center Dr. / 305-673-7071

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 144,457.00	Sidewalk	Nov-2012	City of Hollywood	Laura Borgesi / 2600 Hollywood Blvd, Hollywood / 954-921-3254
$ 648,000.00	Drainage & Sidewalk	Dec-2012	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 134,373.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
$ 159,500.00	Sidewalk	Dec-2012	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
$ 55,956.00	Sidewalk	Feb-2013	Village of Pinecrest	Daniel Moretti / 10800 Red Rd, Pinecrest / 305-669-6916
$ 152,344.00	Paving	Apr-2013	City of Miami	Robert Fenton / 444 SW 2nd Ave., Miami, FL / 305-416-1922
$ 292,696.00	Drainage & Paving	Apr-2013	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
$ 461,595.00	Sidewalk & Paving	Apr-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 306,202.00	Sidewalk & Paving	May-2013	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
$ 90,545.00	Sidewalk	May-2013	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 100,869.00	Traffic Circle	Jun-2013	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 129,734.00	Sidewalk	Jun-2013	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 317,404.00	Sidewalk	Jun-2013	City of Miami Gardens	Mariana Pitiriciu / 1050 NW 163 DR, M.Gardens / 305-622-8000
$ 196,693.00	Drainage & Paving	Aug-2013	City of Doral	Carlos Arroyo / 8300 NW 53 St. Doral, FL / 305-593-6725
$ 99,980.00	Sidewalk	Aug-2013	City of North Miami	Gerardo Hernandez / 776 NE 125 ST, N.Miami / 305-895-9877
$ 120,899.00	Sidewalk	Sep-2013	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
$ 1,296,999.00	Drainage & Paving	Oct-2013	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 59,417.00	Sidewalk	Oct-2013	City of Margate	Sam May / 102 Rock Isand, Margate, FL / 954-972-8126
$ 1,009,538.00	Drainage & Paving	Nov-2013	City of Miami	Eric Rush / 444 SW 2nd Ave., Miami, FL / 305-416-1298
$ 2,189,064.00	Drainage & Paving	Nov-2013	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 407,581.00	Sidewalk	Nov-2013	Town of Miami Lakes	Ernesto Perez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 236,440.00	Curb, Landscape	Nov-2013	City of Coral Gables	Julia Abraham / 2800 SW 72 Ave. Miami, FL / 305-460-5059
$ 422,805.00	Pavers	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786
$ 436,282.00	Drainage & Paving	Dec-2013	City of Miami	Maurice Hardie / 444 SW 2nd Ave., Miami, FL / 305-416-1786

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 642,334.00	TurfBlock & Paving	Dec-2013	City of Miami	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
$ 1,165,502.00	Bridge & Paving	Dec-2013	Miami Dade County PWD	Nestor Melean 111 NW 1st St., Miami, FL / 305-375-2648
$ 240,470.00	Paving	Dec-2013	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 24,096.00	Sidewalks	Aug-2014	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 142,461.00	Paving	Oct-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 417,060.00	Drainage & Paving	Nov-2014	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
$ 136,887.70	Drainage & Paving	Nov-2014	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 168,650.00	Drainage & Paving	Dec-2014	City of Miami Springs	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 567,103.26	Concrete & Paving	Dec-2014	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 1,938,890.00	Sidewalk & Paving	Dec-2014	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 1,487,500.00	Sidewalk	Dec-2014	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
$ 714,866.25	Drainage & Paving	Dec-2014	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 198,575.00	Sidewalk	Dec-2014	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
$ 47,211.50	Sidewalk	Dec-2014	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 33,861.25	Sidewalk	Dec-2014	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 1,000,000.00	Paving	Dec-2014	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 1,685,638.44	Paving	Mar-2015	Miami Dade County PWD	Carlos Palma NW 1st St., Miami, FL / 305-375-5214
$ 676,300.21	Paving	Jun-2015	Miami Dade County PWD	Joaquin Montesino 111 NW 1st St., Miami, FL / 305-375-4317
$ 708,018.32	Paving	Jun-2015	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 89,014.50	Sidewalk, Curbs	Jun-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 209,201.35	Drainage & Paving	Jun-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 118,597.68	Sidewalks	Jul-2015	City of North Miami Beach	Jose Casio / 17050 NE 19th AVE, NMB, FL / 305-948-2980
$ 72,477.22	Sidewalks	Sep-2015	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 393,716.44	Concrete, Pavers	Oct-2015	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 251,000.00	Sidewalks	Oct-2015	City of Deerfield Beach	Bernard Buxton-Tetteh / 200 Goollsby Blvd / 954-480-4432
$ 847,451.30	Sidewalk	Nov-2015	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 1,347,862.47	Sidewalk	Dec-2015	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
$ 448,627.00	Drainage & Paving	Dec-2015	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 180,922.00	Sidewalks	Dec-2015	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 447,700.00	Sidewalks	Dec-2015	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 459,095.07	Sidewalks	Dec-2015	City of Hialeah	Efrain Hill / 501 Palm Ave, Hialeah, FL / 305-687-2698
$ 38,350.00	Sidewalks	Dec-2015	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
$ 555,257.00	Concrete & Paving	Dec-2015	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 3,126,563.00	Drainage & Paving	Dec-2015	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 8,420.00	Sidewalk	Apr-2016	City of Weston	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 13,998.40	Sidewalk	Apr-2016	City of Tamarac	Bill Lewis / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 1,956,893.98	Concrete & Paving	May-2016	Miami Dade County PWD	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 100,282.15	Sidewalk	Jul-2016	City of Deerfield Beach	Kathi Edwards / 200 Goollsby Blvd / 954-480-4432
$ 822,422.09	Paving	Jul-2016	MDC-Port of Miami	Juan Bergouignan/1001 N.America Way,Miami, FL/305-905-3925
$ 308,169.65	Drainage & Paving	Aug-2016	Miami Dade County PWD	Frank Mendoza / NW 1st St., Miami, FL / 305-375-4982
$ 52,971.20	Sidewalk	Sep-2016	City of Hallandale Beach	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 56,626.52	Sidewalk	Oct-2016	City of Miramar	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
$ 25,453.22	Sidewalk	Oct-2016	City of Margate	Nick Cucunato / 102 Rock Isand, Margate, FL / 954-972-8126
$ 414,025.39	Drainage & Paving	Oct-2016	City of Doral	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 97,819.40	Sidewalk	Nov-2016	City of Homestead	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 327,645.12	Sidewalk	Nov-2016	City of North Miami Beach	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 109,233.68	Sidewalk	Nov-2016	Village of Palmetto Bay	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 88,047.06	Sidewalk	Nov-2016	Town of Davie	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 389,176.00	Paving	Dec-2016	City of North Miami	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 843,008.40	Concrete, Pavers, Paving	Dec-2016	City of Miami	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 545,382.40	Sidewalk	Dec-2016	City of Miami Gardens	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 147,091.00	Sidewalk	Dec-2016	Town of Miami Lakes	Elia Nuñez / 6601 Main ST, Miami Lakes, FL / 305-364-6100

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 2,220,090.46	Drainage & Paving	Dec-2016	City of Coral Gables	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 448,409.05	Concrete & Paving	Dec-2016	Mastec N.A.	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 1,298,967.29	Sidewalk	Dec-2016	City of Miami	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
$ 1,430,637.29	Drainage & Paving	Dec-2016	City of Miami Beach	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 71,383.48	Sidewalks	Dec-2016	City of Wilton Manors	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
$ 157,163.25	Sidewalk	Dec-2016	Village of Pinecrest	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
$ 102,580.00	Drainage & Paving	Dec-2016	City of South Miami	Grizel Martinez / 4795 SW 75th AVE / 305-403-2063
$ 48,303.00	Sidewalk	Dec-2016	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 713,620.26	Drainage & Paving	Dec-2016	Miami Dade County 20140206	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 391,377.92	Sidewalk	Feb-2017	Miami Dade County 20140154	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 163,838.57	Sidewalk	Feb-2017	Miami Dade County 20140156	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 78,153.00	Sidewalk	Feb-2017	City of Parkland FY2017	Gary Sessa / 6500 Parkside DR / 954-757-4108
$ 496,722.13	Sidewalk	Apr-2017	Miami Dade County 20150046	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 670,310.89	Drainage & Paving	Apr-2017	City of Aventura NE 29 PL Drainage	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 620,197.80	Drainage & Paving	May-2017	Miami Dade County 20140207	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 97,031.68	Sidewalk	May-2017	City of Hallandale Beach FY2017	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 441,981.59	Paving	Jun-2017	City of North Miami Asphalt FY2017	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 108,031.00	Sidewalk	Aug-2017	Village of Key Biscayne	Tony Brown / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 96,474.00	Sidewalk	Aug-2017	Village of Pinecrest FY2017	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
$ 33,988.45	Sidewalk	Aug-2017	City of Tamarac FY2017	Tom Vreeland / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 1,474,727.08	Drainage, Paving & Sidewalk	Oct-2017	City of Coral Gables 2013.07.10	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 96,032.50	Sidewalk	Oct-2017	Village of Palmetto Bay FY2017	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 74,115.95	Sidewalk	Oct-2017	City of Cooper City FY2017	Richard Freeman / 9070 SW 51st Street / 954-434-2300
$ 41,197.75	Sidewalk	Nov-2017	Town of Davie FY2017	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 1,137,530.76	Sidewalk	Dec-2017	City of Miami M-0096 Y4	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 37,725.25	Sidewalk & Paving	Dec-2017	City of Miami Springs FY2017	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 207,645.65	Sidewalk	Dec-2017	City of Miramar FY2017	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
$ 341,597.62	Drainage & Paving	Dec-2017	City of Miami B-40339	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
$ 335,060.67	Drainage & Paving	Dec-2017	City of Miami B-40340	
$ 158,261.92	Drainage & Paving	Dec-2017	City of Miami B-40342	David Adato / 444 SW 2nd Ave., Miami, FL / 305-416-1899
$ 2,342,332.79	Drainage, Paving, Sidewalk & Landscaping	Dec-2017	City of Miami Beach, JOC-2017	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 2,299,276.36	Concrete, Pavers, Paving	Dec-2017	City of Miami JOC FY2017	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 230,681.61	Sidewalk & Paving	Dec-2017	Town of Miami Lakes FY2017	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 218,489.32	Sidewalk	Dec-2017	City of Homestead FY2017	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 517,566.45	Sidewalk	Dec-2017	City of Miami Gardens 15-16-039A	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 49,950.70	Sidewalk	Dec-2017	City of Dania Beach FY2017	Ronnie Navarro / 100 W. Dania Beach Blvd / 954-924-3615
$ 357,805.18	Concrete & Paving	Dec-2017	Mastec N.A. FY-2017	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 582,099.85	Paving	Apr-2018	Miami-Dade County. 20150201-R	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 1,599,491.62	Sidewalk & Paving	May-2018	City of Coral Springs, NW 110 AVE	Paul Carpenter // 9500 W Sample RD, // 954-344-1159
$ 3,378,155.25	Drainage, Paving & Sidewalk	May-2018	Town of Medley, RPQ#2015-005	Jorge Corzo / 7777 NW 72 AVE, Medley FL / 305-887-9541
$ 69,980.00	Sidewalk & Paving	May-2018	Miami Lakes NW 82 Ave & Oak LN	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 22,956.79	Sidewalk	May-2018	City of Tamarac FY2018	Tom Vreeland / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 31,982.85	Sidewalk	Jun-2018	Village of Key Biscayne FY 2018	Natan Diaz / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 193,014.00	Drainage, Paving & Sidewalk	Jun-2018	Hallandale Beach, FY-16/17/00901	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 43,903.50	Sidewalk	Jul-2018	Deerfield Beach, CDGB Sidewalk18	Will Lackwood / 200 Goolsby Boulevard / 954-480-4432

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 5,942,574.55	Drainage, Paving, Sidewalk & Water,Sewer	Jul-2018	City of Miami- B-40668. Flex Park	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 1,123,506.34	Drainage, Paving & Sidewalk	Jul-2018	City of Miami, B-40347 .Grove Park	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 604,400.81	Sidewalk	Aug-2018	Miami Gardens 15-16-039A FY18	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 828,442.50	Paving	Aug-2018	City of North Miami Asphalt FY2018	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 21,577.55	Sidewalk	Aug-2018	City of South Miami, Sidewalk 2018	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
$ 26,645.44	Sidewalk	Sep-2018	City of Homestead FY2018	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 100,235.62	Sidewalk	Sep-2018	City of Sweet Water: Sidewalk 2018	David Hay / 500 SW 109 AVE, Sweetwater FL / 305-485-4566
$ 89,791.60	Sidewalk	Sep-2018	City of Hallandale Beach FY2018	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 54,503.00	Sidewalk & Paving	Sep-2018	City of Miami Springs FY2018	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 44,136.25	Sidewalk	Sep-2018	Wilton Manors, Sidewalk 2018	David Archacki / 2020 Wilton DR, Wilton Manors, 954-390-2190
$ 58,125.00	Water & Sewer	Sep-2018	ACCON: Graham Well Improvement	Joan Dorrian // 800 S. Douglas RD // 305-704-6446
$ 322,316.80	Drainage, Paving, Sidewalk & Landscaping	Sep-2018	Town of Cutler Bay: Manta DR	Alfredo Quintero / 10720 Caribbean Blvd / 305-234-4262
$ 382,597.78	Sidewalk	Oct-2018	Miami-Dade County,20170304	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 165,425.61	Sidewalk	Oct-2018	Miami-Dade County, 20170305	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 347,815.26	Drainage, Paving, Sidewalk & Landscaping	Oct-2018	Palmetto Bay, Draing. 1617-11-009	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 249,526.10	Concrete & Paving	Nov-2018	Mastec N.A. FY-2018	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 403,957.10	Sidewalk	Nov-2018	North Miami Beach, Sidewalk 2018	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 421,250.00	Sidewalk	Nov-2018	Fort Lauderdale, Sidewalk 2018	Chris Palumbo / 949 NW 38 ST, FT. Lauderdale / 954-828-7843
$ 476,476.51	Drainage, Paving & Sidewalk	Dec-2018	Town of Cutler Bay: Saga Bay 1.2	Alfredo Quintero / 10720 Caribbean Blvd / 305-234-4262
$ 225,777.24	Paving, Curb & Signalization	Dec-2018	Miami Lakes Windmill Gate Road	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 280,074.40	Sidewalk	Dec-2018	City of Cooper City FY2018	Richard Freeman / 9070 SW 51st Street / 954-434-2300
$ 143,610.15	Sidewalk	Dec-2018	City of Dania Beach FY2018	Ronnie Navarro / 100 W. Dania Beach Blvd / 954-924-3615

Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 203,218.93	Sidewalk & Paving	Dec-2018	Town of Miami Lakes FY2018	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 134,772.76	Sidewalk	Dec-2018	City of Weston, Sidewalk FY2018	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 88,050.00	Water & Sewer	Dec-2018	Weston, Water & Sewer Repairs	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 59,001.85	Sidewalk	Dec-2018	City of Margate, Sidewalk 2018	Nick Cucunato / 102 Rock Isand, Margate, FL / 954-972-8126
$ 184,990.00	Sidewalk	Dec-2018	Village of Pinecrest FY2018	Mark Spanioli / 10800 Red Rd, Pinecrest / 305-669-6916
$ 218,172.97	Sidewalk	Dec-2018	Town of Davie FY2018	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 1,830,675.95	Drainage, Paving & Sidewalk	Dec-2018	Coral Gables 201716LS (FY18)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 1,586,921.40	Sidewalk	Dec-2018	City of Miami M-0096 Y5	Fabiola Dubuisson / 444 SW 2nd Ave., Miami, FL / 305-416-1755
$ 275,000.00	Sidewalk	Dec-2018	City of Miramar FY2018	Bernard Buxton-Tetteh / 2300 Civic Center PL, / 954-883-5005
$ 974,779.58	Drainage, Paving, Sidewalk & Landscaping	Dec-2018	City of Miami Beach, JOC-2018	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 2,038,376.70	Concrete, Pavers, Paving	Dec-2018	City of Miami JOC FY2018	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 167,671.00	Paving, Pavers	Mar-2019	North Miami Traffic Circle 26-17-18	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 35,940.76	Sidewalk	Apr-2019	City of Weston, Sidewalk FY2019	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 139,955.44	Paving	Apr-2019	City of North Miami Asphalt FY2018	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 64,840.00	Concrete Curbs	Apr-2019	Bay Harbor Valley Gutters Zone 3	Randy Daniel / 9665 Bay Harbor TER BHI, FL 305-455-7248
$ 7,000.00	Sidewalk	May-2019	City of Hallandale Beach FY2019	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 828,490.80	Drainage, Paving & Sidewalk	May-2019	North Miami Tressler ST Improv.	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 104,205.00	Drainage & Paving	Jun-2019	Alley Improvement 249 Poinciana	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 20,660.56	Sidewalk	Jun-2019	City of Tamarac FY2019	Michael Morrison / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 158,604.50	Sidewalk	Aug-2019	City of Miami Springs FY2019	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 27,387.20	Sidewalk	Aug-2019	City of South Miami, Sidewalk 2019	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
$ 204,939.00	Sidewalk	Sep-2019	City of Miramar FY2019	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
$ 42,105.00	Sidewalk	Sep-2019	Fort Lauderdale, Sidewalk 2019	Chris Palumbo / 949 NW 38 ST, FT. Lauderdale / 954-828-7843
$ 126,004.69	Drainage, Paving & Sidewalk	Oct-2019	Hallandale Beach, FY-18/19/006	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 185,335.35	Sidewalk	Oct-2019	City of Homestead FY2019	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 497,460.18	Sidewalk	Oct-2019	Miami-Dade County, 20170179	G. Coppolecchia / 111 NW 1st. St. Miami, FL / 305-375-2392
$ 29,528.10	Sidewalk	Oct-2019	Palmetto Bay, Sidewalk-FY19	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 274,624.12	Sidewalk	Nov-2019	Town of Davie FY2019	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 220,165.31	Sidewalk	Nov-2019	City of North Miami Beach FY19	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 217,429.75	Concrete Curbs	Nov-2019	Aventura WCCD Curb Improv.	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 1,095,567.40	Concrete, Pavers, Paving	Dec-2019	City of Miami JOC FY2019	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 2,071,469.20	Water Service	Dec-2019	North Bay Village Water Meter2017	Timothy Smith / 1666 Kennedy Causeway, NNV FL 33141
$ 53,065.47	Sidewalk	Dec-2019	City of Margate, Sidewalk 2019	Nick Cucunato / 102 Rock Isand, Margate, FL / 954-972-8126
$ 217,260.75	Sidewalk	Dec-2019	Village of Pinecrest FY2019	Gary Krackemberger / 10800 Red Rd, Pinecrest / 305-669-6916
$ 147,916.00	Sidewalk	Dec-2019	City of Cooper City FY2019	Richard Freeman / 9070 SW 51st Street / 954-434-2300
$ 361,982.13	Concrete & Paving	Dec-2019	Mastec N.A. FY-2019	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 379,009.05	Sidewalk & Paving	Dec-2019	City of Dania Beach FY2019	Richard Rodriguez / 100 W. Dania Beach Blvd / 954-924-3615
$ 983,381.25	Sidewalk	Dec-2019	Miami Gardens 15-16-039A FY19	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 3,012,297.94	Drainage, Paving, Sidewalk & Landscaping	Dec-2019	City of Miami Beach, JOC-2019	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 1,033,738.06	Drainage, Paving & Sidewalk	Dec-2019	Coral Gables 201706LS (FY19)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 339,792.94	Sidewalk & Paving	Dec-2019	Town of Miami Lakes FY2019	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 31,927.00	Sidewalk	May-2020	City of Miami Springs FY2020	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 30,886.09	Sidewalk	Jun-2020	City of Weston, Sidewalk FY2020	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 75,047.35	Concrete & Paving	Jun-2020	Mastec N.A. FY-2020	Manuel Arismendy /2801 SW 46th AVE, Davie FL /305-232-3484
$ 20,999.52	Sidewalk	Jul-2020	City of South Miami, Sidewalk 2020	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
$ 28,534.08	Sidewalk	Aug-2020	City of Margate, Sidewalk 2020	Mark Collins / 102 Rock Isand, Margate, FL / 954-972-8126
$ 300,420.64	Sewer, Paving	Sep-2020	Coral Gables 2018-002 (FY20)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 49,724.10	Sidewalk	Sep-2020	City of Hallandale Beach FY2020	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 354,434.59	Sidewalk	Sep-2020	City of Hialeah: 2018-19-3210-014	Yamil Alquizar / 900 E 56th ST Hialeah, FL / 305-687-2615
$ 334,486.99	Paving	Sep-2020	Miami-Dade County. 20170231	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 219,747.25	Paving	Sep-2020	City of North Miami Asphalt FY20	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 399,984.25	Sidewalk	Sep-2020	City of North Miami Sidewalk FY20	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 149,984.85	Sidewalk	Oct-2020	City of Cooper City FY2020	Tim Flemming / 9070 SW 51st Street / 954-434-2300
$ 1,094,209.09	Sidewalk & Paving	Oct-2020	City of Doral: ITB#2019-15	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 109,829.90	Sidewalk	Oct-2020	City of Miramar FY2020	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
$ 42,105.00	Sidewalk	Oct-2020	Palmetto Bay, Sidewalk-FY20	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 73,928.20	Sidewalk	Nov-2020	City of Tamarac FY2020	Michael Morrison / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 640,966.01	Sidewalk	Dec-2020	Town of Davie FY2020	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 448,688.50	Concrete Curbs	Dec-2020	Aventura WCCD Curb Improv.FY20	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 194,786.88	Sidewalk	Dec-2020	Village of Pinecrest FY2020	Charles R. Carr / 10800 Red Rd, Pinecrest / 305-669-6916
$ 60,862.03	Sidewalk & Paving	Dec-2020	Town of Miami Lakes FY2020	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 155,205.30	Sidewalk	Dec-2020	City of Homestead FY2020	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 851,772.91	Sidewalk	Dec-2020	Miami Gardens 15-16-039A FY20	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 349,052.79	Sidewalk	Dec-2020	City of North Miami Beach FY20	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 195,451.80	Sidewalk & Paving	Dec-2020	City of Dania Beach FY2020	Richard Rodriguez / 100 W. Dania Beach Blvd / 954-924-3615
$ 3,483,978.58	Drainage, Paving, Sidewalk & Landscaping	Dec-2020	City of Miami Beach, JOC-2020	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 1,862,216.84	Drainage, Paving & Sidewalk	Dec-2020	Coral Gables 201706LS (FY20)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 53,790.00	Sidewalk	Dec-2020	City of Parkland FY2020	Anthony Scerbo / 6500 Parkside DR / 954-757-4108
$ 17,373.00	Sidewalk	May-2021	City of Miami Springs FY2021	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 35,660.00	Sidewalk	Jun-2021	City of Weston, Sidewalk FY2021	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 29,995.00	Sidewalk	Jul-2021	City of South Miami, Sidewalk 2021	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
$ 185,631.00	Paving	Sep-2021	City of North Miami Asphalt FY21	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 109,991.00	Sidewalk	Sep-2021	City of North Miami Sidewalk FY21	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 332,307.00	Sewer, Paving	Sep-2021	Coral Gables 2018-002 (FY20)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 49,850.00	Sidewalk	Sep-2021	City of Hallandale Beach FY2021	Manga Ebbe / 630 NW 2nd ST, Hallandale Beach /954-457-3043
$ 970,664.00	Sidewalk	Sep-2021	City of Hialeah: 2018-19-3210-014	Yamil Alquizar / 900 E 56th ST Hialeah, FL / 305-687-2615
$ 124,987.00	Sidewalk	Oct-2021	City of Cooper City FY2021	Tim Flemming / 9070 SW 51st Street / 954-434-2300
$ 4,350.00	Sidewalk & Paving	Oct-2021	City of Doral: FY Repairs 2021	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 24,318.00	Sidewalk	Oct-2021	City of Miramar FY2021	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
$ 159,960.00	Sidewalk	Oct-2021	Palmetto Bay, Sidewalk-FY21	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 47,467.00	Sidewalk	Nov-2021	City of Tamarac FY2021	Michael Morrison / 6011 Nob Hill Rd, Tamarac / 954-597-3723
$ 376,528.00	Concrete, Drainage, Pavers, Paving	Dec-2021	City of Miami JOC FY2021	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 2,991,540.00	Drainage, Paving, Sidewalk & Landscaping	Dec-2021	City of Miami Beach, JOC-2021	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 135,032.00	Sidewalk	Dec-2021	City of Homestead FY2021	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 22,859.00	Sidewalk	Dec-2021	City of Margate, Sidewalk 2021	Mark Collins / 102 Rock Isand, Margate, FL / 954-972-8126
$ 922,441.00	Paving, Sidewalk	Dec-2021	City of North Miami NE 125th ST	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 246,419.00	Sidewalk	Dec-2021	City of North Miami Beach FY21	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 57,137.00	Sidewalk	Dec-2021	City of Parkland FY2021	Anthony Scerbo / 6500 Parkside DR / 954-757-4108
$ 462,016.00	Concrete Curbs	Dec-2021	Aventura WCCD Curb Improv.FY21	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 1,961,375.00	Drainage, Paving & Sidewalk	Dec-2021	Coral Gables 201706LS (FY21)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 373,038.00	Sidewalk & Paving	Dec-2021	City of Dania Beach FY2021	Cory Taylor / 100 W. Dania Beach Blvd / 954-924-6808
$ 1,541,128.00	Paving	Dec-2021	Miami-Dade County. 20180096	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 311,675.00	Paving, Sidewalk	Dec-2021	Miami-Dade County. 20210251	Freddy Valero // 111 NW 1st St., Miami, FL // 305-375-4317
$ 12,141,373.00	Water, Sewer, Paving	Dec-2021	Miami Dade Water & Sewer, S-868-R	Dalia Abrahante // 3575 S LeJeune RD Miami // 786-552-4421
$ 166,109.00	Water, Sewer	Dec-2021	Miami Dade Water & Sewer, RPQ0249	Isaac Smith // 3575 S LeJeune RD Miami // 786-552-8989
$ 513,964.00	Paving	Dec-2021	Oderbrecht (SFCT Cargo Yard)	Oderbrecht Construction // 6505 Blue Lagoon DR #465

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DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 413,607.00	Sidewalk	Dec-2021	Town of Davie FY2021	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 1,823,893.00	Drainage, Sidewalk, Paving	Dec-2021	Town of Medley: NW South River DR	Jorge Corzo // 7777 NW 72 AVE, Medley, FL // 305-883-2047
$ 355,422.00	Sidewalk & Paving	Dec-2021	Town of Miami Lakes FY2021	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 268,836.00	Sidewalk	Dec-2021	Miami Shores Multimodal 2020-04-01	Chris Miranda / 10050 NE 2nd AVE Miami Shores / 305-795-2210
$ 1,345,435.00	Sidewalk	Dec-2021	Miami Gardens 15-16-039A FY21	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 323,755.00	Sidewalk	Dec-2021	Village of Pinecrest FY2021	Charles R. Carr / 10800 Red Rd, Pinecrest / 305-669-6916
$ 157,135.00	Sidewalk	Dec-2022	City of Miami Springs FY2022	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 183,914.38	Sidewalk	Dec-2022	City of Weston, Sidewalk FY2022	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600
$ 29,726.30	Sidewalk	Dec-2022	City of South Miami, Sidewalk 2022	Aurelio Carmenates / 4795 SW 75 AVE / 305-403-2063
$ 125,706.30	Paving	Dec-2022	City of North Miami Asphalt FY22	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 350,020.00	Concrete, Drainage, Pavers, Paving	Dec-2022	City of Miami JOC FY2022	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 238,204.99	Sidewalk	Dec-2022	Palmetto Bay, Sidewalk-FY22	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 43,599.66	Sidewalk	Dec-2022	City of Hallandale Beach FY2022	Charles Cassimir / 630 NW 2nd ST, Hallandale B. /954-457-3043
$ 195,440.00	Sidewalk	Dec-2022	City of Hialeah: 2018-19-3210-014	Yamil Alquizar / 900 E 56th ST Hialeah, FL / 305-687-2615
$ 52,241.00	Sidewalk	Dec-2022	City of Cooper City FY2022	Tim Flemming / 9070 SW 51st Street / 954-434-2300
$ 21,596.00	Sidewalk & Paving	Dec-2022	City of Doral: FY Repairs 2022	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 140,073.12	Sidewalk	Dec-2022	City of Miramar FY2022	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
$ 2,223,205.00	Drainage, Paving, Sidewalk & Landscaping	Dec-2022	City of Miami Beach, JOC-2022	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 372,019.75	Sidewalk	Dec-2022	City of Homestead FY2022	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 404,778.49	Sidewalk	Dec-2022	City of North Miami Beach FY22	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 61,548.75	Concrete Curbs	Dec-2022	Aventura WCCD Curb Improv.FY22	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 1,379,810.20	Drainage, Paving & Sidewalk	Dec-2022	Coral Gables 201706LS (FY22)	Noel Polo / 2800 SW 72 Ave. Miami, FL / 305-733-0068
$ 363,572.55	Sidewalk & Paving	Dec-2022	City of Dania Beach FY2022	Cory Taylor / 100 W. Dania Beach Blvd / 954-924-6808
$ 442,582.96	Sidewalk	Dec-2022	Town of Davie FY2022	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086

Page.-15			Completed Contracts	
DOLLAR AMOUNT OF WORK PERFORMED	**CLASSES OF WORK**	**YEAR COMPLETED**	**WHERE LOCATED CITY - COUNTY**	**NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER**
$ 686,617.25	Sidewalk	Dec-2022	Village of Pinecrest FY2022	Charles R. Carr / 10800 Red Rd, Pinecrest / 305-669-6916
$ 1,526,448.87	Sidewalk	Dec-2022	Miami Gardens 15-16-039A FY22	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 799,250.48	Drainage	Dec-2022	Miami Gardens Drainage FY22	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 636,208.79	Sidewalk & Paving	Dec-2022	Town of Miami Lakes FY2022	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 87,227.33	Sidewalk	Dec-2022	Miami Shores FY-2022	Chris Miranda / 10050 NE 2nd AVE Miami Shores / 305-795-2210
$ 133,635.00	Sidewalk	Dec-2022	Village of Key Biscayne FY 2022	Natan Diaz / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 843,110.39	Paving, Sidewalk	Dec-2022	MDC-Port of Miami M2018-028	Frank Ramirez / 1015 N. America Way 2nd floor / 305-347-5508
$ 100,536.00	Sidewalk	Dec-2022	North Lauderdale SidewalkFY 2022	Sam May / 701 SW 71 AVE North Lauderdale / 954-597-4756
$ 36,715.18	Sidewalk	Dec-2022	Plantation Sidewalk FY-2022	Dwayne Wood / 400 NW 73 AVE, Plantation / 954-452-2537
$ 78,152.28	Sidewalk & Paving	Dec-2022	Bay Harbour islands FY-2022	Mike Alvarez / 665 - 96th ST Bal Harbour / 786-566-3462
$ 6,610,730.76	Water, Sewer, Paving	Dec-2022	Miami Dade Water & Sewer, S-947	Pearle Khadar // 3575 S LeJeune RD Miami // 786-552-4421
$ 531,454.85	Drainage & Paving	May-2023	DORAL: ITB # 2022-23 Drain NW 33 ST	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 966,584.00	Sidewalk & Paving	Jun-2023	DORAL: ITB # 2022-11 Sidewalk Ph-II	Carlos Arroyo / 8401 NW 53rd TER, Doral / 305-593-6740
$ 190,636.52	Sidewalk	Jun-2023	Town of Davie FY2023	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 642,897.50	Sidewalk	Aug-2023	City of Miami Springs FY2023	Lazaro Garaboa / 345 N. Royal Poinciana Blvd / 305-805-5170
$ 150,000.00	Paving	Aug-2023	City of North Miami Asphalt FY23	Rick Cade / 776 NE 125 ST, N.Miami / 305-895-9877
$ 1,247,786.50	Drainage & Paving	Sep-2023	Miami Lakes ITB#2022-35 ALAMEDA	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 576,612.75	Drainage & Paving	Sep-2023	Miami Lakes ITB#2022-35 WEST LAKE	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 338,127.41	Concrete Curbs	Sep-2023	Aventura WCCD Curb Improv.FY23	Antonio Tomei / 19200 W Country Club DR / 305-466-8923
$ 281,842.20	Sidewalk & Paving	Oct-2023	City of Dania Beach FY2023	Cory Taylor / 100 W. Dania Beach Blvd / 954-924-6808
$ 164,103.09	Sidewalk	Oct-2023	City of Miramar FY2023	Kirk Hobson-Garcia / 2300 Civic Center PL, / 954-883-5005
$ 271,848.78	Sidewalk	Oct-2023	Palmetto Bay, Sidewalk-FY23	Dan.Casals / 9495 SW 180 ST Palmetto Bay, FL / 305-969-5011
$ 86,901.26	Sidewalk	Nov-2023	City of North Miami Beach FY23	Kenny Paoletti / 17050 NE 19th AVE, NMB, FL / 305-948-2904
$ 70,381.10	Sidewalk	Nov-2023	Village of Pinecrest FY2023	Charles R. Carr / 10800 Red Rd, Pinecrest / 305-669-6916

Page.-16 Completed Contracts

DOLLAR AMOUNT OF WORK PERFORMED	CLASSES OF WORK	YEAR COMPLETED	WHERE LOCATED CITY - COUNTY	NAME AND ADDRESS OF OFFICIAL TO WHOM YOU REFER
$ 19,350.08	Sidewalk	Nov-2023	Plantation Sidewalk FY-2023	Dwayne Wood / 400 NW 73 AVE, Plantation / 954-452-2537
$ 161,728.59	Concrete, Drainage, Pavers, Paving	Nov-2023	City of Miami JOC FY2023	Pedro Beltran / 444 SW 2nd Ave., Miami, FL / 305-416-1039
$ 476,021.50	Trail Repairs	Dec-2023	Town of Davie FY2023	Osdel Fernandz-Larrea / 6901 Range DR, Davie / 954-797-2086
$ 147,002.10	Sidewalk	Dec-2023	City of Homestead FY2023	Tracy Moore / 529 N.Flagler AVE, Homestead FL / 305-224-4570
$ 1,743,509.29	Sidewalk	Dec-2023	Miami Gardens 21-22-008 FY23	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 953,908.12	Drainage	Dec-2023	Miami Gardens Drainage FY23	Luis Mendoza / 18605 NW 27th AVE, M.Gardens / 305-622-8000
$ 273,430.41	Sidewalk & Paving	Dec-2023	Town of Miami Lakes FY2023	Carlos Acosta / 6601 Main ST, Miami Lakes, FL / 305-364-6100
$ 1,781,471.12	Drainage, Paving, Sidewalk & Landscaping	Dec-2023	City of Miami Beach, JOC-2023	Olga Sanchez / 1700 Convention Center Dr. / 305-673-7071
$ 41,695.24	Sidewalk	Dec-2023	City of Cooper City FY2023	Tim Flemming / 9070 SW 51st Street / 954-434-2300
$ 137,322.90	Sidewalk	Dec-2023	Miami Shores FY-2023	Chris Miranda / 10050 NE 2nd AVE Miami Shores / 305-795-2210
$ 190,224.10	Sidewalk	Dec-2024	Village of Key Biscayne FY 2022	Natan Diaz / 88 W.McIntyre ST, Key Biscayne, / 305-365-7568
$ 123,927.06	Sidewalk	Dec-2023	City of Weston, Sidewalk FY2023	Jose Casio / 2599 S.Post Road, Weston FL / 954-385-2600

CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$48,453,924.97		$20,286,236.83	$20,286,236.83	
				(Col. 5 Subtotal)		
PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE						
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU	$20,286,236.83	$0.00
				GRAND TOTAL		$20,286,236.83

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 & 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTO
		$	$	$	$	$
			DOT WORK	$		
				(Col. 5 Subtotal)		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
Sidewalk	City of Miami Gardens, Sidewalk Repairs (Year 2024)	$750,000.00		$354,530.00	$354,530.00	
Drainage, Sidewalk, Paving	City of Miami Gardens, Drainage Improvements (FY 2024)	$400,000.00		$118,758.82	$118,758.82	
Drainage, Paving, Concrete	JOC-Power Alliance, Miami Beach 2024	$1,500,000.00		$591,950.75	$591,950.75	
Sidewalk	City of Weston, Sidewalk Repairs 2024	$20,000.00		$1,185.72	$1,185.72	
Sidewalk & Paving	City of Miami Springs, Sidewalk Repairs FY 2024	$100,000.00		$38,739.00	$38,739.00	
Drainage, Paving, Concrete	Town of Miami Lakes, Miscellaneous Work 2024	$200,000.00		$80,311.20	$80,311.20	
Sidewalk	Town of Davie, Sidewalk Repairs 2024	$50,000.00		$972.00	$972.00	
Paving	Town of Davie, Trail Repairs 2024	$300,000.00		$6,534.40	$6,534.40	
Sidewalk	City of North Miami Beach, Sidewalk Repairs 2024	$50,000.00		$4,500.00	$4,500.00	
Sidewalk, Paving	City of Dania Beach, Sidewalk & Asphlat Repairs 2024	$50,000.00		$46,472.00	$46,472.00	
Concrete Sidewalk	City of Doral. RFG-2022-12 , Sidewalk Repairs	$200,000.00		$49,369.00	$49,369.00	
Drainage and Paving	Village of Key Biscayne, ITB#2023-04 Resurfacing	$1,014,229.50		$212,991.30	$212,991.30	
Sidewalk	Village of Key Biscayne, Sidewalk Repairs 2024	$10,000.00		$1,205.90	$1,205.90	
Sidewalk	Village of Pinecrest, Sidewalk Repairs 2024	$200,000.00		$29,580.50	$29,580.50	
Sidewalk	City of Miramar, Sidewalk Repairs 2024	$50,000.00		$4,500.00	$4,500.00	
Sidewalk	City of Homestead, Sidewalk Installation Repairs FY-2024	$100,000.00		$27,783.25	$27,783.25	
Sidewalk	Town of Cutler Bay, Sidewalk Improvements FY-2023	$1,342,589.70		$0.00	$0.00	
Sidewalk, Paving	City of Hallandale Beach, Sidewalk 2024	$50,000.00		$6,575.00	$6,575.00	
Concrete Sidewalk	Miami Shores Village, FY 2024	$50,000.00		$22,945.00	$22,945.00	
Water, Sewer, Paving, Concrete	Miami Dade Water & Sewer, S-955	$6,903,452.00		$1,045,563.27	$1,045,563.27	
Concrete Curb, Sidewalk	City of Aventura: Maintenance contract FY-2024	$30,000.00		$7,725.00	$7,725.00	
Sidewalk	Village of Palmetto Bay, Sidewalk villagewide 2024	$200,000.00		$26,340.00	$26,340.00	
Sidewalk	City of Cooper City, Sidewalk Repairs 2023	$5,000.00		$64.72	$64.72	
Paving	City of North Miami: Resurfacing/Paving FY2024	$250,000.00		$45,579.70	$45,579.70	
Sewer, Drainage, Paving	Town of Medley: Lakeview Dristrict Sewer Repairs	$498,784.00		$277,879.00	$277,879.00	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20210015	$1,742,042.86		$104,955.57	$104,955.57	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20210190	$3,958,150.46		$732,246.82	$732,246.82	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20210191	$4,031,404.03		$263,768.40	$263,768.40	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20220085	$3,816,667.17		$1,629,847.95	$1,629,847.95	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20220013	$3,510,175.31		$1,905,139.98	$1,905,139.98	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20220017	$3,736,443.38		$2,379,940.16	$2,379,940.16	
Paving, Drainage, Sidewalk	City of Miami Gardens ITB#21-22-032 NW 34th AVE	$629,848.00		$36,702.85	$36,702.85	
Paving, Drainage, Sidewalk	City of Miami Gardens ITB#21-22-013 NW 7th AVE	$4,321,050.00		$2,694,235.36	$2,694,235.36	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20230159	$3,584,088.56		$2,823,089.71	$2,823,089.71	
Paving, Drainage, Sidewalk	Miami Dade County: RPQ#20240072	$3,000,000.00		$3,000,000.00	$3,000,000.00	
Paving and Concrete	Port of Miami: M2023-023 Portwide Improvements	$1,800,000.00		$1,714,254.50	$1,714,254.50	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
		$0.00		$0.00	$0.00	
CONTINUATION						

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MIAMI LAKES
Growing Beautifully

Company Profile and Declaration

Solicitation Name: Miscellaneous Roadway and Drainage Services

Solicitation Number: 2025-05

Submitted By: Metro Express, Inc.
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Delio A. Trasobares, President
(Name and Title of Officer Signing the Submittal for the Respondent)

—
(Contact Name, if different from Officer)

9390 NW 109 St.
(Street Address)

Medley, FL 33178
(City/State/Zip Code)

info@metroexpressexp.com (Email Address) 305-885-1330 (Phone Number)

Declaration

I, Delio A. Trasobares (Print Name) hereby declare that I am the President (Title) of Metro Express, Inc. (Name of Company),

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

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The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,

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the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on 2025

Signature

Delio A. Trasobares
Print Name

Subscribed and sworn to before me this 28 day of May, 2025.

Signature

Print Name

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

(Notary Seal/Stamp)



MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2025-05. Miscellaneous Roadway & Drainage Services.

Name of Bidder: METRO EXPRESS, INC.

The above-referenced contractor is submitting a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor requests that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: NW 7 Avenue Roadway and Drainage Improvements

Name of Project Owner: City of Miami Gardens

Scope of work: Roadway widening, installation of drainage structures, pipes, exfiltration trenches, curbs, sidewalks, milling & resurfacing

Value of Project: $ 5 Million Is construction ongoing? ☒ Yes ☐ No

Value of Construction: $ 4.5 Million If no, was construction completed on time? ☐ Yes ☐ No

Delivery Method: ☒ Design-Bid-Build ☐ CM ☐ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☒ Design ☐ Contractor ☐ Owner ☐ Regulatory ☐N/A

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

_____

_____

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Bernard Buxton-Tetteh Date: 5/13/2025

Signature: _____ Title: Public Works Director

Telephone: 786-279-1270 E-mail: bbuxton-tetteh@miamigardens-fl.gov

Sincerely,

Rosa M. Marrero - Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2025-05. Miscellaneous Roadway & Drainage Services.

Name of Bidder: METRO EXPRESS, INC.

The above-referenced contractor is submitting a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor requests that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: ____B50110 NW 18TH TERR IMPROVEMENTS_____

Name of Project Owner: ___CITY OF MIAMI OCI_____

Scope of work: _____Drainage, valley gutter and curb, milling and paving, striping_____

Value of Project: $153,222.44 Is construction ongoing? ☐ Yes X No

Value of Construction: $_153,222.44_ If no, was construction completed on time? X Yes ☐ No

Delivery Method: ☐ Design-Bid-Build ☐ CM ☐ Risk X Design-Build ☐ Other: _____

Was Construction completed within budget? X Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes X No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory XN/A

Management of Subcontractors: X Above expectations ☐ Average ☐ Below expectations

Project Safety Management: X Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? X Yes ☐ No

Was the Contractor timely with reviews and submittals? X Yes ☐ No

Number of Change Orders: ___0_____ Were any Contractor driven? ☐ Yes X No

Would you enter into a contract with the Contractor again in the future? X Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate. ___RESPONSIBLE, RELIABLE, AND EFFICIENT_____

_____

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: __LIDIA DUARDO_____ Date: __5/7/25_____

Signature: Duardo, Lidia Digitally signed by Duardo, Lidia Date: 2025.05.07 10:54:30 -04'00' Title: __CM_____

Telephone: __7866147478_____ E-mail: __LDUARDO@MIAMIGOV.COM_____

Sincerely,

Rosa M. Marrero - Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2025-05. Miscellaneous Roadway & Drainage Services

Name of Bidder: METRO EXPRESS, INC.

The above-referenced contractor is submitting a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor requests that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: No. 20220085 - Roadway Resurfacing Contract

Name of Project Owner: Department of Transportation & Public Works - Miami Dade County

Scope of work: Milling and Resurfacing

Value of Project: $ 3,816,667.17 Is construction ongoing? ☐ Yes ☒ No

Value of Construction: $ 3,484,435.66 If no, was construction completed on time? ☒ Yes ☐ No

Delivery Method: ☐ Design-Bid-Build ☐ CM ☐ Risk ☐ Design-Build ☐ Other: X (Work Orders)

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☒ N/A

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: _____ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

METRO EXPRESS is a very responsible Company, they compliance with Contract documents, permits, codes & standards. Work performed correctly.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: JOAQUIN A. RABASSA Date: 5/7/25

Signature: J. RABASSA Title: CONSTRUCTION Manager 3

Telephone: (305) 299-9822 E-mail: Joaquin.rabassa@miamidade.gov

Sincerely,

Rosa M. Marrero - Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2025-05. Miscellaneous Roadway & Drainage Services.

Name of Bidder: METRO EXPRESS, INC.

The above-referenced contractor is submitting a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor requests that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Stormwater Improvements at Sub-Basin NW 33 St.ITB-2022-23

Name of Project Owner: CITY OF DORAL

Scope of work: Drainage and Paving

Value of Project: $ 550,180.40 Is construction ongoing? ☐ Yes ☒ No

Value of Construction: $ 531,454.87 If no, was construction completed on time? ☒ Yes ☐ No

Delivery Method: ☒ Design-Bid-Build ☐ CM ☐ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☒ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☒ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☒ N/A

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Metro Express is a client oriented and responsive contractor.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Carlos Arroyo Date: 5/7/2025

Signature: _____ Title: Public Works Director

Telephone: 305-593-6740 E-mail: Carlos.Arroyo@cityofdoral.com

Sincerely,

Rosa M. Marrero - Procurement Manager

MIAMI LAKES
Growing Beautifully

CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2025-05. Miscellaneous Roadway & Drainage Services.

Name of Bidder: METRO EXPRESS, INC.

The above-referenced contractor is submitting a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor requests that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Ocean Park

Name of Project Owner: City of Dania Beach

Scope of work: Milling and Resurfacing

Value of Project: $348,622.00 Is construction ongoing? ☐ Yes ☑ No

Value of Construction: $348,622.00 If no, was construction completed on time? ☑ Yes ☐ No

Delivery Method: ☐ Design-Bid-Build ☐ CM ☐ Risk ☐ Design-Build ☐ Other: _____

Was Construction completed within budget? ☑ Yes ☐ No

Did the Contractor contribute to any delay(s) or increased cost? ☐ Yes ☑ No

Causes for Delays or Cost Increases: ☐ Design ☐ Contractor ☐ Owner ☐ Regulatory ☑ N/A

Management of Subcontractors: ☑ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☑ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☑ Yes ☐ No

Was the Contractor timely with reviews and submittals? ☑ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor again in the future? ☑ Yes ☐ No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

_____

_____

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Corry Taylor Date: 5-20-2025

Signature: _____ Title: Superintendent

Telephone: (954)924-6808 EXT 3748 E-mail: ctaylor@daniabeachfl.gov

Sincerely,

Rosa M. Marrero - Procurement Manager

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Metro Express, Inc.
Company Name:

5/28/25
Date

Authorized Signature:

Delio A. Trasobares, President
Printed Name and Title

Form DFW

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

COMPANY: Metro Express, Inc.

ADDRESS: 9390 NW 109 St.

NAME: Idio A. Trasobares TITLE: President

E-MAIL: info@metroexpress6g.com PHONE: 305-885-1330

SIGNATURE: [signature] DATE: 5/28/25

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 385802

Approved by:

Employer Metro Express Inc	
Name (Please Type or Print) Susana Semprun	Title
Signature Electronically Signed	Date 01/18/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/18/2011

Company ID Number: 385802

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Metro Express Inc
Company Facility Address	9390 NW 109 St Medley, FL 33178
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	650711071
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 385802

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 385802

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angel Fernandez
Phone Number	(305) 885 - 1330
Fax Number	(305) 885 - 1327
Email Address	angel@metroexpresscorp.com

Name	Ivis Gonzalez
Phone Number	(305) 885 - 1330
Fax Number	(305) 885 - 1327
Email Address	ivis@metroexpresscorp.com

Page intentionally left blank

Official Website of the Department of Homeland Security

E-Verify

Welcome
Angel Fernandez

Company
Metro Express Inc

User ID
[redacted]

HOME | CASES | PROFILE | COMPANY | REPORTS | RESOURCES | LOG OUT

Search Results

Search Again >

You are viewing items 1-2 of 2

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On	
AFER1840	Metro Express Inc	Program Administrator	Fernandez	Angel	01/29/2021 11:28 AM	Current	N	Y	Delete
IGON1743	Metro Express Inc	General User	Gonzalez	Ivis	01/29/2021 11:21 AM	Current	N	N	Delete

Previous Next Page 1 of 1. Go to 1 Go Results per page 10

305

Last Login: 01/29/2021 11:28 AM

U.S. Department of Homeland Security | U.S. Citizenship and Immigration Services | Enable Permanent Tooltips | Accessibility | Download Viewers

E-Verify

Welcome
Angel Fernandez

MENU

Company Information

Company Name
Metro Express Inc

Company ID Number
385802

Doing Business As (DBA) Name
--

DUNS Number
019047564

Physical Location

Address 1
9390 NW 109 St

Address 2
--

City
Medley

State
FL

Zip Code
33178

County
MIAMI-DADE

Mailing Address

Address 1
--

Address 2

--

City
--

State
--

Zip Code
--

Additional Information

Employer Identification Number
650711071

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 06/18/2021 11:25 PM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

Company ID Number: 385802

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Metro Express Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Delio A. Casabares / President
[print individual's name and title]

for Metro Express, Inc.
[print name of entity submitting sworn statement]

whose business address is

9390 NW 109 St.
Medley, FL. 33178

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0711071

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☑ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Delia A. Trasobares to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Delia A. Trasobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 28 day of May, 2025.

My Commission Expires:

Notary Public State of Florida at Large

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

Form PEC

NON-COLLUSIVE AFFIDAVIT

State of FL }
} SS:
County of Miami-Dade }

Delio A. Trasobares being first duly sworn, deposes and says that:

a) He/she is the President, (Owner, Partner, Officer, Representative or Agent) of Melo Express, Inc., the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e)Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: Delio A. Trasobares

(Printed Name)

President

(Title)

BEFORE ME, the undersigned authority, personally appeared / to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Delio A. Trasobares executed said Affidavit for the purpose therein expressed.

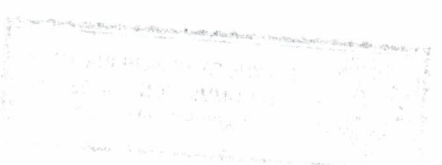
WITNESS, my hand and official seal this 22 day of May, 25.

My Commission Expires:

Notary Public State of Florida at Large

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

Form NCA



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: President

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of May, 2025.

My Commission Expires:

_____
Notary Public State of Florida at Large

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

Form AK

CONFLICT OF INTEREST AFFIDAVIT

State of FL }
} SS:
County of Miami-Dade }

Delio A. Trasobares being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Metro Express, Inc. the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____

Delio A. Trasobares
(Printed Name)

President
(Title)

BEFORE ME, the undersigned authority, personally appeared Delio A. Trasobares to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Delio A. Trasobares executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 22 day of May, 2025

My Commission Expires:

Notary Public State of Florida at Large

ELAYNE PATRICIA REINA HAYEK
MY COMMISSION # HH 237629
EXPIRES: July 7, 2026

Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

(a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.

(c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Metro Express, Inc.

Authorized representative (print): Delio A. Trasobares

Authorized representative (signature): _____ Date: 5/28/25

MIAMI LAKES
Growing Beautifully

PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Metro Express, Inc. Solicitation No.: 2025-05

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

Authorized Signature

5/28/25
Date:

Delio A. Trasobares
Print Name

President
Title:

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)

) SS:

COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of Metro Express, Inc. a corporation existing under the laws of the State of Fl, held on 05/28, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that Pedro A. Trasbares, as an officer or employee of the Corporation, be and is hereby authorized to execute the Response dated, 05/28/, 2025, to the Town of Miami Lakes and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed (if applicable), will be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 28, day of May, 2025.

Secretary:

(SEAL)

METRO EXPRESS, INC. CORPORATE SEAL 1996 FLORIDA

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

MIAMI LAKES
Growing Beautifully

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2025-05

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1, Dated 5/12/25
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____
Addendum No._____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Metro Express, Inc.

Authorized Representative's Name: Delio A. Trasobares

Title: President

Authorized Signature: [signature]

MIAMI LAKES
Growing Beautifully

ITB 2025-05
Miscellaneous Roadway and Drainage Services
Addendum #1
Due Date: 11:00 AM EST, May 28, 2025

This addendum is incorporated into and made a part of the Invitation to Bid ("ITB"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the ITB, which take precedence over the ITB documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification - Legal Ad printed:

A. Please see attached updated **Section A. Notice to Bidders –** indicated below for Clarification:

1. Possess a minimum of three (3) years of experience providing demolition services; Bidders are required to submit with their bid a statement of work experience and inventory of existing equipment.
2. Must have completed at least three (3) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor and demolition contractor license from the State of Florida, Certified in Miami- Dade County and qualified to obtain the necessary permits;
4. The contractor must be licensed to perform demolition work in the state of Florida.
5. Must self-perform thirty percent (30%) of multiple trade work.

Questions:

1. Do we need to fill every single item on the Bid-Form? if not, is it considered nonresponsive?

Response: Yes, and yes.

2. Are Change Orders allowed?

Response: Call inspector/manager for review and depending on budget status we will determine same day.

3. Award date for this contract?

Response: June/July approximately.

4. Are we allowed to have pre-construction meetings upon receiving the Work Orders?

Response: Yes, strongly encouraged.

MIAMI LAKES
Growing Beautifully

5. Are Davis Bacon wages required?

Response: The Davis-Bacon Act does not apply, as this project is not federally funded. However, all bidders must ensure compliance with all applicable State of Florida wage requirements.

6. Do we include MOT costs into our pricing? Also, restoration to be taken into account?

Response: MOT should be included, and work should include restoration to existing conditions.

Acknowledgement:

Delio A. Fraedores
Name of Signatory

President
Title

5/28/25
Date

Signature

Metro Express, Inc.
Name of Bidder

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Metro Express, Inc., 9390 NW 109th Street, Medley, FL 33178
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,
American Surety Company, 250 East 96th Street, Suite 202, Indianapolis, IN 46240
(Here insert lull name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto
Town of Miami Lakes, 6601 Main Street, Miami Lakes, FL 33014
(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
Five Percent of Amount Bid Dollars ($ ***5%***),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
ITB No. 2025-05, Miscellaneous Roadway and Drainage Services
(Here insert lull name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of May , 20 25

(Witness)

Metro Express, Inc.
(Principal) (Seal)

(Title)

Stefany Delgado (Witness)

American Surety Company
(Surety) (Seal)

Michael A. Bonet Attorney-In-Fact

Bond No.: Bid

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 1.

POWER OF ATTORNEY

Know All Men by These Presents: That **American Surety Company**, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Michael A. Bonet	All of Miami, FL	$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the **American Surety Company** has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____
Robert Kuzloski, Secretary

SEAL

By: _____
Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of **American Surety Company**, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.

NOTARIAL SEAL STATE OF OHIO

PATRICK J DEMMER
Notary Public, State of Ohio
Commission #: 2023-RE-861396
My Commission Expires 03-20-28

_____
Patrick J. Dremmer, Notary Public
State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of **American Surety Company** by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of **American Surety Company**, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of May, 2025.

SEAL

_____
Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

PACW2000V1

MISCELLANEOUS ROADWAY & DRAINAGE SERVICES					
ITB 2025-05					
FORM PS (BID FORM)					
TOWN ITEM NO.	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL**
T001	FLOATING TURBIDITY BARRIER	LF	50.00	$ 20.00	$ 1,000.00
T002	INLET PROTECTION SYSTEM	EA	10.00	$ 100.00	$ 1,000.00
T003	DRIVEWAY RESTORATION (STAMPED CONCRETE)	SY	20.00	$ 200.00	$ 4,000.00
T004	DRIVEWAY RESTORATION (PAVERS ON SAND)	SY	20.00	$ 200.00	$ 4,000.00
T005	REGULAR EXCAVATION	CY	100.00	$ 25.00	$ 2,500.00
T006	EMBANKMENT	CY	100.00	$ 25.00	$ 2,500.00
T007	FLOWABLE FILL	CY	100.00	$ 250.00	$ 25,000.00
T008	TYPE B STABILIZATION	SY	120.00	$ 18.00	$ 2,160.00
T009	REWORKING LIMEROCK BASE, 4"	SY	120.00	$ 18.00	$ 2,160.00
T010	OPTIONAL BASE, BASE GROUP 04	SY	120.00	$ 30.00	$ 3,600.00
T011	OPTIONAL BASE, BASE GROUP 06	SY	120.00	$ 35.00	$ 4,200.00
T012	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	6,000.00	$ 5.00	$ 30,000.00
T013	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	1,000.00	$ 7.00	$ 7,000.00
T014	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	500.00	$ 6.00	$ 3,000.00
T015	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	SY	6,000.00	$ 28.00	$ 168,000.00
T016	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (2")	SY	500.00	$ 40.00	$ 20,000.00
T017	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22 (1")	SY	5,000.00	$ 28.00	$ 140,000.00
T018	STORM DRAINAGE INLET (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T019	STORM DRAINAGE MANHOLE (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T020	STORM DRAINAGE INLET (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T021	STORM DRAINAGE MANHOLE (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T022	STORM DRAINAGE SWALE INLET (TYPE D-1) - STRUCTURE, FRAME, GRATE (MDC SD 3.1)	EA	2.00	$ 5,000.00	$ 10,000.00
T023	INLETS, CURB, TYPE 9, J BOT, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T024	INLETS, CURB, TYPE P-1, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T025	INLETS, CURB, TYPE P-2, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T026	INLETS, CURB, TYPE P-3, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T027	INLETS, CURB, TYPE P-4, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T028	INLETS, CURB, TYPE P-5, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T029	INLETS, CURB, TYPE P-6, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T030	INLETS, DT BOT, TYPE C,<10'	EA	2.00	$ 7,000.00	$ 14,000.00
T031	INLETS, DT BOT, TYPE D, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T032	MANHOLES, P-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T033	MANHOLES, P-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T034	MANHOLES, J-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T035	MANHOLES, J-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T036	PIPE CULVERT, HDPE, ROUND, 15"	LF	60.00	$ 150.00	$ 9,000.00
T037	PIPE CULVERT, HDPE, ROUND, 18"	LF	100.00	$ 160.00	$ 16,000.00
T038	PIPE CULVERT, HDPE, ROUND, 24"	LF	100.00	$ 180.00	$ 18,000.00
T039	FRENCH DRAIN, 18"	LF	200.00	$ 200.00	$ 40,000.00
T040	FRENCH DRAIN, 24"	LF	100.00	$ 250.00	$ 25,000.00
T041	INLETS, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T042	MANHOLE, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T043	VALVE BOXES, ADJUST	EA	5.00	$ 600.00	$ 3,000.00
T044	METER BOXES, ADJUST	EA	5.00	$ 300.00	$ 1,500.00
T045	MANHOLE COVER- REPLACE	EA	5.00	$ 1,600.00	$ 8,000.00

T046	REPLACE GRATE	EA	5.00	$ 1,600.00	$ 8,000.00
T047	MANHOLES & INLETS CLEANING & SEALING, <10'	EA	10.00	$ 1,000.00	$ 10,000.00
T048	MANHOLES & INLETS CLEANING & SEALING, >10'	EA	10.00	$ 1,200.00	$ 12,000.00
T049	BOLLARDS (SEE DETAIL)	LF	10.00	$ 1,500.00	$ 15,000.00
T050	CONCRETE CURB AND GUTTER "F" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T051	CONCRETE CURB "D" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T052	CONCRETE CURB "RA" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T053	VALLEY GUTTER - CONCRETE (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T054	CONCRETE SEPARATOR WITH "A" CURB (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T055	CONCRETE NEW EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 63.00	$ 31,500.00
T056	REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	6,000.00	$ 63.00	$ 378,000.00
T057	CONCRETE NEW EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	200.00	$ 81.00	$ 16,200.00
T058	CONCRETE REPLACE EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	3,000.00	$ 81.00	$ 243,000.00
T059	CONCRETE NEW EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	250.00	$ 90.00	$ 22,500.00
T060	CONCRETE REPLACE EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 90.00	$ 45,000.00
T061	CONCRETE BUS BAY (12" THICK) SURFACE (INCLUDING 10" REINFORCED CONCRETE SLAB WITH #5 REBAR AT 10" O/C EACH WAY, REINFORCED STEEL & MORTAR BED)	SY	100.00	$ 200.00	$ 20,000.00
T062	ROOT BARRIER- 24"	LF	500.00	$ 25.00	$ 12,500.00
T063	PAVERS, ARCHITECHTURAL, ROADWAY	SY	200.00	$ 200.00	$ 40,000.00
T064	PAVERS, ARCHITECHTURAL, SIDEWALK	SY	100.00	$ 200.00	$ 20,000.00
T065	DETECTABLE WARNINGS	SF	100.00	$ 45.00	$ 4,500.00
T066	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	200.00	$ 100.00	$ 20,000.00
T067	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	100.00	$ 125.00	$ 12,500.00
T068	GUARDRAIL REMOVAL	LF	10.00	$ 50.00	$ 500.00
T069	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2.00	$ 5,000.00	$ 10,000.00
T070	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2.00	$ 5,000.00	$ 10,000.00
T071	SPECIAL GUARDRAIL POST	EA	10.00	$ 600.00	$ 6,000.00
T072	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL	EA	5.00	$ 800.00	$ 4,000.00
T073	PERFORMANCE TURF, SOD (ST. AGUSTINE OR AS DIRECTED BY TOWN)	SY	1,000.00	$ 18.00	$ 18,000.00
T074	TRAFFIC LOOP REPLACEMENT	EA	10.00	$ 5,000.00	$ 50,000.00
T075	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	20.00	$ 650.00	$ 13,000.00
T076	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	20.00	$ 900.00	$ 18,000.00
T077	SINGLE POST SIGN, RELOCATE	EA	20.00	$ 200.00	$ 4,000.00
T078	SINGLE POST SIGN, REMOVE	EA	20.00	$ 100.00	$ 2,000.00

T079	RAISED PAVEMENT MARKER, TYPE B (WHITE/RED, BLUE, OR YELLOW)	EA	500.00	$ 8.00	$ 4,000.00
T080	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T081	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	100.00	$ 5.00	$ 500.00
T082	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	100.00	$ 6.00	$ 600.00
T083	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	100.00	$ 9.00	$ 900.00
T084	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	LF	300.00	$ 3.00	$ 900.00
T085	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	LF	50.00	$ 3.00	$ 150.00
T086	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	10.00	$ 800.00	$ 8,000.00
T087	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	10.00	$ 400.00	$ 4,000.00
T088	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	300.00	$ 3.00	$ 900.00
T089	THERMOPLASTIC, STANDARD,YELLOW, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T090	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 12"	LF	50.00	$ 5.00	$ 250.00
T091	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	100.00	$ 6.00	$ 600.00
T092	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	LF	20.00	$ 9.00	$ 180.00
T093	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	300.00	$ 3.00	$ 900.00
T094	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	LF	50.00	$ 3.00	$ 150.00
T095	THERMOPLASTIC, REMOVE EXISTING, PAVEMENT TO REMAIN (HYDROBLAST)	SF	300.00	$ 20.00	$ 6,000.00
T096	ADVANCED UTILITY EXPLORATION (SOFT DIGS) - AVG. 10' DEPTH	EA	15.00	$ 3,000.00	$ 45,000.00
T097	NO. 4 STONE	CY	60.00	$ 40.00	$ 2,400.00
T098	LIMEROCK, LBR 100	CY	60.00	$ 40.00	$ 2,400.00
T099	FILL SAND	CY	60.00	$ 40.00	$ 2,400.00
T100	NO. 57 STONE	CY	60.00	$ 40.00	$ 2,400.00
				SUBTOTAL	**$ 1,948,500.00**
	MOBILIZATION (SEE BID ITEM NOTE 6)			10%	$ 194,850.00
	EMERGENCY RESPONSE (SEE BID ITEM NOTE 1)	$ 25,000.00	5.00	0%	$ -
				TOTAL BID AMOUNT	**$ 2,143,350.00**

BIT ITEM NOTES

1. BIDDER IS TO ENTER THE PERCENTAGE VALUE TO IDENTIFY THE ADDITIONAL COST FOR AN EMERGENCY RESPONSE. AN EMERGENCY RESPONSE IS DEFINED AS THE CONTRACTOR MOBILIZING AT THE PROJECT SITE WITHIN TWO HOURS OF NOTIFICATION SEVEN DAYS PER WEEK BETWEEN THE HOURS OF 7:00 AM & 7:00 PM. FOR PURPOSES OF EVALUATION ONLY THE VALUE OF $25,000 HAS BEEN USED FOR A WORK ORDER TO ESTABLISH THE TOTAL COST TO BE USED IN DETERMINING THE LOWEST BIDDER.
2. ALL BID PRICES SHALL BE INCLUSIVE OF ALL LABOR, EQUIPMENT, MATERIAL, MACHINERY, TOOLS, MEANS OF TRANSPORTATION, MAINTENANCE OF TRAFFIC, SUPPLIES, EQUIPMENT, APPLICABLE PERMITTING COORDINATION AND SERVICES, TESTING COSTS, SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.
3. IT IS THE INTENTION OF THE TOWN TO AWARD A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE TOTAL AMOUNT OF THE BID.
4. CONTRACTOR WILL BE PAID BASED ON ACTUAL WORK PERFORMED.
5. QUANTITIES IN BID FROM ARE BASED ON ESTIMATES ONLY AND ARE NOT INTENDED TO REFLECT THE ACTUAL QUANTITIES REQUIRED. AS SUCH, THE TOWN RESERVES THE RIGHT TO REDUCE QUANTITIES OR SIZES AS NEEDED.
6. MOBILIZATION TO BE PAID ONCE PER WORK ORDER AT 10% OF WORK ORDER SUBTOTAL.
7. ITEMS T001 AND T002 TO INCLUDE MATERIAL, INSTALLATION, AND MAINTENANCE.
8. ITEMS T003 AND T003 TO INCLUDE REMOVAL OF EXISTING, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, BASE MATERIAL, PREPARATION AND RESTORATION
9. ITEM T005 TO INCLUDE OFFSITE DISPOSAL OF EXCAVATED MATERIAL, OR TRANPORT TO LOCATION SPECIFIED BY TOWN.
10. ITEMS T005 AND T006 TO MEET FDOT STANDARD SPECIFICATIONS SECTION 120.

11. ITEMS T008, T009, T010, T011 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
12. ITEMS T012, T013, T014, T015, T016, T017 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
13. ITEMS T023 TO T040 TO INCLUDE MATERIAL, INSTALLATION, TESTING, RESTORATION TO TOP OF SUBGRADE, AND REMOVAL/DISPOSAL OF EXISTING STRUCTURE IF APPLICABLE.
14. ITEMS T041 TO T046 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPLETE RESTORATION AS NEEDED, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
15. ITEM T049, SEE BOLLARD DETAIL.
16. ITEMS T050 TO 61 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPACTION OF SUBGRADE, RESTORATION, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
17. ITEM T062 SEE ROOT BARRIER DETAIL.
18. ITEMS T063 AND T064, PER FDOT STANDARD SPECIFICATION SECTION 526.
19. ITEM T096, INCLUDE EXCAVATION, BACKFILL, COMPACTION, SUBRAGE AND BASE RESTORATION, AND ASPHALT RESTORATION.
20. ITEMS T097 TO T100 INCLUDES MATERIAL AND DELIVERY TO SITE.

AGENDA MEMORANDUM

Meeting Date: **12/8/2025**

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

Via: JC Jimenez, City Manager

From: Juan Pena, Director of Public Works

Subject: Metro Express – Blanket PO

RECOMMENDATION: Recommendation by Public Works that the City Council authorize the City to enter into a piggyback agreement utilizing the Town of Miami Lakes Contract No. ITB-2025-05 (attached), and further authorize the issuance and/or execution of a corresponding work order and purchase order to Metro Express in an amount not to exceed $400,000.00 for roadway, stormwater, and sidewalk installation and repairs citywide. Funding for this work was budgeted in the FY 2025/2026 Budget and the procurement is in accordance with Section §31.11 (E)(5) of the City Code.

DISCUSSION: The City performs ongoing maintenance of streets, sidewalks, and drainage systems to ensure safe, accessible, and well-maintained public infrastructure. These improvements are essential to addressing deteriorated asphalt, uneven or damaged sidewalks, standing water issues, and other conditions that present safety concerns or impede mobility. Metro Express, Inc. has worked with the City for over 10 years, providing high-quality services that include roadway milling and resurfacing, stormwater and drainage system installations and improvements, and concrete sidewalk construction and rehabilitation. Throughout this time, the contractor has demonstrated consistent performance, competitive pricing, and a strong understanding of the City's standards, infrastructure needs, and operational requirements. Their continued reliability and ability to respond efficiently to City projects make them an effective and trusted service provider. Public Works intends to utilize Metro Express, Inc. for scheduled and as-needed pavement, sidewalk, and drainage repairs and improvements citywide. The proposed purchase will ensure continuity of services and allow the department to address priority areas efficiently.

Submission Date and Time: 12/3/2025 8:27 AM

Submitted by:	**Approved by (sign as applicable):**	**Funding:**
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** CITT
Prepared by: Lizette Fuentes	**Procurement:**	**Account No.:** 135-0902-541.46-00
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $ 400,000.00
		Total vendor amount: $ 400,000.00

Outlook

RE: Piggyback Contract - Town of Miami Lakes

From Angel Fernandez <angel@metroexpresscorp.com>
Date Wed 10/15/2025 2:27 PM
To Lizette Fuentes <FuentesL@miamisprings-fl.gov>
Cc Rachel Buckner <rachel.buckner@miamisprings-fl.gov>

Good afternoon,

Lizette, we are in receipt of your email and confirm we can honor the prices to Miami Springs according to current contract 2025-05 with Miami Lakes.

Thank you.

Angel Fernandez
Project Manager
Metro Express Inc.

.

From: Lizette Fuentes <FuentesL@miamisprings-fl.gov>
Sent: Wednesday, October 15, 2025 2:18 PM
To: Angel Fernandez <angel@metroexpresscorp.com>
Cc: Rachel Buckner <rachel.buckner@miamisprings-fl.gov>
Subject: Piggyback Contract - Town of Miami Lakes
Importance: Low

Good afternoon,

We would like piggyback on your current contract with the Town of Miami Lakes for the purposes of sidewalk repairs, asphalt resurfacing, and roadwork. Please advise if this is okay with you for the use of this fiscal year and the duration of the contract time.

We look forward to working with you this fiscal year and in the future.

Regards,

Lizette A. Fuentes
Assistant Public Works Director
Public Services Department
City of Miami Springs
345 N. Royal Poinciana Blvd
Miami Spring, FL 33166
(O) 305-805-5170 Ext:4227
(F) 305-805-5195
(E) fuentesl@miamisprings-fl.gov

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2025-05ME

MISCELLANEOUS ROADWAY AND DRAINAGE SERVICES

MIAMI LAKES
Growing Beautifully

The Town of Miami Lakes Council:

Mayor Joshua Dieguez
Vice Mayor Bryan Morera
Councilmember Juan Carlos Fernandez
Councilmember Angelo Cuadra Garcia
Councilmember Ray Garcia
Councilmember Steven Herzberg
Councilmember Alex Sanchez

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Miscellaneous Roadway and Drainage Services

2025-05ME

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SECTION A. NOTICE TO BIDDERS

ITB Name:	Miscellaneous Roadway and Drainage Services
ITB No.:	2025-05
Non-Mandatory Pre-Bid Conference:	11:00 AM EST, May 8, 2025
Bids Due:	11:00 AM EST, May 28, 2025

Solicitation Overview:

The Scope of Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance, on an as-needed basis, for various types of repair and maintenance activities, including but not limited to: paving, milling, resurfacing, drainage, sidewalks, curbs and gutters. The Work will predominately involve multiple trades.

This Solicitation is for **work to be issued on a work order basis** with an estimated per work order value in the $5,000 to $30,000 range. The Town anticipated value for the initial year of the Contract will be approximately $500,000. The Town anticipates to maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated value of $1,500,000 during the initial three (3) year contract term.

Bidders are to submit one (1) original and three (3) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on May 28, 2025,** at which time the Bids will be opened.

A Non-Mandatory Pre-Bid Conference is scheduled for 11:00 AM, May 8, 2025, at Town Hall Community Conference Room. It is strongly recommended that potential Bidders attend this meeting. The meeting space has limited capacity, so we request that no more than two representatives from any one company attend the meeting

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at http://www.miamilakes-fl.gov/, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award of this project, bidders must:

1. Possess a minimum of three (3) years of experience performing miscellaneous roadway and/or drainage projects;
2. Must have completed at least three (3) projects of similar size, scope and complexity performed within the last three (3) years;
3. Possess a valid General Contractor or General Engineering Contractor license from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contract; and
4. Must self-perform thirty percent (30%) of multiple trade work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at is sole discretion, may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

Joint venture firms or teaming agreements will not be considered for award under this ITB.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as

defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

B2.07 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33016 at 11:00 AM, on Thursday, May 8, 2025.

B2.08 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.09 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.10 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, Public Purchase, and DemandStar. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.11 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.12 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.13 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.14 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.15 LOCAL PREFERENCE

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at https://www.miamilakes-fl.gov/local-preference/.

B2.16 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist, the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

B2.17 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.18 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at http://www.miamilakes-fl.gov.

B2.19 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms found in Section H, together with the acceptable bonds as required in Section B2.20, Performance & Payment Bonds, below.

B2.20 PERFORMANCE & PAYMENT BONDS

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, submit a performance and payment bond ("Bond") using the attached Performance Bond forms in the amount of $100,000. The Bond will guarantee the completion of the Work covered by the Contract Documents as well as the payment of all suppliers, Subcontractors, and the Contractor's workforce. The Bond(s) shall not contain a provision allowing the Surety(ies) to cancel the Bonds prior to the completion of the Contract, including the option to renew years.

The Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as a surety.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Section, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Section to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

C1.07 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

C1.08 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

C1.09 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and

adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

C1.15 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern:

1. Revisions and Change Orders to the Contract will govern over the Contract;
2. The Contract Documents will govern over the Contract;
3. The Special Conditions will govern over the General Conditions of the Contract; and
4. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 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.

C1.19 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 and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

C1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

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.

The Town 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 Town 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 Town 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).

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

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

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will 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.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

C1.28 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Section. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

For Contractor:

Delio A. Trasobares
President
Metro Express, Inc.
9390 NW 109 St.
Medley, Fl 33178
delio@metroexpresscorp.com

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of $10.00 from the sums due to the Contractor under this Contract.

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

C2.04 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The

insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than $500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars ($1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars ($1,000,000)**.

(3rd) CGL Required Endorsements:

a) Employees included as insured
b) Contingent Liability/Independent Contractors Coverage
c) Contractual Liability
d) Waiver of Subrogation
e) Premises and/or Operations

f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
g) Loading and Unloading
h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. *Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town 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 Town. The Town 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 approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town 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.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Section to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Section.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known,

would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Section C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Section C4.05.

Failure of Contractor to comply with Section C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Sections C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Section C1.26 within the timeframe established in Section C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Section.

The Town may require the Contract to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Section. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town 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 it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Section C4.03, and Section C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Section as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

C4.08 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Section C5.03, Termination for Convenience.

If a Stop Work Order issued under this Section is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manger determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

C5.02 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this

Contract. Contractor understands and agrees that termination of this Contract under this Section will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

C5.03 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contactor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C5.04 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

C5.05 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for the repair and maintenance of roadways, drainage, sidewalks, curbs and gutters on an as-needed basis. The Work includes, but is not limited to, paving, milling, resurfacing, drainage, striping, asphalt patching, concrete sidewalks, curbs and gutters repairs installation and replacement. Work Orders may include more than one of these components of Work.

D2 LINE ITEM QUANITITES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders and only represent the Town's requirements for the first year of the Contract. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. As stated in Section B2.12, where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.

D3 WORK ORDERS

Work will be issued on a work order basis with an estimated per work order value in the $5,000 to $30,000 range utilizing the unit prices stated in the Bid Form.

Work orders may include items located within multiple sites inside the Town boundaries. The contractor shall maintain continues progress from the start to finish of a work order. Any unrestored site shall be completed within a 24 hour period. If the contractor fails to restore a site within the required time the Town may complete the work and deduct the cost from future payments to the contractor.

D4 ADDITIONAL LINE ITEM QUANITITES

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

D5 CONTRACT TERM/ESTIMATED EXPENDITURE

This Agreement will be effective upon execution by both parties and will continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work is to commence until a Work Order is issued.

D6 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of the total value of the contract award, the Town, at its sole discretion, will have an option to renew the Contract upon the same terms and conditions for two (2) additional one (1) year periods (the "Option" or "OTR"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option will be effective upon receipt of a written notice from the Town Manager or Procurement Manager to the Contractor. The Town may, at its sole discretion may allow for price increases during the Option years due to extraordinary changes in market conditions and market pricing.

D7 HOURS FOR PERFORMING WORK

Work must be performed Monday through Friday from 8:00 am to 5:00 pm. The contractor may be directed by the Town to work outside these hours. Lane closures are restricted to the hours of 9: am to 4:00 pm unless directed by the Town.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager. A Work Order may establish different working hours than those stated herein.

D8 COMPENSATION

Contractor can submit an invoice for payment for Work performed under a Work Order upon completion and acceptance of all of the Work by the Project Manager. Contractor may include more than one Work Order on the invoice form.

Contractor must use the Town's Standard Invoice Form ("Invoice") for all payment requests. The Standard Invoice Form will be provided at the time of contract award. The invoice must include the Work Order numbers to be paid as well as the amount to be paid for each Work Order. Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an Invoice in accordance with the Florida Local Government Prompt Payment Act. No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the unit prices specified in the Contract.

The acceptance of payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

D9 ESTIMATED QUANITITES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates it needs are for the initial year of the Contract. The Town anticipated expenditure for the initial year of the Contract will be approximately $500,000. The Town anticipates maintaining the same levels of funding for the 2nd & 3rd years, which would result in an anticipated expenditure of $1,500,000 during the initial three (3) year contract term.

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

D10 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work (including mobilization, MOT, clearing and grubbing, site prep, removal and disposal of debris, utility locates, temporary structures), except for those costs specifically identified as reimbursable costs as stated in Section D11. This includes any incidental costs associated with the Work under a Work Order not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. **Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.**

D11 REIMBURSABLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

- Permits (from regulatory agencies or any other agency having jurisdiction)
- Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

D12 SPECIFICATIONS

FDOT Standard Specifications and Miami-Dade County specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the referenced specifications, or add its own specifications, on a Work Order by Work Order basis and the Contractor will be advised of any such changes.

D13 AWARD OF PROJECTS

Work Orders will be issued by the Town for all Work. A Work Order may consist of one or more Projects. Work Orders will be issued in one of two ways.

1. Where a Project is based solely on pre-priced line item pricing the Project Manager will calculate the cost of the Project(s) by multiplying the estimated quantities for each line item times the line item price. The Project Manager will then provide the Contractor a written Work Order for the Project(s) and provide it with the spreadsheet used for the calculations (if one is required), the timeframe for completing the Project(s), available drawings (if any), and any additional contract terms and conditions specific to the Project(s) or the Work Order, including but not limited to additional insurance, liquidated damages, etc.

   The Contractor is responsible to visit the site, review any drawings and the spreadsheet, to confirm that the proposed quantities and value stated in the Work Order for the Project(s) is correct. The Contractor may request to meet with Project Manager in the field to review a Work Order. If the Contractor believes that that either the quantities, line items, scope, or other details are incorrectly stated on the Work Order the Contractor is to notify the Project Manager is writing of their findings within forty-eight (48) hours or the Town will consider the Work Order as accepted by the Contractor. The Project Manager will review any recommended revisions and if necessary update the work order. Once updated and forwarded to the Contractor, the Contractor will have twenty-four (24) hours to accept or reject the Work Order. If rejected the Town may have the Work performed by others. Repeated rejections of Work Orders may result in termination of the Contract.

2. If a Project requires work that includes non-pre-priced work, then the Project Manager will request a written Work Order Proposal ("Proposal") from the Contractor. Upon receipt of the Proposal from the Contractor the Project Manager will review the Proposal and either accept, reject or negotiate the Proposal. Once finalized the Project Manager will issue a Work Order for the Work to be performed.

D14 LIQUIDATED DAMAGES

The Town may establish liquidated damages on a Work Order by Work Order basis. Where the Town determines that liquidated damages will apply to a Work Order the amount established will be stated in the Work Order.

The Contractor is obligated and guarantees to complete the Work Order in the established in the Work Order or any approved extension of time the Contractor may be granted by the Project Manager. In the event of a delay in completion beyond the date established in the Work Order, the Contractor must pay to the Town $500.00 or each and every calendar day of unexcused delay, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Work Order.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D15 RELEASE OF LIENS SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2^{nd}) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submits a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Section D8.

Conditional Release of Liens are not accepted by the Town.

D16 PURHCASE 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 and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Section D8.

D17 TOWN FURNISHED DRAWINGS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

D18 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

D19 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Work Order will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Work Order and the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town under a Work Order. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon completion and acceptance by the Town of the Work under the Work Order.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D20 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

D21 STAGING SITE

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

D22 PROJECT HOUSEKEEPING

The Contractor is solely responsible for the following:

- Providing temporary sanitary facilities
- Providing Dust Control Measures during construction, including soil tracking devices (if necessary)
- Provide Debris & Pollution Control – Maintaining project site clean and orderly, providing containers for the disposal of debris, schedule periodic collection and disposal of debris.
- Staging areas must have sediment and erosion control measures installed prior to use.
- All vegetation, debris, concrete, or other unsuitable material shall be disposed of offsite, in an area provided by the contractor.
- Contractor to designate an area within the project limits for concrete truck washout activities. This area shall contain erosion control devices that prevent contact between washout materials and Stormwater and/or surface waters.
- All trenches/excavations shall be adequately covered at the end of the workday.
- Replacing damages made to town or residential properties as a result of the work, including but not limited to sod, driveway approach, driveway, concrete slurry, asphalt damage, tree damage.
- Document work area pre-construction condition.
- Restore work area to existing or better condition.

D23 NPDES REQUIREMENTS

Contractors must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at http://www.dep.state.fl.us/water/stormwater/npdes/. Contractor is

responsible for obtaining, completing, and paying for any required NPDES application or permits that may be required.

D24 WORK ORDER COMPLETION, PUNCH LIST & FINAL COMPLETION

The Work under a Work Order will be complete ("Final Completion") when the Project Manager accepts all of the Work performed under a Work Order. Where the Project Manager determines that additional Work is required to complete a Work Order the Project Manager will create a punch list containing all of the Work to be performed to achieve Final Completion of the Work Order.

The Punch List is to be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Punch List does not relieve the Contractor from completing the remaining Work to the satisfaction of the Project Manager.

The Project Manager and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

D25 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of a Work Order. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of a Work Order.

D26 RECORD SET

For Work Orders where the Town has provided a set of Plans for a Work Order the 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, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, 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 Change Orders, Construction Change Directives, and 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 of the Work Order and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

END OF SECTION

CONTRACT EXECUTION FORM

This Contract 2025-05 made this 26 day of June in the year 25 in an amount not to exceed $2,143,350.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Metro Express, Inc., hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: _____
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: 6/26/2025

Signed, sealed and witnessed in the presence of:

CONTRACTOR

Metro Express, Inc.
(Contractor's Name)

By: _____

By: _____

Name: Delio A Trasobares

Title: President

Date: 6/26/25

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, Metro Express, Inc., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President, (type title of officer)

Delio A. Trassobares, (type name of officer) is hereby authorized and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 24 day of June, 2025.

Corporate Secretary

(Corporate Seal)

METRO EXPRESS, INC. CORPORATE SEAL 1996 FLORIDA

SECTION E. CONTRACTOR'S PROPOSAL

SECTION E. BID FORM

This Bid is submitted on behalf of Metro Express, Inc., (hereinafter "Bidder") located at

(Name of Bidder)

9390 NW 109 St. Medley, FL 33178, submitted on 5/28/25,

(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No.** 2025-05 **for**

Miscellaneous Roadway and Drainage Services

(Solicitation Title)

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or

competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment PS) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. **Do not** convert the MS Excel Bid Form to a .pdf form.

Pricing Details

The estimated quantities stated in Form-PS, the Price Sheet, are those that are anticipated for the first year of the initial three (3) year contract period. The Town anticipates that the quantities for the remaining two years of the initial term of the Contract will be the same the actual budget amounts will be determined on an annual basis. The estimated value for the 1st year is $200,000, which would reflect a potential total value of $600,000 over the initial three (3) year term.

Unit prices for the bid items are intended to establish a total price for completing a Project in its entirety.

The unit prices stated by the Bidder in Form-PS include all costs and expenses for labor, equipment, materials, maintenance of traffic (MOT) swale restoration, clearing and grubbing, demolition, debris removal, disposal, root pruning, preparation, compaction, restoration, temporary striping, inlet protection (Baled Hay, Straw, or Filter Fabric), contractor's overhead and profit. All work and incidental costs are to be included in the unit prices and no separate payments will be made for incidentals.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

Our **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

Total Bid Amount: $ 2,143,350.00

Firm's Name: Metro Express, Inc.

SSN or Federal ID No.: 65-0711071 Telephone No.: 305-885-1330

E-Mail Address: infoametroexpressexp.com Facsimile No.: 305-885-1327

Town/State/Zip: Medley, FL 33178

Printed Name/Title: Delio A. Trasbares, President Signature:

MISCELLANEOUS ROADWAY & DRAINAGE SERVICES					
ITB 2025-05					
FORM PS (BID FORM)					
TOWN ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
T001	FLOATING TURBIDITY BARRIER	LF	50.00	$ 20.00	$ 1,000.00
T002	INLET PROTECTION SYSTEM	EA	10.00	$ 100.00	$ 1,000.00
T003	DRIVEWAY RESTORATION (STAMPED CONCRETE)	SY	20.00	$ 200.00	$ 4,000.00
T004	DRIVEWAY RESTORATION (PAVERS ON SAND)	SY	20.00	$ 200.00	$ 4,000.00
T005	REGULAR EXCAVATION	CY	100.00	$ 25.00	$ 2,500.00
T006	EMBANKMENT	CY	100.00	$ 25.00	$ 2,500.00
T007	FLOWABLE FILL	CY	100.00	$ 250.00	$ 25,000.00
T008	TYPE B STABILIZATION	SY	120.00	$ 18.00	$ 2,160.00
T009	REWORKING LIMEROCK BASE, 4"	SY	120.00	$ 18.00	$ 2,160.00
T010	OPTIONAL BASE, BASE GROUP 04	SY	120.00	$ 30.00	$ 3,600.00
T011	OPTIONAL BASE, BASE GROUP 06	SY	120.00	$ 35.00	$ 4,200.00
T012	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	6,000.00	$ 5.00	$ 30,000.00
T013	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	SY	1,000.00	$ 7.00	$ 7,000.00
T014	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	500.00	$ 6.00	$ 3,000.00
T015	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (1")	SY	6,000.00	$ 28.00	$ 168,000.00
T016	SUPERPAVE ASPHALTIC CONC, TRAFFIC B (2")	SY	500.00	$ 40.00	$ 20,000.00
T017	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22 (1")	SY	5,000.00	$ 28.00	$ 140,000.00
T018	STORM DRAINAGE INLET (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T019	STORM DRAINAGE MANHOLE (TYPE J) - STRUCTURE, FRAME, GRATE (MDC SD 2.6)	EA	2.00	$ 7,500.00	$ 15,000.00
T020	STORM DRAINAGE INLET (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T021	STORM DRAINAGE MANHOLE (TYPE P) - STRUCTURE, FRAME, GRATE (MDC SD 2.7)	EA	2.00	$ 7,000.00	$ 14,000.00
T022	STORM DRAINAGE SWALE INLET (TYPE D-1) - STRUCTURE, FRAME, GRATE (MDC SD 3.1)	EA	2.00	$ 5,000.00	$ 10,000.00
T023	INLETS, CURB, TYPE 9, J BOT, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T024	INLETS, CURB, TYPE P-1, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T025	INLETS, CURB, TYPE P-2, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T026	INLETS, CURB, TYPE P-3, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T027	INLETS, CURB, TYPE P-4, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T028	INLETS, CURB, TYPE P-5, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T029	INLETS, CURB, TYPE P-6, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T030	INLETS, DT BOT, TYPE C,<10'	EA	2.00	$ 7,000.00	$ 14,000.00
T031	INLETS, DT BOT, TYPE D, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T032	MANHOLES, P-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T033	MANHOLES, P-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T034	MANHOLES, J-7, <10'	EA	2.00	$ 7,000.00	$ 14,000.00
T035	MANHOLES, J-7, >10'	EA	2.00	$ 7,500.00	$ 15,000.00
T036	PIPE CULVERT, HDPE, ROUND, 15"	LF	60.00	$ 150.00	$ 9,000.00
T037	PIPE CULVERT, HDPE, ROUND, 18"	LF	100.00	$ 160.00	$ 16,000.00
T038	PIPE CULVERT, HDPE, ROUND, 24"	LF	100.00	$ 180.00	$ 18,000.00
T039	FRENCH DRAIN, 18"	LF	200.00	$ 200.00	$ 40,000.00
T040	FRENCH DRAIN, 24"	LF	100.00	$ 250.00	$ 25,000.00
T041	INLETS, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T042	MANHOLE, ADJUST	EA	10.00	$ 600.00	$ 6,000.00
T043	VALVE BOXES, ADJUST	EA	5.00	$ 600.00	$ 3,000.00
T044	METER BOXES, ADJUST	EA	5.00	$ 300.00	$ 1,500.00
T045	MANHOLE COVER- REPLACE	EA	5.00	$ 1,600.00	$ 8,000.00

T046	REPLACE GRATE	EA	5.00	$ 1,600.00	$ 8,000.00
T047	MANHOLES & INLETS CLEANING & SEALING, <10'	EA	10.00	$ 1,000.00	$ 10,000.00
T048	MANHOLES & INLETS CLEANING & SEALING, >10'	EA	10.00	$ 1,200.00	$ 12,000.00
T049	BOLLARDS (SEE DETAIL)	LF	10.00	$ 1,500.00	$ 15,000.00
T050	CONCRETE CURB AND GUTTER "F" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T051	CONCRETE CURB "D" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T052	CONCRETE CURB "RA" (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T053	VALLEY GUTTER - CONCRETE (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	100.00	$ 35.00	$ 3,500.00
T054	CONCRETE SEPARATOR WITH "A" CURB (INCLUDES DEMO & DISPOSAL OF DAMAGED CURBS IF REQUIRED)	LF	50.00	$ 35.00	$ 1,750.00
T055	CONCRETE NEW EXISTING 4" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 63.00	$ 31,500.00
T056	REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	6,000.00	$ 63.00	$ 378,000.00
T057	CONCRETE NEW EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	200.00	$ 81.00	$ 16,200.00
T058	CONCRETE REPLACE EXISTING 6" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	3,000.00	$ 81.00	$ 243,000.00
T059	CONCRETE NEW EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	250.00	$ 90.00	$ 22,500.00
T060	CONCRETE REPLACE EXISTING 8" THICK SIDEWALK (INCLUDES REMOVAL OF EXISTING SIDEWALK, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, PREPARATION AND RESTORATION)	SY	500.00	$ 90.00	$ 45,000.00
T061	CONCRETE BUS BAY (12" THICK) SURFACE (INCLUDING 10" REINFORCED CONCRETE SLAB WITH #5 REBAR AT 10" O/C EACH WAY, REINFORCED STEEL & MORTAR BED)	SY	100.00	$ 200.00	$ 20,000.00
T062	ROOT BARRIER- 24"	LF	500.00	$ 25.00	$ 12,500.00
T063	PAVERS, ARCHITECHTURAL, ROADWAY	SY	200.00	$ 200.00	$ 40,000.00
T064	PAVERS, ARCHITECHTURAL, SIDEWALK	SY	100.00	$ 200.00	$ 20,000.00
T065	DETECTABLE WARNINGS	SF	100.00	$ 45.00	$ 4,500.00
T066	GUARDRAIL -ROADWAY, GENERAL/LOW SPEED TL-2	LF	200.00	$ 100.00	$ 20,000.00
T067	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	100.00	$ 125.00	$ 12,500.00
T068	GUARDRAIL REMOVAL	LF	10.00	$ 50.00	$ 500.00
T069	GUARDRAIL END TREATMENT- TRAILING ANCHORAGE	EA	2.00	$ 5,000.00	$ 10,000.00
T070	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	2.00	$ 5,000.00	$ 10,000.00
T071	SPECIAL GUARDRAIL POST	EA	10.00	$ 600.00	$ 6,000.00
T072	SPECIAL GUARDRAIL POST- DEEP POST FOR SLOPE BREAK CONDITION- TIMBER OR STEEL	EA	5.00	$ 800.00	$ 4,000.00
T073	PERFORMANCE TURF, SOD (ST. AGUSTINE OR AS DIRECTED BY TOWN)	SY	1,000.00	$ 18.00	$ 18,000.00
T074	TRAFFIC LOOP REPLACEMENT	EA	10.00	$ 5,000.00	$ 50,000.00
T075	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	20.00	$ 650.00	$ 13,000.00
T076	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	20.00	$ 900.00	$ 18,000.00
T077	SINGLE POST SIGN, RELOCATE	EA	20.00	$ 200.00	$ 4,000.00
T078	SINGLE POST SIGN, REMOVE	EA	20.00	$ 100.00	$ 2,000.00

T079	RAISED PAVEMENT MARKER, TYPE B (WHITE/RED, BLUE, OR YELLOW)	EA	500.00	$ 8.00	$ 4,000.00
T080	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T081	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	100.00	$ 5.00	$ 500.00
T082	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	100.00	$ 6.00	$ 600.00
T083	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	100.00	$ 9.00	$ 900.00
T084	THERMOPLASTIC, STANDARD, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	LF	300.00	$ 3.00	$ 900.00
T085	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	LF	50.00	$ 3.00	$ 150.00
T086	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	10.00	$ 800.00	$ 8,000.00
T087	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	10.00	$ 400.00	$ 4,000.00
T088	THERMOPLASTIC, STANDARD, WHITE, YIELD LINE	LF	300.00	$ 3.00	$ 900.00
T089	THERMOPLASTIC, STANDARD,YELLOW, SOLID, 6"	LF	300.00	$ 3.00	$ 900.00
T090	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 12"	LF	50.00	$ 5.00	$ 250.00
T091	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	100.00	$ 6.00	$ 600.00
T092	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 24"	LF	20.00	$ 9.00	$ 180.00
T093	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	LF	300.00	$ 3.00	$ 900.00
T094	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED GUIDE LINE /6-10 DOTTED EXTENSION LINE, 6"	LF	50.00	$ 3.00	$ 150.00
T095	THERMOPLASTIC, REMOVE EXISTING, PAVEMENT TO REMAIN (HYDROBLAST)	SF	300.00	$ 20.00	$ 6,000.00
T096	ADVANCED UTILITY EXPLORATION (SOFT DIGS) - AVG. 10' DEPTH	EA	15.00	$ 3,000.00	$ 45,000.00
T097	NO. 4 STONE	CY	60.00	$ 40.00	$ 2,400.00
T098	LIMEROCK, LBR 100	CY	60.00	$ 40.00	$ 2,400.00
T099	FILL SAND	CY	60.00	$ 40.00	$ 2,400.00
T100	NO. 57 STONE	CY	60.00	$ 40.00	$ 2,400.00
				SUBTOTAL	**$ 1,948,500.00**
	MOBILIZATION (SEE BID ITEM NOTE 6)			10%	$ 194,850.00
	EMERGENCY RESPONSE (SEE BID ITEM NOTE 1)	$ 25,000.00	5.00	0%	$ -
				TOTAL BID AMOUNT	**$ 2,143,350.00**

BIT ITEM NOTES

1. BIDDER IS TO ENTER THE PERCENTAGE VALUE TO IDENTIFY THE ADDITIONAL COST FOR AN EMERGENCY RESPONSE. AN EMERGENCY RESPONSE IS DEFINED AS THE CONTRACTOR MOBILIZING AT THE PROJECT SITE WITHIN TWO HOURS OF NOTIFICATION SEVEN DAYS PER WEEK BETWEEN THE HOURS OF 7:00 AM & 7:00 PM. FOR PURPOSES OF EVALUATION ONLY THE VALUE OF $25,000 HAS BEEN USED FOR A WORK ORDER TO ESTABLISH THE TOTAL COST TO BE USED IN DETERMINING THE LOWEST BIDDER.
2. ALL BID PRICES SHALL BE INCLUSIVE OF ALL LABOR, EQUIPMENT, MATERIAL, MACHINERY, TOOLS, MEANS OF TRANSPORTATION, MAINTENANCE OF TRAFFIC, SUPPLIES, EQUIPMENT, APPLICABLE PERMITTING COORDINATION AND SERVICES, TESTING COSTS, SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.
3. IT IS THE INTENTION OF THE TOWN TO AWARD A CONTRACT TO THE LOWEST RESPONSIBLE BIDDER BASED ON THE TOTAL AMOUNT OF THE BID.
4. CONTRACTOR WILL BE PAID BASED ON ACTUAL WORK PERFORMED.
5. QUANTITIES IN BID FROM ARE BASED ON ESTIMATES ONLY AND ARE NOT INTENDED TO REFLECT THE ACTUAL QUANTITIES REQUIRED. AS SUCH, THE TOWN RESERVES THE RIGHT TO REDUCE QUANTITIES OR SIZES AS NEEDED.
6. MOBILIZATION TO BE PAID ONCE PER WORK ORDER AT 10% OF WORK ORDER SUBTOTAL.
7. ITEMS T001 AND T002 TO INCLUDE MATERIAL, INSTALLATION, AND MAINTENANCE.
8. ITEMS T003 AND T003 TO INCLUDE REMOVAL OF EXISTING, DISPOSAL, DEBRIS REMOVAL, ROOT PRUNING, BASE MATERIAL, PREPARATION AND RESTORATION
9. ITEM T005 TO INCLUDE OFFSITE DISPOSAL OF EXCAVATED MATERIAL, OR TRANPORT TO LOCATION SPECIFIED BY TOWN.
10. ITEMS T005 AND T006 TO MEET FDOT STANDARD SPECIFICATIONS SECTION 120.

11. ITEMS T008, T009, T010, T011 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
12. ITEMS T012, T013, T014, T015, T016, T017 TO INCLUDE MATERIAL, INSTALLATION, FINISH GRADING, TESTING, AND REMOVAL/DISPOSAL NEEDED.
13. ITEMS T023 TO T040 TO INCLUDE MATERIAL, INSTALLATION, TESTING, RESTORATION TO TOP OF SUBGRADE, AND REMOVAL/DISPOSAL OF EXISTING STRUCTURE IF APPLICABLE.
14. ITEMS T041 TO T046 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPLETE RESTORATION AS NEEDED, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
15. ITEM T049, SEE BOLLARD DETAIL.
16. ITEMS T050 TO 61 TO INCLUDE MATERIAL, INSTALLATION, TESTING, COMPACTION OF SUBGRADE, RESTORATION, AND REMOVAL/DISPOSAL OF EXISTING IF APPLICABLE.
17. ITEM T062 SEE ROOT BARRIER DETAIL.
18. ITEMS T063 AND T064, PER FDOT STANDARD SPECIFICATION SECTION 526.
19. ITEM T096, INCLUDE EXCAVATION, BACKFILL, COMPACTION, SUBRAGE AND BASE RESTORATION, AND ASPHALT RESTORATION.
20. ITEMS T097 TO T100 INCLUDES MATERIAL AND DELIVERY TO SITE.

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Public Works requests Council authorize the issuance and/or execution of a purchase order to TPH Holdings LLC dba The Part House, utilizing piggyback contract, EVN0000469, Purchase of OEM and Aftermarket vehicle parts, services and repairs (attached), for the remainder of their contract term, including any extensions through 08/31/2028, in an amount not to exceed $25,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 25/26 Budget pursuant to Section §31.11 (E) (5) of the City Code.

Discussion/Analysis:
The City Fleet Maintenance Department services the vehicle fleet needs of the City, including the Police, Parks & Recreation, Adult Community Center, Public Works, Code Compliance, IT, Sanitation, and Stormwater. The City owns vehicles from various manufacturers (e.g. Ford, Dodge, Chevrolet, Cummins, Petersen, Autocar, etc.). Accordingly, the ability to utilize a pool of vendors provides the City with the option to shop for competitive pricing and/or availability. For these reasons, the blanket purchase

order is needed to fulfill the commitment the fleet department has in abiding by the City procurement policy. Providing these options assists the department remain within budget. Our goal is to minimize the expenses for each department whenever possible.

Funding:

Procurement Roadmap

Pool Number:	EVN0000469
Pool Title	Purchase of OEM/OE Parts, Services, Shop Supplies
Pool Term	8/15/2023-08/31/2028
Contract Officer:	Robert Mendoza
E-mail:	Robert.Mendoza@miamidade.gov

A. Contract / Pool Overview

This pool is for the purchase of Original Equipment Manufacturer (OEM) and Original Equipment (OE) brand replacement parts for Miami-Dade County vehicles as well as shop supplies. This pool further serves to establish a contract for maintenance, repair, modification, purchase and installation services of said vehicles in conjunction with the county.

B. Groups, Brands, and/or Manufacturers:

Group 1: Purchase of OEM and OE Parts for Vehicles by Manufacturer Brands
Group 2: Purchase of Repair/Maintenance, Modification and Installation Services for Vehicles
Group 3: Purchase of On-Site Repair/Maintenance Services for Vehicles
Group 4: Purchase of Miscellaneous Shop Supplies for Vehicle Repairs

C. Spot Market Quote Procedures

Prior to advertisement

•Ensure you are using the latest ITQ template: https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf

•Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.

• Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (insurance@miamidade.gov) with a copy to Odilon.Joseph@miamidade.gov and Maxine.Lodenquai@miamidade.gov for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.

for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements

Prior to award recommendation

• Apply all SBE preferences and local preferences, as applicable.

• Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds $250,000. The Collusion Affidavit shall list all vendors that participated in the process.

• Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at http://intra.miamidade.gov/procurement/vendor-compliance.asp. Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)

• Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages from the recommended vendor and return a copy to Risk Management.

C. Spot Market Quote Procedures (Continued)

At award recommendation

• Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index.

• In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to:_____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)

•When the award value exceeds $25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

Post-Award Recommendation

•Pursuant to Ordinance 23-28, Any contract award for goods and services exceeding $5,000,000 under a prequalification pool is subject to Board ratification. Each client department is responsible for ratification of their spot markets under the Ordinance.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Advantage Golf Cars, SEFL, LLC	85-1275647	13161 NW 43 Ave Opa Locka, FL	Rick Mercier	786-233-8633	Rick@advantgegolfcars.com	1, 2, 3 and 4
Alta Enterprises, LLC (Alta Construction Equipment Florida, LLC d/b/a Flagler Construction Equipment)	82-3166837	5210 Reese Rd, Davie FL	Jorge Correa - Branch Mgr	954-581-4744	jorge.correa@altg.com	1 and 2
			Roberto Garza - Parts Mgr	786-409-8275	roberto.garza@altg.com	
			Yoan Borrego - Service Mgr	954-540-3817	yoan.borrego@altg.com	
			Francisco Nicasio - PSSR	754-228-2659	francisco.nicasio@altg.com	
Altec Industries, Inc	63-0362926	210 Inverness Center Dr Birmingham, AL	Casey Stanton	704-245-3056	Casey.Stanton@altec.com	1, 2, and 3
Bachrodt FT, LLC d/b/a Palmetto Ford of Miami	86-2002242	7245 NW 36th St Miami, FL	Joshua Glendale	305-766-2183	jglendale@palmettofordtrucks.com	1 and 2
Broward Motorsports of Miami, LLC	93-1456038	6400 W 20th Ave Hialeah, FL 33016	Anthony M Bruni	305-557-1311	anthonyb@browardmotorsports.com	1 and 2
Broyhill Equipment, LLC	88-1980046	One North Market Square Dakota City, NE	Tammy Steemken	402-987-3412 ext. 132	tammy.steemken@broyhill.com	1
Crane Equipment Mfg Corp	93-0985007	33740 Seavey Loop Road Eugene, OR	Kelly Makinson	541-746-9681	Kelly@Grizzlycranes.com	1
Deutz Corporation d/b/a Deutz Power Center Florida	39-0490439	3883 Steve Reynolds Blvd Norcross, GA	Xavier Moran	561-437-6192	Xavier.moran@deutz.com	1, 2, and 3
Dobbs Equipment LLC	82-2505079	4343 NW 77th Ave Miami, FL	Roberto Olivastri	786-229-4613	Roberto.Olivastri@dobbsequipment.com	1, 2, 3 and 4
			Jose Lopez	786-376-4481	jose.lopez@dobbsequipment.com	
			Ana Delgado	786-229-4497	ana.delgado@dobbsequipment.com	

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
EFE, Inc d/b/a Everglades Equipment Group	59-1000566	127 N Krome Ave Florida City, FL	Terence Manweiler	305-247-9886	tmanweiler@efe1963.com	**1 and 2**
Environmental Products Group, Inc	59-3757718	700 Hermit Smith Rd Apopka, FL	Michael Langhoff	920-420-6411	mlanghoff@myepg.com	**1, 2, and 3**
Equipment Sales of South Florida, LLC	46-0753773	12355 SW 129th Ct Ste 8 Miami, FL 33186	Lance Cooper	305-256-9433 (Office) 305-542-8434 (Cell)	bids@e-quipmentsales.com	**1, 2, 3 and 4**
Florida Coast Equipment, Inc	59-2490149	4801 NW 77th Ave Miami, FL	Pedro Meneses - Parts Mgr	305-592-7890	pmeneses@floridacoasteq.com	**1 and 2**
		1995 NE 8th St Homestead, FL	Anita Boodhwa - Parts Mgr	786-733-6224	aboodhwa@floridacoasteq.com	
			Junior Garcia - Service Mgr	786-733-6224	jgarcia@floridacoasteq.com	
		2695 SW 64th Ave Davie, FL	Stephan Moise - Parts Mgr	954-916-1020	Smoise@floridacoasteq.com	
			Jody Cabral - Service Mgr	954-916-1020	jcabral@floridacoasteq.com	
Florida Transportation Systems, Inc	36-3285618	6041 Orient Tampa, FL	Jeff Slack	407-747-0870	Jeff.Slack@fts4buses.com	**1 and 2**
Ford Midway Mall, Inc d/b/a Midway Ford	59-1940000	8155 West Flagler St Miami, FL	Tony Garcia	305-788-7808	Tgarcia@midwayfordmiami.com	**1 and 2**
Genuine Parts Company, Inc. d/b/a NAPA Auto Parts	58-0254510	2999 Circle 75 Pkwy Atlanta, GA	Valentin Diaz	305-987-1245	Valentin_Diaz@napasalesteam.com	**1**
Gillig, LLC	26-3085364	451 Discovery Drive Hayward, CA	Gabriel Avila	510-264-5178	Gavila@gillig.com	**1**

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Glades Parts Company, Inc d/b/a Original Equipment Miami	59-1511962	1348 S Main St. Belle Glade, FL	Darryl Miele	561-996-5501	darryl@oeprts.com	1 and 4
Gus Machado Ford, Inc	59-2336101	1200 W 49th St Hialeah, FL	Amable Valle	305-820-2594	Avalle@gusmachadoford.com	1 and 2
Hydradyne, LLC	45-0503353	8501 NW 64th St Miami, FL 33166	Oscar Perez	850-445-9912	Operez@hydradynellc.com	1 and 2
Hydraulic Sales & Service, Inc	59-1692614	3700 NW S. River Dr Miami, FL 33142	Fred Orig	305-542-2618	fredo@hydraulicsales.com	1 and 2
Jack Lyons Truck Parts, Inc	59-1897294	8482 NW 96th St Medley, FL	Jack Lyons III	305-884-4222	jack3@jltp.com	1 and 2
Joe Blair Garden Supply, Inc	59-1026947	320 NE 79th St Miami, FL	Jonathan Shoaf	305-757-5554	jonathan@joeblairlawnmower.com david@joeblairlawnmower.com	1, 2, 3 and 4
Kassbohrer All Terrain Vehicles, Inc	01-0492044	10 Curtis Court SW Cartersville GA, 30120	Heike Tate	(770) 386-6984	parts@powerbully.com	1 and 2
Kelly Tractor, Co	59-0197630	8255 NW 58th St Miami, FL	Greg Bennett	305-592-5360 (Office) 786-579-2651 (Direct) 786-229-7037 (Cell)	greg_bennett@kellytractor.com	1, 2 and 3
Kirks Automotive, Inc.	38-1861184	9330 Roselawn St Detroit, MI	Billy Gaylor	313-413-8927	billy@kirks.com sales@kirks.com	1
Knapheide Truck Equipment Southeast	20-2020601	2900 NW 73rd St Miami, FL	Jorge Guerrero	786-575-0611	jguerrero@knapheide.com	1 and 2
KVP Enterprises, Inc d/b/a Expert Diesel	65-0088563	4700 Oakes Rd Ste G Ft. Lauderdale, FL	Roberto Ruiz	786-251-0302/ 954-583-2400	mc@cumminsexpert.com	1 and 2
Lenco Industries, Inc	04-2719777	10 Betnr Industrial Dr, Pittsfield MA	Dave Pfeiffer	413-443-7359	parts@lencoarmor.com	1

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Linder Industrial Machinery Company	59-0694097	20900 Taft St Pembroke Pines, FL	Frank Perdomo	561-400-1565	Frank.Perdomo@linder.com	1, 2 and 3
Miami Alec's Truck Accessories, LLC d/b/a Alecs Truck Trailer & RV	26-3911104	17110 S Dixie Hwy Miami, FL	Austin Silverstein	305-234-5444	austin@alecstruck.com	1 and 2
Miami Lakes AM LLC d/b/a Miami Lakes Automall	27-2463679	16600 NW 57 Ave Miami Lakes, FL	Jack Kelly	954-914-1540	Jack.Kelly@miamilakesautomall.com	1 and 2
National Auto Parts Warehouse, LLC	65-0279358	5801 E 10th Ave Ste 112 Hialeah, FL	Jorge Correa	786-814-9311	jcorrea@npwcompanies.com	1
Nationwide Haul, LLC	45-5403194	2221 NW 22nd St Miami, FL	Pablo M. Rodriguez	305-632-1017	Pablo@nationwidehaul.com	1
Neopart Transit, LLC	36-4830017	5 Dutch Court Sinking Springs, PA	Brett Loughley	888-332-2606 ext 110	Bloughley@neoparttransit.com	1
Nexpro Trucks & Equipment Corp.	84-2345889	8190 Commerce Way Miami Lakes, FL	Charles Brewer	786-602-3384	cbrewer@nexprotrucks.com	1 and 2
Pats Pump & Blower, LLC	04-3769717	6900 NW 51st St Miami, FL	Javier Fernandez	407-841-7867 786-784-5501 (Mobile)	javierf@patspump.com	1, 2, 3 and 4
			Kevin Fender	407-841-7867 407-468-4094 (Mobile)	kfender@patspump.com	
Peterbilt Store South Florida, LLC d/b/a Peterbilt Store Miami-Dade	853611550-01	8440 NW 58th Street Doral, FL 33166	Jeff Arscott	786-785-4400	Jarscott@thepetestore.com	1
Peterbilt Store South Florida, LLC d/b/a Peterbilt Store Fort Lauderdale	853611550-02	2441 S. State Road 7, Fort Lauderdale, FL 33317	Jeff Arscott	954-584-3200	Jarscott@thepetestore.com	2

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Power Brake Exchange 1, LLC	884191735	5220 NW 72nd Ave #6 Miami, FL 33166	Jose Longo	305-635-1120	josepowerbrakes@yahoo.com	1
Rechtien International Trucks, Inc	59-2044408	7227 NW 74th Ave Miami, FL	Andy Almeida (Parts)	305-525-8915	aalmeida@rechtien.com	1 and 2
			Rafael Novelo (Parts)	956-212-7334	rnovelo@rechtien.com	
			Abraham Canton	772-204-4506	acanton@rechtien.com	
			David Perez	305-519-1387	dperez@rechtien.com	
Ring Power Corporation	59-0934246	2700 N Powerline Rd Pompano Beach	Bob Duenas	954-531-5682	bob.duenas@ringpower.com	1 & 2
Riva Motorsports Miami, Inc	27-1120175	11995 SW 222 St Miami, FL 33170	Eric Knobel	305-258-2000 Ext 2022	Erick@rivamiami.com	1, 2 and 3
Romaine Electric Corp	80-0565086	8811 S 208th St Kent, WA	Casey Haskin	800-426-5005	rexcobid@romaineelectric.com CaseyHaskin@romaineelectric.com	1
Rose Spring Corporation	59-2723490	7340 NW 70th St Miami, FL	Enrique Vinas	305-885-5715	ubolts2@rosespring.com	1 and 2
SBL Freightliner, LLC	46-4085709	9900 NW 77th Ave Hialeah, FL	Mark Knauss	770-786-2303	mknauss@freightlinerfl.com	1 and 2
			Richard Shick	954-461-2919	Rshick@vtpgo.com	
SSES Inc d/b/a Southern Sewer Equipment Sales	65-0267110	3409 Industrial 27 St. Fort Pierce, FL	Drew Denmon	800-782-4134	info@southernsewer.com	1 and 2
Stewart & Stevenson FDDA, LLC	36-4772928	2277 NW 14th St Miami, FL	Lazaro Rabelo	305-637-1574	L.rabelo@kirbycorp.com	1, 2, and 3
Sunbelt Waste Equipment, LLC	84-4109326	2201 NW 22nd St Pompano Beach, FL	Mario (Mickey) Chavez	561-441-3174	Mickeychavez@sunbeltwaste.com Office@sunbeltwaste.com	1 and 2

D. Awarded or Pre-qualfied Vendors:

Vendor's Name	FEIN No.	Address	Point of Contact	Phone Number	Email Address	Group(s)
Ten-8 Fire & Safety, LLC	59-2812764	2904 59th Ave Dr East Bradenton, FL	Jerry DeYoung	561-723-6556	jdeyoung@ten8fire.com	1, 2 and 3
Tim Halpin Equipment Corp	59-2796492	5670 NW 78th Ave Doral, FL	Tim Halpin Jr	305-591-3164	timjr@timhalpin.com	1 and 2
TMCAA Inc d/b/a Alligator Alley Harley Davidson	84-3235539	201 International Parkway Sunrise, FL	Stephen Otton	954-414-4135	stephano@alligatoralleyharley.com	1 and 2
Total Truck Parts, Inc	01-0552789	7270 NW 43rd St Miami, FL	Dale Haywood	786-412-2788	Dhaywood@totaltruckparts.net. Dehaywood@gmail.com	1 and 2
TPH Holdings, LLC	81-4550535	10321 Fortune Parkway Bldg 400 Jacksonville, FL	Richard Kilpatrick	727-573-1580 ext 3818 727-647-0933	rkilpatrick@thepartshouse.com	1 and 4
Trailer Tech Miami, Inc	45-3033133	4620 NW 73 Ave Miami, FL	Adrian Pazos	305-463-7844	info@trailertechmiami.com	1 and 2
Truckmax, Inc	65-0731268	6000 NW 77th Ct Miami, FL	Jeff Wyman	305-216-7169	jwyman@truckmax.com	1, 2 and 3
Vehicle Maintenance Program, Inc	52-1574460	3595 North Dixie Highway Bay 7 Boca Raton, FL	Lindi Brooks	561-362-6080	lindi@vmpparts.com	1
Vermeer Southeast Sales and Service, Inc	59-1156297	428 Ocoee Apopka Rd, Ocoee, FL 34761	David Kintz	561-215-0316	Davidkintz@vermeersoutheast.com	1 and 2
W.W. Grainger, Inc.	36-1150280	2255 NW 89th Pl Doral, FL 33172	Martha Martinez	786-897-6017	martha.martinez@grainger.com	1 and 4
Wastebuilt Environmental Solutions, LLC	46-1469770	3001 West Copans Rd Pompano Beach, FL 33069	Melissa Previte (Parts Mgr) David King (Service Mgr)	954-876-7023 Ext 671 954-794-7573 Ext 683	mprevite@wastequip.com dking@wastequip.com	1 and 2

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
02204	Brush Chipper, Cutter and Saw Parts
02213	Cultivating Equipment Parts
02215	Cutter and Shredder (Mower), Flail, Rotary, Reel, and Sickle Bar Parts
02230	Fertilizer Distributor Parts
02241	Harvesting Equipment Parts
02242	Haying Equipment Parts
02243	Herbicide, Insecticide and Fungicide Applicator and Distributor Parts
02249	Implement Parts for John Deere
02250	Implement Parts for Kubota
02251	Implement Parts for Ford
02253	Implement Parts for International Harvester
02254	Implement Parts, Kubota
02258	Implement Parts for other Farm Equipment
02262	Irrigation System Parts, Agricultural
02271	Processing Machinery Parts, Environmental
02273	Posthole Digger (Tractor Mounted) Parts
02280	Tractor (Farm and Garden) Parts
02282	Tree Spade and Forestry Equipment Parts
02295	Unloader and Elevator (Grain) Equipment Parts
02297	Wagon Parts
02510	Compressor, Bare Unit (Not Mounted or Powered), 15 HP and less
02520	Compressor, Bare Unit (Not Mounted or Powered), over 15 HP
02530	Compressor, Base or Tank Mounted, Electric Motor or Engine Driven, 15 HP and less; and Parts
02540	Compressor, Base or Tank Mounted, Electric Motor or Engine Driven, Over 15 HP; and Parts
02543	Compressor, High Pressure, All Sizes and Models
02545	Compressor, Portable, Electric Motor or Engine Driven, 5 HP and less; and Parts
02550	Compressor, Portable, Electric Motor or Engine Driven, over 25 CFM at 100 PSI; and Parts
02555	Dryers, Desiccant Air
02560	Filters, Air Gauges and Valves, Pressure Regulators, Shock Mounts, etc.
02570	Moisture Separators, Non-Refrigerated
02580	Moisture Separators, Refrigerated
02585	Motors, Air Compressor
05502	Air Bags, Automotive
05504	Air Conditioners and Parts
05505	Anti-theft and Security Devices, Automotive
05506	Automobile Top Carriers
05508	Belts, Safety; and Child Restraint Systems

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
05510	Brake Adjusters
05511	Bug Screens and Protective Shields, Vehicle
05512	Cameras, Video, Automotive
05515	Chains and Traction Belts, Tire
05516	Consoles, Police Vehicle (Includes Controls for P.A., Sirens, Warning Devices)
05517	Console Accessories, Emergency Response Vehicles
05518	Controls (For the Physically Impaired)
05520	Conversion Kits and Systems for CNG, LPG, etc. Gases
05521	Couplings and Hitches
05524	Cushions and Covers, Seat, Automotive
05527	Emergency Kits for Vehicles Including First Aid Kit, Tools, etc.
05528	Fans, Cab
05530	Fifth Wheels
05532	Gauges, Automotive (Incl. Speedometers)
05533	Grease Guns, Automotive
05534	Generators, 110V (Attached to and Operated by Automotive Engine)
05535	Global Positioning Systems for Tracking Vehicles
05536	Grille Guards and Crash Cushions
05537	Headlights, Accessories and Parts (Including Lamps)
05538	Heaters, Defrosters, and Defogging Systems
05539	Immobilizer Devices, Vehicle
05540	Interior Trim Items, Vehicle
05543	Labeling Systems, Automotive Type
05546	Lights and Lens: Back-up, Stop, Tail, and Parking
05548	Lights and Lens: Clearance and Marker, (Including License Plate Lights)
05551	Lights and Lens: Directional and Turn Signal
05554	Lights and Lens: Emergency, Flood, Trouble and Spotlights
05556	Lights and Lens: Miniature, Automotive
05557	Lights and Accessories: Flashing, Light Bars, Revolving, and Warning (Including Strobe/Warning Lights)
05558	Lights and Lens, Automotive (Not Otherwise Classified)
05561	Mats, Floor (See 760-56 for Heavy Equipment Type)
05564	Mirrors, Rearview, Interior and Exterior
05566	Moisture Separators
05567	Mounting Hardware, Automotive: Laptops, GPS, Cameras, Electronic Devices, etc.
05568	Monitors, Computerized and Wireless (Including Equipment Utilization, Engine/Driver Performance, Brakes, Lights, RPM, Temperature, etc.)
05569	Organizers (Cup Holders, Tissue Dispenser, etc.)
05570	Power Takeoff

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
05572	Propane/Butane or Natural Gas Conversion Equipment
05574	Racks, Vehicle (Gun, Hat, etc.)
05575	Reel Assembly, Cable, Vehicle Mounted
05576	Reflectors
05578	Seats and Parts, Automotive
05579	Sirens, Horns and Back-up Alarms
05582	Splash Guards
05583	Switches and Flashers, Automotive
05585	Tanks, Fuel, Auxiliary
05586	Tanks and Miscellaneous Accessories and Parts (Not Otherwise Listed)
05588	Tops and Covers (For Short Wheelbase Vehicles)
05589	Warning Devices, Triangular (Including Slow Moving Vehicle Signs)
05590	Wheelchair Lift and Accessories, Vehicle-Mounted
05591	Vehicle Safety Systems (Including Collision Avoidance and Impact Sensing)
05595	Recycled Automotive Accessory Items
06001	Adapters and Clevises, Automotive Parts
06003	Antifreeze
06006	Axles, Trailers and Trucks, Tandem and Single
06009	Batteries and Charging Stations For Electric Vehicles (Including Recycled Types)
06012	Batteries, Storage (Including Electrolyte and Recycled Types)
06015	Brakes, Electric Controller
06018	Brake Fluid, Hydraulic
06021	Brakes, Repairs, and Replacements (Not Electric Controller)
06023	Bushings and Related Items
06024	Cables, Looms, and Terminals (Incl. Fuse Holders) (See 280-75 for Cable and Wire Ties)
06027	Cement, Radiator
06033	Clamps, Hose
06035	Cooling System: Radiators, Complete and Cores; Thermostats; Water Pumps; etc.
06036	Electrical Accessories: Alternators, Ammeters, Distributors, Generators, Regulators, Starters, etc.
06037	Electrical Parts (Not Ignition) (Not Otherwise Classified)
06038	Engines, Diesel (Automotive) and Replacement Parts
06039	Engines, Dual Fuel, Automotive and Replacement Parts
06040	Engines, Gasoline: Complete, Short Block, and Parts
06041	Exhaust System: Clamps, Exhaust Pipes, Mufflers, Tailpipes, Catalytic Converters, etc.
06042	Filters: Air, Fuel, Oil, Power Steering, Transmission and Water, and PCV Valves
06045	Fittings (For Copper Tubing)
06046	Front End Alignment Parts and Accessories (See 075 for Equipment)
06047	Fuel System: Carburetors and Kits, Fuel Pumps, Tanks and Caps, etc.

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
06050	Fuses, Automotive
06054	Gaskets and Gasket Material, Automotive
06057	Glass and Supplies: Door, Windshield, etc.
06058	Governors, Engine and Road Speed
06060	Hose and Hose Fittings: Brake, Heater, Radiator, Vacuum, Washer, Wiper, etc.
06061	Hydraulic System Components and Parts
06063	Ignition System: Coils, Condensers, Points, Rotors, Spark Plugs (Not Aircraft), Spark Plug Wires, etc.
06064	Lubricating System and Parts (See 060-42 for Filters and Class 075 for Equipment)
06065	Power and Drive Train Components and Parts
06066	Parts and Accessories, Automotive, Miscellaneous (Not Otherwise Classified)
06067	Recycled Automotive Parts
06069	Remanufactured Engines, Transmissions, Differentials and Rear Axle Assemblies
06070	Replacement Parts for Chrysler (Mopar)
06071	Replacement Parts for Ford
06072	Replacement Parts for General Motors
06073	Replacement Parts for International Harvester
06074	Replacement Parts for other than Chrysler, Ford, General Motors, and International Harvester
06075	Retread Rubber
06078	Retreading Equipment
06079	Seals and O-Rings
06083	Shock Absorbers, Struts, etc.
06084	Springs, Leaves, Suspensions, etc. (Incl. Sway Bars)
06086	Steering Components and Parts
06087	Tire and Tube Repair Items and Vulcanizers
06093	Tire Sealing Compound
06094	Transmissions, Standard and Automatic (Including Clutch Assemblies and Parts)
06095	Wheel Bearings and Seals
06096	Wheels and Rims (Including Wheel Covers and Hubcaps)
06097	Windshield Wiper and Washer Assemblies, and Parts (Including Windshield Washer Fluid)
06505	Aerial Ladders and Towers (Including Buckets for Personnel)
06507	Bodies and Parts, Passenger Cars
06508	Bodies, Animal Control
06510	Bodies, Utility
06512	Body and Frame Parts, Including Bed Extenders (Not Otherwise Classified)
06515	Bookmobile Bodies
06516	Brush Guards, Truck
06517	Bus Bodies, School

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
06523	Cement Truck Bodies
06525	Covers, Camper Shells, Load Covers, etc. (For Trucks)
06527	Derrick, Digger, Truck Mounted
06530	Dump Bodies, Hoist Subframes, etc.
06534	Fire Protection and Crash Rescue Bodies
06535	Flat Bed Bodies
06540	Grain Bodies
06543	Handles, Grab
06544	Hatches, Roof (For Ventilation, Emergency Exit, etc.)
06545	Headache Racks (For Truck Bodies)
06550	Ladder Rack Bodies
06555	Livestock Bodies
06560	Milk Delivery Bodies
06562	Mobile Service and Lubrication Bodies
06565	Oil Field Bodies
06566	Ordnance (Explosive) Disposal Bodies
06567	Platform Bodies (Including Elevating Type)
06568	Powerlift Tailgate
06569	Pickup Truck Bodies
06570	Refrigerated Bodies
06572	Recycled Automotive Body Accessories and Parts
06575	Refuse/Garbage Collection Bodies and Parts
06578	Sewer/Catch Basin Cleaning Body and Equipment
06579	Spreader Boxes
06580	Stake Bodies and Parts
06583	Tanker Truck Bodies
06584	Tarpaulins for Truck Bodies (See 450-15 and 77 for Other Types)
06585	Tool Compartment Boxes (For Trucks)
06586	Truck Bodies and Parts (Not Otherwise Classified)
06587	Truck Bed Liners
06588	Trailer Bodies and Parts (Including Access Steps and Ladders)
06590	Van Truck Bodies
06592	Water Tank Bodies
06594	Winches and Cranes, Automotive
06595	Wrecker Bodies
07501	Air Powered Shop Tools, Regulators, and Parts
07502	Alarm Systems, Visual and Audio (For Electrically and Mechanically Operated Doors)
07503	Aligners, Balancers, and Accessories, Wheel

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
07506	Battery Chargers and Testers, Automotive (See Also Class 726)
07508	Brake Bench Stands
07510	Brushes and Cleaning Compounds, Automotive Cleaning
07512	Carbon Removing Tools
07514	Cements (For Chromated Felt, Gaskets, Trim, and Weather Strip) and Gasket Shellac
07517	Chamois and Sponges (Including Car Wash Mittens and Windshield Squeegees)
07519	Cleaning and Washing Equipment, Steam, Cold and Hot Water Pressure and Jet Types, Portable and Stationary (Also See 075-49)
07520	Crankshaft Truing and Engine Stands
07522	Creepers
07524	Diagnostic Instrument System for Vehicle Emission Testing
07525	Dynamometers
07527	Fender Covers
07528	Files, Ignition, Tungsten Point
07529	Flush and Fill Equipment and Tools (For Automatic Transmissions, Cooling Systems, Power Steering Systems, etc)
07531	Grinders, Cylinder Hone and Valve Seat; Portable Boring Machines; Hones; and Boring Bars
07533	Hand Tools, Automotive Air Conditioning (Including Refrigerant Charging Equipment)
07534	Hand Tools, Body Rebuilder's
07535	Hand Tools, Special Automotive: Brake Tools, Body and Fender Dollies, Hand Operated Pullers, Mechanic's Inspection Mirror, etc. (For Hardware See Class 450)
07536	Hose, Exhaust (For Shop Use Only)
07538	Hydrometers, Antifreeze and Battery
07539	Inspection Systems, Under Vehicle Type
07541	Jacks, Safety Stands, Portable Cranes, and Parts (For Automobiles, Trailers, Trucks, and Transmissions)
07542	Lights, Drop, and other Remote Work Lights (With Cords)
07543	Lathes, Armature and Brake Drum
07544	Lifts and Hoists, Floor Type: Electric, Hydraulic, or Pneumatic
07546	Lubrication Equipment: Guns, Hoses, Fittings, Lubricators, Oil Pumps, etc. (Including Oil Filter Presses)
07547	Mechanic's Equipment and Tools (Not Otherwise Classified)
07548	Mechanic's Wire
07549	Parts Washing Equipment Including Air Agitated and Pump Agitated (Also See 075-19)
07550	Oil Analysis and Diagnostic Equipment
07554	Presses and Pullers, Machine Powered (Including Frame Alignment)
07555	Reclamation Equipment, Automotive (Including Refrigerant Recovery)
07556	Recycled Automotive Products (Not Otherwise Classified)
07557	Reel and Hose Assemblies, Air and Water Dispensing

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
07560	Refinisher Products (Including Polish and Body Filler, For Paint See Class 630)
07563	Relining Equipment (For Brakes)
07564	Shop and Mechanic's Equipment and Supplies, Recycled
07565	Spark Plug Cleaner and Tester, Electric
07566	Specialty Products: Carburetor Cleaning Compound, Radiator Flush and Stop Leak,Transmission Sealing Compound, Water Pump Lubricant, Windshield Washer Solvent, etc.
07567	Spring Tester (To Balance Valve Springs, etc.)
07568	Spill Containment, Clean-Up, and Hazardous Waste Elimination System (For Vehicle Maintenance and Repair Work)
07569	Starting Equipment, Vehicle (Equipment Battery, Not Battery to Battery)
07572	Tachometer (With Wheel for Speed Recording)
07578	Testers: Engine Analysis, Headlight, Ignition, Timing, Compression, Oscilloscopes, Stroboscopes, etc.
07581	Tire Changing Equipment
07583	Tire Changing Tools and Accessories: Lug Wrenches, Tire Gauges, Tire Mounting Lubricant, Tire Pumps, etc.
07584	Tire Storage Racks
07585	Tire Treatments, Anti-skid
07587	Tow Bars, Chains, Ropes and Straps
07589	Training Aids and Instructional Equipment and Supplies, Automotive
07590	Undercoater Equipment and Accessories
07592	Undercoating Compounds
07594	Wheel Chocks (Blocks)
07595	Valve Grinding Compounds
07596	Vehicle Washing Systems, Automatic, Stationary
07597	Windshield Replacement Tools
10512	Ball Bearings and Parts
10518	Bearing Assemblies (Including Hanger Bearings and Custom-Made Bearings)
10530	Bearings and Parts (For Marine Equipment)
10532	Bearings, Various Types (Not Otherwise Listed)
10536	Journal Boxes
10548	Pillow Blocks (For Bearings)
10558	Recycled Bearings
10560	Roller and Needle Bearings and Parts, Straight
10572	Roller Taper Bearings and Parts
10584	Sleeve Bearings and Parts
11009	Accessories: Dressing, Hooks, Laces, etc.
11013	Belts, Recycled

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
11018	Conveyor and Elevator: Canvas and Duck
11022	Conveyor and Elevator: Neoprene, Plastic, and Rubber
11033	Flat Belts, Automotive and Lawn Mower (Serpentine) Plain and Grooved, Rubber
11040	Power Transmission, Canvas or Duck
11048	Power Transmission, Leather
11056	Power Transmission: Neoprene, Plastic, and Rubber
11063	Recycled Automotive and Industrial Belts
11074	V-Belts, Automotive Fan and Generator
11082	V-Belts, Industrial
11090	V-Belts, Fractional Horsepower
11095	V-Belts, Wedge Type, Oil and Heat Resistant, and Static Conducting
12008	Airboats and Inflatable Boats
12009	Anodes, Including Parts and Accessories
12010	Anchors
12013	Battery Boxes and Battery Chargers, Marine
12018	Boat Components (Not Otherwise Classified)
12019	Boat Fenders
12020	Boat Ramps and Parts
12033	Depth Finders or Indicators
12036	Electrical Accessories and Parts, Marine
12040	Fuel Tanks, Boat
12043	Hydraulic Systems, Marine
12044	Hardware, Fittings, Parts, and Supplies, Boat (Except Spark Plugs)
12050	Lights, Beacon and Signal
12052	Lights, Marine Navigation, Boat
12056	Motor and Engine Parts and Accessories (Miscellaneous), Marine
12057	Motors, Marine, Electric
12058	Motors, Inboard, Diesel, Marine
12059	Motor Conversion Unit (Outboard Propeller to Jet Water Drive)
12060	Motors, Inboard, Gasoline
12062	Motors, Outboard, Diesel
12063	Motors, Outboard, Gasoline
12064	Navigation Instruments, Marine: Compasses, Sextant, etc. (For Electronic Navigation Equipment See Class 220)
12065	Nets and Repair Supplies, Marine
12067	Nets and Repair Supplies (For Wildlife Trapping)
12074	Pumps, Marine
12075	Propellers (For Inboard and Outboard Motors)
12082	Sails (Including Components and Accessories)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
12088	Tools, Marine Hull and Engine
12090	Trailers, Boat
12096	Water Safety Equipment and Supplies (Not Otherwise Classified: Rope, Float Lines, etc.)
12097	Winches and Lifts, Boat (Including Windlasses)
14005	Blocks, Brush
14015	Brush Manufacturing Machinery and Parts
14018	Brush Manufacturing Tools
17515	Cleaning Equipment and Supplies, Laboratory
17574	Reagents and Chemicals, Ultrapure (Meeting Higher Standards than Ordinary Reagent Grade, etc.)
19018	Acids, Mineral: Boric, Hydrobromic, Hydrochloric, Sulfuric, etc.
19025	Alcohols: Ethyl, Isopropyl, Methyl, etc., and Glycerine
19036	Chemicals, Bulk (Not Otherwise Itemized)
19068	Oxidizing and Bleaching Agents
19080	Silicone Fluids
19090	Solvents (Not Otherwise Itemized)
19210	Aromatic Hydrocarbon Mixtures (Cleaning Solvents)
19217	Chemical Spill Solvents and Detergents
19218	Cleaners, Miscellaneous, Not Otherwise Listed)
19220	Cold-Tank and Soak-Tank Cleaners (For Heavy Duty Shop Use, etc.)
19255	Nonflammable Solvent Mixtures (Safety Solvents)
19265	Paint Spray Booth Compounds, Water-Soluble
19284	Stripping Solvents (Not Otherwise Classified)
19285	Surface-Active Agents: Emulsifiers, Wetting Agents, and One-Component Nonionic Detergents (See Also Class 180)
28016	Bare Cables and Wires: Type ACSR, Bare Copper, Bare Aluminum, etc.
28511	Capacitors, Motor Starting and Running
28517	Conduit and Fittings, Fiber and Asbestos-Cement
28518	Conduit and Fittings, Cast Iron and Malleable Iron
28519	Conduit and Fittings, Plastic/PVC
28520	Conduit and Fittings, Fiberglass
28521	Conduit and Fittings, Aluminum
28522	Conduit and Fittings, Rubber
28523	Conduit Fittings, Steel: Boxes, Bushings, Clamps, Connectors, Covers, Locknuts, Straps, etc.
28524	Conduit and Fittings, Brass, Bronze, and Copper
28525	Current Collection Equipment and Accessories, Electrical
28526	Conduit, Steel
28527	Control Devices, Lighting (Including Photocells, Multiple Relays, Lighting Contactors)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
28534	Fuses, Fuse Blocks and Holders, Links, etc.
28535	Gaskets, Meter
28540	Grounding Rods and Fittings
28541	Hose, Protective Line
28542	Insulation Materials and Insulators: Compounds, Varnish, etc.
28543	Induction Heating Equipment, Parts and Accessories
28552	Lamps: Portable, Shop, and Work Site
28564	Motor Controllers, Contactors, Push Button Stations, Relays, Safety Switches, Starters, Coils and Brushes
28568	Motors and Parts, Fractional H.P. Electric (Incl. Remanufactured)
28570	Motors and Parts, Integral H.P., Single Phase, Electric (Incl. Remanufactured)
28571	Motors and Parts, Integral H.P., Three Phase, Electric (Incl. Remanufactured)
28572	Resistors (Non-Electronic)
28573	Relays (Non-Electronic)
28579	Switches, Parts and Accessories (Miscellaneous)
28586	Transformers, Power Distribution (Including Fluid Filled, Pad and Pole Mount)
28587	Transformers, Power, Electric Sub-Station
28594	Voltage Regulators
28595	Wiring Devices: Adapters, Caps, Connectors, Extension Cords, Fluorescent and HP Starters, Outlets, Plates and Covers, Plugs, Receptacles, Safety Cord Lock, Switches, Terminals, etc. (Incl. Recycled Electrical Products, Supplies)
28718	Chemicals for Electronics Use: Antistatic, Cleaning, Degreasing, Etching, Metal Stripping, Solvent, etc.
28724	Circuit Boards, Modular, Printed (PCB), and Proto
28725	Circuit Board Production Equipment (For Etching, Cleaning, Drilling, etc.)
28742	Microprocessors (CPU Chips, etc.)
28771	Semiconductors, Parts, and Accessories
32010	Anchors, Expansion Shields, Molly Bolts, Plugs, Toggle Bolts, U-Bolts, etc.
32020	Bolts, Steel
32022	Bolts, Metal or Other Material (Not Steel)
32024	Box Stitching Machines, Wire, and Parts
32035	Cotter Pins, Clevis Pins, Dowel Pins, Spring Pins, Taper Pins, and Woodruff Keys and Snaps
32036	Fasteners (Not Otherwise Classified)
32037	Grommets (See 590-16 for Sewing Type)
32040	Mono-Bolts, Power Locking
32042	Nuts, Steel (Including Nutserts)
32043	Nuts, Metal or Other Material (Not Steel)
32050	Package Tying Machines and Parts

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
32055	Powder Actuated (Explosive) Tools and Supplies
32056	Recycled Fastening, Packaging, Strapping and Tying Equipment and Supplies
32057	Retainers and Keepers
32058	Rings, Retaining
32060	Rivets, All Types (Except Brake Lining Rivets)
32062	Rivet Guns
32069	Screws, All Kinds (Not Otherwise Listed)
32070	Screws, Cap
32071	Screws, Coach, Drywall, Eye, Lag, Phillips, Set, Thumb, etc.
32072	Screws, Machine
32073	Screws, Sheet Metal
32074	Screws, Wood
32075	Strapping, Seals, Banding and Tools and Equipment
32083	Threaded Rods, Studs, and Fittings
32085	Ties: Bar, Form, etc.
32091	Washers, Steel
32092	Washers, Metal or Other Material (Not Steel)
51505	Aerators, Pluggers, and Spikers
51510	Edgers, Trimmers, and Weed Cutters
51515	Engines, Motors, and Parts (For Lawn Equipment)
51520	Fertilizer Distributors, Lawn Type (See Class 020 for Commercial Distributors)
51523	Gang Mowers for Lawns and Grounds, All Types
51529	Lawn and Grounds Equipment Rollover Protection (ROPS)
51535	Lawn Mowers, Power, Heavy Duty, Flail Type (See Class 020 For Highway Type)
51540	Lawn Mowers, Power, Heavy Duty, Reel Type (See Class 020 For Highway Type)
51545	Lawn Mowers, Power, Heavy Duty, Rotary Type (Incl. Self-Propelled Types) (See Class 020 For Highway Type)
51550	Lawn Mowers, Power, Light Duty, Reel Type (For Yard Use)
51555	Lawn Mowers, Power, Light Duty, Rotary Type (For Yard Use)
51556	Lawn Mowers, Riding Type (Incl. Parts)
51559	Pads, Kneeling, Lawn and Garden
51564	Rollers, Lawn (Including Parts and Accessories)
51565	Rakers and Combers, Lawn, Power
51570	Sod Cutters and Lifters
51575	Spreaders, Broadcast, Fertilizer and Seed
51583	Tree Trimming and Pruning Equipment (Portable, Power Operated - Not Saws)
51585	Vacuum Cleaners and Other Litter Pickup Devices: Lawn, Parking Area, Sidewalk, etc.
63049	Paint, Automotive and Machinery
69034	Converters and Inverters, Power

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
69039	Diodes, Coils, and other Circuit Components
69040	Engines, Motors and Parts (Power Generation)
69041	Excitation System, Generator
69057	Power Supplies, Generating
69058	Power Transmission, Kinetic
69064	Regulators, Flow, Pressure
69065	Regulators, Voltage Current
69068	Relays, etc.
69079	Switches, Temperature Pressure
69088	Transmitters, Pressure
69089	Tubing and Fittings, Power Plant
69128	Chain (Roller, Table Top, Engineering, Silent)
69131	Clutches and Brakes (Pneumatic, Electric, Torque Limiting, Tension Control)
69134	Couplings (Jaw, Steel Flex, Gear, Fluid, Chain, Disc Brake)
69139	Drives, Variable Speed (AC, AC Flux Vector, DC, Eddy Current, Mechanical, Variable Speed Pulleys, Hydrostatic Speed Variator)
69151	Motion Components, Linear (Shafts, Bearings, Support Blocks, Slides, Ball Screw)
69152	Motors (AC, DC, Vector Duty, Washdown, Brake, Stainless) (Also See Class 285)
69157	Pneumatics and Accessories (Valves, Cylinders, Filters, Regulators, Lubricators)
69162	Recycled Power Transmission Equipment, Accessories and Supplies
69163	Reducers (In-Line, Worm Gear, Right Angle, Parallel, Bevel, Mixer, Shaft Mount, Screw Conveyor)
69173	Sheaves/Belt Sprockets (V-Belt, Poly Chain, HTD, Timing Sprockets)
69175	Sprockets and Gears (Roller Chain, Engineering, Split, Table Top, Plastic, Spur, Bevel, Helical, Rack and Pinion Gearing)
72003	Asphalt Pumps
72004	Automatic Fueling Systems, Accessories and Parts
72006	Barrel Pumps (Drum Pumps), Rotary and Plunger Types, Hand Operated
72010	Boom Pumps and Parts, Concrete
72012	Booster or Circulating Pumps, In-Line
72013	Cavity Pumps, Progressive
72015	Centrifugal Pumps, Portable
72017	Centrifugal Pumps, Compact, Submersible
72018	Centrifugal Pumps, Stationary
72019	Compressors, Compressed Natural Gas (CNG)
72020	Control Devices for Motor Fuel Dispensing/Security/Management
72024	Diaphragm Pumps
72025	Dry Pit Sludge Pumps
72027	Fire Equipment Pumps and Pump Parts

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
72033	Gasoline, Compressed Natural Gas (CNG), Liquefied Petroleum Gas (LPG), and Diesel Fuel Pumps, Service Station Type
72036	Hydraulic Pumps, Hand and Motor Driven
72040	Mechanical Pumps and Accessories
72041	Meters and Dispensers for Fuel, Oil, and Lubricants
72042	Packing, Pump
72043	Oil Pumps and Accessories (See 060-64 for Automotive Type)
72045	Piston Pumps and Parts
72052	Propeller Pumps, Vertical
72055	Proportioning Pumps: Chemical Feed, Metering, Positive Displacement, and Injector Pumps (See Also Class 820)
72056	Pumps, Miscellaneous (Not Otherwise Classified)
72058	Recovery Pumps and Piping (Free Product, Groundwater, etc.)
72059	Recycled Pumping Equipment and Accessories
72061	Rotary Pumps, Gear or Roller Type, Power Driven
72063	Sampling Pump Systems and Accessories
72064	Sewage and Sludge Pumps, Submersible
72067	Sewage and Sludge Pumps, Surface Mounted
72073	Sump Pumps, Submersible and Non-Submersible
72079	Trash Pumps, Portable, Engine-Driven
72082	Water Pumps and Accessories (See 060-35 for Automotive Type)
72084	Water Well Accessories: Drive Points, Foot Valves and Strainers, Leather Cups, Sucker Rods, Well Cylinders, etc.
72090	Well Pumps, All Kinds
73505	Dispenser for Wipers
73510	Towels, Shop Type, New
73520	Wipers, Fabric, Non-Woven
73560	Wiping Rags, All Types: Cotton Towels, Lightweight Blankets, Muslins, Synthetics, etc.
73575	Recycled Rags, Shop Towels and Wiping Cloths
83205	Tape, Automotive Type
83226	Tape, Electrical
83240	Tape, Insulating, Electrical
83254	Tape, Metal Repair
83255	Tape (Not Otherwise Classified)
92804	Accessories (Not Otherwise Classified) Maintenance and Repair
92810	Alignment and Wheel Balancing (Including Front-End Repair)
92812	Ambulance and Rescue Vehicles Maintenance and Repair Services (Incl. Major Components and Accessory Items)
92815	Automobile and Other Passenger Vehicles Maintenance and Repair (Not Otherwise Classified)

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92819	Body and Frame Work (Including Undercoating)
92823	Brake Maintenance and Repair
92824	Buses, School and Mass Transit, Maintenance and Repair
92827	Communications Systems Maintenance and Repair, Vehicle (Including Installation and Removal Services)
92829	Conversion of Gasoline Fuel Systems to Alternative Fuel Systems Including Maintenance and Repair Services
92830	Cooling, Heating, and Ventilating System (A/C System, Hoses, Water Pump, Radiator, Heater and Accessories, Ventilation, etc.) Maintenance and Repair
92833	Customizing Services, Vehicle (Including Armoring of Vehicles; Handicapped and Van Conversions, etc.)
92835	Drive Train (Clutch Assembly, Flywheel, etc.) Maintenance and Repair
92838	Electrical (Alternator/Generator, Battery, Ignition System, Lights, etc.) Maintenance and Repair
92840	Exhaust System Maintenance and Repair
92843	Fuel Site Maintenance and Repair
92844	Fuel System Maintenance and Repair
92845	Fueling Services, Mobile (Vehicle)
92846	Glass Replacement and Repair Services, Windshield and Window (Auto), (Including Window Tinting Services)
92847	General Maintenance and Repair, Vehicle (Not Otherwise Classified), to Include Oil Changes, Lubrication, Guaranteed Maintenance Programs, etc. (See 928-88 for Tune-Ups)
92849	Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, etc.) Maintenance and Repair
92851	License Identification System (Vehicle), Maintenance and Repair
92854	Machine Shop Services, Automotive Type (See 929-48 for Industrial Type)
92855	Motor Homes and Recreational Vehicles Maintenance and Repair
92856	Oil Collection Services, Waste
92857	Painting, Vehicle
92858	Parts Washing Services
92860	Power Plant (Engine, Belts, Heads, Intake, Rebuilding, etc.) Maintenance and Repair
92864	Reconditioning/Refurbishing Vehicles
92865	Retrofitting Vehicles to Reduce Emissions and Improve Air Quality (A complete service incl. Parts where necessary to meet specs)
92867	Road Services, Vehicle (Includes Mobile Repair Services)
92876	Suspension (Axles, Springs, Steering, etc.) Maintenance and Repair
92882	Tire and Tube Mounting, Repair, Retreading, and Rotation (Including Tire Foam Filling Services)
92884	Trailer Maintenance and Repair (Not Otherwise Classified)
92885	Transmission (Main, Transfer Case, Chain and Final Drives) Maintenance and Repair
92886	Truck and Van Maintenance and Repair (Not Otherwise Classified)
92887	Truck Maintenance and Repair, Heavy

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92888	Tune-ups
92891	Upholstery Maintenance and Repair
92892	Vehicle Inspection and Testing Services (Emissions, etc.)
92893	Washing, Waxing, Polishing, Steam Cleaning, Disinfecting, etc.
92894	Wheel Maintenance and Repair
92895	Welding Services, Automotive Transportation
92904	Agricultural Implements, Parts and Accessories Maintenance and Repair
92912	Asphalt Distributors, Levelers, Mixers, etc. Maintenance and Repair
92913	Asphalt Heaters Maintenance and Repair
92914	Asphalt Pavers Maintenance and Repair
92915	Asphalt Scarifiers, Milling Machines, Scrapers, etc., Maintenance and Repair
92917	Automotive Shop Equipment Maintenance and Repair
92924	Car Wash Equipment Maintenance and Repair
92929	Concrete Equipment: Buckets, Screeding Machines, Curbers, Finishers, etc., Maintenance and Repair
92930	Concrete Mixers, Maintenance and Repair
92931	Construction Equipment Maintenance and Repair (Not Otherwise Listed)
92932	Concrete and Asphalt Equipment (Not Otherwise Classified) Maintenance and Repair
92933	Cranes: Backhoe, Dragline, Clamshell, etc., Maintenance and Repair
92935	Earth Handling, Grading, Moving, and Packing Equipment Maintenance and Repair
92941	Engines And Motors, Industrial, Maintenance and Repair
92943	Hydraulics (Pump, Hydraulic Motor, Valves, Gauges, etc.) Maintenance and Repair
92944	Hydraulic Tools, Maintenance and Repair
92947	Lifts and Hoists, Maintenance and Repair
92948	Machine Shop and Fabricating Services, Industrial (See 928-54 for Automotive Type)
92950	Machinery and Heavy Hardware (Not Lawn Equipment) Maintenance and Repair
92958	Material Handling Equipment Maintenance and Repair
92960	Motor and Engine Maintenance and Repair, Small Gasoline
92961	Motor Rewinding and Repairing, Electric
92962	Motorcycles, Bicycles, Motor Scooters, and Trucksters (Including Golf Carts), Maintenance and Repair
92963	Oil Field Equipment Maintenance and Repair
92964	Pneumatic Tools, Maintenance and Repair
92965	Refuse/Garbage Burning Equipment, Maintenance and Repair
92966	Refuse/Garbage Collection/Dumping Equipment Maintenance and Repair
92967	Painting Services, Road and Heavy Industrial Equipment
92968	Road and Highway Equipment (Not Otherwise Classified) Maintenance and Repair
92969	Scales, incl. Weigh-In-Motion Type (See 938-79 for Hospital, Laboratory and Testing Types), Maintenance and Repair

E. Commodity Codes:

The following commodity codes are linked to the Parent Contract in INFORMS

NIGP 5 Digit Code	NIGP Code Description
92970	Snow Plow and Blower Maintenance and Repair
92971	Snow Melter Maintenance and Repair
92974	Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)
92975	Taxiway and Runway Maintenance and Testing Equipment Maintenance and Repair
92976	Spreaders (Salt and Sand), Maintenance and Repair
92979	Sweepers, Street, Maintenance and Repair
92985	Tractors, Industrial: Bulldozers, Crawlers, Wheel Type, Maintenance and Repair
92995	Welding Services, Agricultural, Heavy Industrial and Similar Equipment (Not Otherwise Classified)
94116	Babbiting Services, Industrial Bearing
94121	Blade Maintenance and Repair, Electric Power Generator
94125	Boiler Maintenance and Repair, Steam (Including Testing Services - See 941-56 for Hydrostatic Testing)
94127	Burner Maintenance and Repair
94130	Cathodic Protection Services
94134	Circuit Breaker Services, Air
94139	Digital and Analog Testing Equipment Maintenance and Repair
94145	Gas Chromatagh Systems Maintenance and Repair
94151	Heat Exchanger Maintenance and Repair
94152	Heating Equipment Maintenance and Repair, Steam
94155	HVAC Systems Maintenance and Repair, Power Plant
94156	Hydrostatic Testing Services, Boiler
94159	Inspection/Examination Services, Non-Destructive (Ultrasonic Testing, Dye Penetrant Testing, Radiography, etc.)
94163	Monitoring Services, Power Generation
94164	Motor Maintenance and Repair, Vertical
94169	Pipeline Pressure Flushing Services
94172	Power Generating and Transmitting Control System Maintenance and Repair Services
94173	Power Plant Equipment Maintenance and Repair (Not Otherwise Listed)
94177	Refractory Services
94182	Teflon Coating and Lining Services
94185	Tube Pressure Testing Services
94187	Turbine Maintenance and Repair, Gas
94188	Turbine Maintenance and Repair, Steam
94191	Valve Maintenance and Repair (Control, Fuel Modulation, etc.)
95924	Boats and Motors Maintenance and Repair

F. Event Log:

Date	Action or Event	Officer
8/15/2023	Pre-Qualification Pool Established	Robert Mendoza
11/10/2023	The following vendors have been added to the pre-qualification pool: Altec Industries, Environmental Products Group, Jack Lyons Truck Parts, Kelly Tractor, Nexpro Trucks and Equipment, Pats Pump & Blower, Rechtien International Trucks, Rose Spring Corp, SBL Freightliner, Stewart & Stevenson FDDA, TPH Holdings, Total Truck Parts, and TruckMax Inc.	Robert Mendoza
11/22/2023	The following vendors have been added to the pre-qualification pool: Broyhill Equipment, LLC, Deutz Corporation, Linder Industrial Machinery, Nationwide Haul, LLC, Trailer Tech Miami, Inc, and National Auto Parts Warehouse	Robert Mendoza
11/22/2023	The following vendors have supplemented their pre-qualification pool groups: Kelly Tractor-Group 3, Pats Pump & Blower-Group 3 and 4, TruckMax, Inc-Group 3	Robert Mendoza
2/6/2024	The following vendors have been added to the pre-qualification pool: Alta Enterprises, LLC, Bachrodt FT, LLC, EFE, Inc, Florida Coast Equipment, LLC, Lenco Industries, Inc, Sunbelt Waste Equipment, LLC and Tim Halpin Equipment Corp	Robert Mendoza
2/21/2024	The following vendors have supplemented their pre-qualification pool groups: Deutz Corporation-Group 3, Environmental Products Group, Inc - Group 3, Stewart and Stevenson FDDA, LLC - Group 3	Robert Mendoza
5/6/2024	The following vendor has been added to the pre-qualification pool: Crane Equipment Mfg Corp	Robert Mendoza
6/18/2024	The following vendors have been added to the pre-qualification pool: Equipment Sales of South Florida, LLC, Ring Power Corporation	Robert Mendoza
10/22/2024	The following vendors have been added to the pre-qualification pool: Broward Motorsports of Miami, LLC, Hydradyne, LLC, Power Brake Exchange 1, LLC, and Wastebuilt Environmental Solutions, LLC	Robert Mendoza
12/30/2024	The following vendors have been added to the pre-qualification pool: Riva Motorsports Miami, Inc, Kassbohrer All Terrain Vehicles, Inc, and Vermeer Southeast Sales and Service, Inc.	Robert Mendoza
1/10/2025	The following vendor has been added to the pre-qualification pool: Hydraulic Sales & Service, Inc	Robert Mendoza

F. Event Log:

Date	Action or Event	Officer

AGENDA MEMORANDUM

Meeting Date: 12/8/2025

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

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

Subject: Blanket Purchase Order – TPH Holdings LLC dba The Part House

RECOMMENDATION:
Public Works requests Council authorize the issuance and/or execution of purchase order to TPH Holdings LLC dba The Part House, utilizing piggyback contract, EVN0000469, Purchase of OEM and Aftermarket vehicle parts, services and repairs (attached), for the remainder of their contract term, including any extensions through 08/31/2028, in an amount not to exceed $25,000.00 for parts and repairs for all city vehicles and equipment as funds were budgeted in the FY 25/26 Budget pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: The City Fleet Maintenance Department services the vehicle fleet needs of the City, including the Police, Parks & Recreation, Adult Community Center, Public Works, Code Compliance, IT, Sanitation, and Stormwater. The City owns vehicles from various manufactures (e.g. Ford, Dodge, Chevrolet, Cummins, Petersen, Autocar, etc.). Accordingly, the ability to utilize a pool of vendors provides the City the option to shop for competitive pricing and/or availability. For these reasons the blanket purchase order is needed to fulfill the commitment the fleet department has in abiding to the City procurement policy. Providing for these options assists the department remain within budget. Our goal is to minimize the expenses for each department whenever possible.

Spent in FY: 23/24 $14,267.98
Spent in FY: 24/25 $28,089.22

Submission Date and Time: 11/7/2025 10:36 AM

Submitted by:	Approved by (sign as applicable):	Funding:
Department: Public Works	**Dept. Head:**	**Dept./ Desc.:** All divisions that have vehicles.
Prepared by: Rachel Buckner	**Procurement:**	**Account No.:**
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:**
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $**
		Current request: $
		Total vendor amount: $ 25,000

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF ORIGINAL EQUIPMENT MANUFACTURER (OEM)/ORIGINAL EQUIPMENT (OE) PARTS AND MISCELLANEOUS FLEET SHOP SUPPLIES FOR THE CITY'S DEPARTMENTAL VEHICLES FROM TPH HOLDINGS, LLC D/B/A THE PARTS HOUSE IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS UTILIZING THE TERMS AND CONDITIONS OF MIAMI-DADE COUNTY CONTRACT NO. EVN0000469 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of original equipment manufacturer (OEM)/original equipment (OE) parts and miscellaneous fleet shop supplies for the City's departmental vehicles (the "Supplies"); and

WHEREAS, Miami-Dade County has entered into the competitively bid Contract No. EVN0000469 (the "County Contract") with TPH Holdings, LLC d/b/a The Parts House (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 the Supplies from the Vendor consistent with the terms and conditions of the County Contract in an amount not to exceed $25,000 for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the County 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 County Contract pursuant to Section 31-11(E)(5) 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 funds in an amount not to exceed $25,000 for the Supplies for fiscal year 2025-26 and budgeted funds in future fiscal years for the term of the County 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 Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Staff recommends that the City Council accept and authorize the attached work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Tasks 1 through 3 of the Forrest Drive Stormwater Improvements Project. The work is consistent with B&A's existing agreement with the City and the scope detailed in Exhibit "A", in an amount not to exceed $111,840 for Pre-construction Activities, Bidding and Contractor Selection, Project Coordination, and Grant Management.

Discussion/Analysis:
On March 24, 2025, the City Council authorized the execution of the Agreement with the Florida Department of Environmental Protection (FDEP). The requested work order will allow the City's engineers to begin pre-construction activities including design, manage the bidding and procurement process, provide project oversight, and ensure compliance and coordination with the FDEP grant requirements. The grant provides critical funding to address persistent flooding and worsening local conditions that have impacted residential safety. The Forrest Drive area and its surrounding neighborhoods are low-lying and characterized by a high groundwater table, resulting in saturated subsurface conditions during the wet season. These conditions significantly reduce surface infiltration rates, exacerbating standing water and flooding concerns.

Funding:
The work order will be fully funded through the executed Agreement with FDEP. No match is required from the City.

AGENDA MEMORANDUM

Meeting Date: **December 8, 2025**

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

Via: JC Jimenez, City Manager

From: Juan Pena, Director of Public Works

Subject: Authorization to a work order with Bermello, Ajamil and Partners, Inc.; Relating to the Forrest Drive Stormwater Project

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RECOMMENDATION:

Staff recommends that the City Council accept and authorize the attached work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A), for Tasks 1 through 3 of the Forrest Drive Stormwater Improvements Project. The work is consistent with B&A's existing agreement with the City and the scope detailed in Exhibit "A"**,** in an amount not to exceed $111,840 for Preconstruction Activities, Bidding and Contractor Selection, Project Coordination, and Grant Management.

DISCUSSION:

On March 24, 2025, the City Council authorized the execution of the Agreement with the Florida Department of Environmental Protection (FDEP). The requested work order will allow the City's engineers to begin preconstruction activities including design, manage the bidding and procurement process, provide project oversight, and ensure compliance and coordination with the FDEP grant requirements. The grant provides critical funding to address persistent flooding and worsening local conditions that have impacted residential safety. The Forrest Drive area and its surrounding neighborhoods are low-lying and characterized by a high groundwater table, resulting in saturated subsurface conditions during the wet season. These conditions significantly reduce surface infiltration rates, exacerbating standing water and flooding concerns.

FISCAL IMPACT:

The work order will be fully funded through the executed Agreement with FDEP. No match is required from the City.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A WORK ORDER TO BERMELLO, AJAMIL & PARTNERS, INC. FOR PRECONSTRUCTION ACTIVITIES AND PROJECT COORDINATION AND GRANT MANAGEMENT SERVICES FOR THE FORREST DRIVE STORMWATER AND FLOOD MITIGATION IMPROVEMENTS PROJECT IN THE AMOUNT OF $118,840; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 8, 2021, the City of Miami Springs (the "City") Council adopted Resolution No. 2021-3899 approving an agreement (the "Agreement") with Bermello Ajamil & Partners, Inc. (the "Consultant") pursuant to Request for Qualifications No. 01-19/20 for continuing professional services relating to architectural and engineering services; and

WHEREAS, on March 24, 2025, the City Council accepted a State Appropriation Grant (the "Grant") from the Florida Department of Environmental Protection ("FDEP") for the Forrest Drive Stormwater and Flood Mitigation Improvements Project (the "Project") in the amount of $1,000,000; and

WHEREAS, the Consultant provided a proposal ("Proposal"), attached hereto as Composite Exhibit "A," to perform (i) preconstruction activities and (ii) project coordination and grant management services (the "Services") for the Project in the amount of $91,840 and $20,000, respectively, for a total in the amount of $118,840; and

WHEREAS, the City has budgeted for the Services associated with the Project within the 2025-2026 fiscal year budget utilizing the Grant funding; and

WHEREAS, the City Council desires to authorize the City Manager to issue a work order to perform the Services for the Project in an amount not to exceed $118,840, consistent with the Proposal attached hereto as Composite Exhibit "A" and the Agreement; 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. Authorization. That the City Council hereby authorizes the City Manager to issue a work order to the Consultant to perform the Services for the Project in an amount not to exceed $118,840, consistent with the Proposal attached hereto as Composite Exhibit "A" and the Agreement.

Section 3. 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 Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Orlando Lamas	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
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

Bermello Ajamil & Partners

ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
CONSTRUCTION SERVICES

Proposal / Work Authorization- Task 1- Preconstruction activities
City of Miami Springs
Forrest Drive Stormwater and Flood Mitigation Improvements

December 2, 2025

1. Introduction

The City of Miami Springs has requested that Bermello, Ajamil & Partners, LLC (BA) provide this proposal for design services for the above-mentioned project utilizing the existing continuing services agreement between the City and BA.

2. Project Overview

The Forrest Drive Stormwater and Flood Mitigation Improvements project has as a goal chronic flooding, stormwater management deficiencies, and roadway safety concerns along the Forrest Drive corridor in the City of Miami Springs, from NW 36th Street to South Royal Poinciana Boulevard. The project area, characterized by a low-lying topography and high groundwater table, experiences saturated subsurface conditions during the wet season, reducing infiltration and causing frequent flooding. The project aims to:

- Enhance stormwater management to reduce flooding and mitigate impacts on private property and public safety.
- Improve water quality of runoff discharging to the C6 canal using Best Management Practices (BMPs).
- Enhance pedestrian, cyclist, and motorist safety through roadway repairs, resurfacing, and landscape improvements.

3. Project Location

The project area spans the Forrest Drive corridor from NW 36th Street (south) (excluding any connection to this street, project will not impact this street) to South Royal Poinciana Boulevard (north), including drainage improvements along Forrest Drive and adjacent streets to the east and west that connect to the corridor. All work to be completed within the ROW of Forrest Drive.

4. Scope of Work

BA shall provide professional engineering, surveying, and management services that comply with applicable codes and grant funding requirements.

Task 1: Preconstruction Activities

Objective: Complete preconstruction activities, including studies, design, permitting, surveys, and cost estimates, to prepare for construction of the Forrest Drive Stormwater and Flood Mitigation Improvements project.

1.1 Pre-Design Study

- Conduct a pre-design study to evaluate existing stormwater and roadway conditions using field observations, historical flooding data, and stakeholder input.
- Perform modeling to analyze flooding frequency, runoff volumes, and infrastructure deficiencies.
- Assess environmental impacts, including water quality of runoff to the C6 canal and potential interactions.
- Develop and evaluate design options (e.g., exfiltration trenches, bioswales, detention ponds) based on cost, feasibility, and regulatory constraints.
- Engage stakeholders (residents, businesses, City staff) through one public meeting and surveys.
- Coordinate with MDWASD to identify utility improvement needs and future capital improvement projects.
- Prepare a Basis of Design Report (BODR) detailing findings, options, and recommended tasks, including a risk assessment.

- **Deliverable:**

  Provide a Draft BODR, outlining design options and Best Management Practices (BMPs) for water quality, drainage, and flood mitigation.

1.2 Construction Documents

- Develop engineering designs for stormwater systems (e.g., pipes, BMPs like vegetated swales) and roadway enhancements (e.g., pavement resurfacing, curbs, ADA-compliant sidewalks, bike lanes) based on Task 1.1 findings.
- Use AutoCAD Civil 3D, ensuring compliance with City standards, FDEP ERP, Miami-Dade County DERM, MDWASD, MD DTPW, Florida Building Code, ASCE, and AASHTO.
- Prepare construction drawings and specifications at 30%, 60%, and 100% completion phases, including plan views, profiles, and details.
- Conduct design review workshops with City staff to incorporate feedback, as needed.
- Perform constructability reviews to minimize construction conflicts.
- Submit signed and sealed acceptance of work with design activity summaries (progress percentage, challenges, resolutions) for payment requests.
- Provide a final design package with a permit matrix listing required permits, issue dates, and issuing authorities.

- **Deliverables**:

- Construction drawings and specifications at 30%, 60%, and 100% phases.
- Signed acceptance of work and design summaries.
- Final design package and permit matrix.

1.3 Cost Estimates and Scheduling

- Develop Opinion of Probable Construction Costs (OPCC) at 30%, 60%, and 100% design phases using RSMeans data and local contractor quotes, including contingencies (15% at 30%, 10% at 60%, 5% at 100%).
- Prepare a project schedule in Microsoft Project, detailing milestones for surveys, design, permitting, bidding, and construction start.
- Update cost estimates and schedules monthly based on City feedback.
- Conduct a value engineering workshop at 60% design to optimize costs.

- **Deliverables**:

  - OPCC reports at 30%, 60%, and 100% phases.
  - Project schedule of values.
  - Value engineering workshop summary.

1.4 Permitting

- Identify required permits, including FDEP ERP, USCOE Section 404, Miami-Dade County DERM stormwater, MDWASD utility, MD DTPW roadway, and local building permits per Florida Building Code.
- Prepare and submit permit applications with supporting documentation (e.g., H&H models, environmental assessments, drawings).
- Conduct pre-application meetings with FDEP, USCOE, DERM, MDWASD, and MD DTPW to streamline approvals.
- Address agency comments within 10 business days and track permit statuses.
- Provide bi-weekly status updates to the City.

- **Deliverables:**
  Permit applications and documentation/
  - Permit tracking log and status updates
  - Final permit matrix.

1.5 Field Investigations

- **Surveys –**
  - Subcontract a licensed surveyor to conduct a topographic survey, capturing ground elevations, utilities, rights-of-way (ROW), and surface features at 1-foot contour intervals using LiDAR and GPS, per Florida Statutes Chapter 472, ASCE, and ALTA/NSPS standards.
  - Perform a tree survey to document location, species, diameter at breast height (DBH), and condition, focusing on protected species per Miami-Dade County regulations.
  - Provide survey data in AutoCAD Civil 3D and PDF formats.

- **Deliverables**:
    - Topographic survey report and drawings
    - Tree survey report with GIS shapefiles and photographs.

- **Subsurface Utility Engineering (SUE) and Soft Digs (As Needed) and Geotechnical information (As needed)**
  SUE and geotechnical information for this project area is already available from previous projects completed by the City, including South Royal Poinciana improvements and Est Drive/Oakwood Drive improvements, so no additional services are anticipated.
  If needed during the design process, BA will provide additional scope and fees for subcontracting these services.

Task 2: Bidding and Contractor Selection

Objective: Support the City in procuring a qualified contractor.

- Prepare bidding documents, including plans, specifications, and contract templates, per City procurement policies, Florida Building Code, and MD DTPW standards.
- Assist with bid advertising through City channels and platforms
- Conduct a pre-bid conference and respond to bidder inquiries within 5 business days.
- Evaluate bids based on cost, qualifications, and schedule using a weighted scoring matrix.
- Recommend a contractor and assist in contract negotiations and execution.

- **Deliverables**:
    - Bidding documents.
    - Pre-bid conference materials and Q&A log.
    - Bid evaluation report and contractor recommendation.

5. Project Requirements

- **Compliance**: Adhere to City of Miami Springs standards, FDEP, Miami-Dade County DERM, MDWASD, MD DTPW, Florida Building Code, ASCE, AASHTO, ASTM and grant funding requirements.
- **Coordination**: Collaborate with City staff, subcontractors, regulatory agencies (FDEP, DERM, MDWASD, MD DTPW), and funding agencies to ensure project alignment.
- **Schedule**: Maintain a City-approved schedule with milestones, updated monthly.
- **Budget**: Perform tasks within the approved budget, with OPCC and change order requests submitted for City approval.
- **Risk Management**: Implement a risk register to track and mitigate issues (e.g., permitting delays, utility conflicts, unforeseen soil conditions).
- **Sustainability**: Prioritize BMPs (e.g., low-impact development, green infrastructure) to enhance water quality and flood mitigation.

6. Assumptions

- The City will provide access to the Forrest Drive project area and relevant documentation (e.g., as-built drawings, previous studies, utility maps).
- Funding for grant-related activities is secured, and the City will provide financial information for reimbursement submittals.
- Regulatory agencies (FDEP, DERM, MDWASD, MD DTPW) will process permit applications within standard review periods as needed.
- Subcontractors (e.g., surveyors, geotechnical engineers) will perform tasks under BA's coordination
- Unforeseen conditions (e.g., utility conflicts, contaminated soil, or archaeological findings) will be considered Additional Services subject to City approval.
- The City will facilitate stakeholder engagement (e.g., public meeting venues, resident notifications).
- No significant changes to project scope or funding will occur without formal amendments to this agreement.
- All deliverables shall be submitted in specified formats and quantities with digital copies provided via secure file transfer and hard copies delivered to the City of Miami Springs Public Works Department.

7. Fees

Bermello, Ajamil & Partners	
B&A proj #:	0
Project Name:	FORREST DRIVE, MIAMI SPRINGS
Date:	5/20/2025

Summary of fees

US Dollars

Phase	Labor fee	Direct fee	Total phase
TASK 1.1 PRE-DESING STUDY	$7,800	$0	$7,800
TASK 1.2 CONSTRUCTION DOCUMENTS	$28,800	$0	$28,800
TASK 1.3 COST ESTIMATES AND SCHEDULING	$1,600	$12,000	$13,600
TASK 1.4 PERMITTING	$8,000	$0	$8,000
TASK 1.5 FIELD INVESTIGATIONS	$8,640	$20,000	$28,640
TASK 2 BIDDING AND CONTRACTOR SELECTION	$5,000	$0	$5,000
Totals	**$59,840**	**$32,000**	**$91,840**

Bermello Ajamil & Partners

ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
CONSTRUCTION SERVICES

Proposal / Work Authorization- Task 3 Grant L0075
City of Miami Springs
Forrest Drive Stormwater and Flood Mitigation Improvements

December 2, 2025

1. Introduction

The City of Miami Springs has requested that Bermello, Ajamil & Partners, LLC (BA) provide this proposal for design services for the above-mentioned project utilizing the existing continuing services agreement between the City and BA.

2. Project Overview

The Forrest Drive Stormwater and Flood Mitigation Improvements project has as a goal chronic flooding, stormwater management deficiencies, and roadway safety concerns along the Forrest Drive corridor in the City of Miami Springs, from NW 36th Street to South Royal Poinciana Boulevard. The project area, characterized by a low-lying topography and high groundwater table, experiences saturated subsurface conditions during the wet season, reducing infiltration and causing frequent flooding. The project aims to:

- Enhance stormwater management to reduce flooding and mitigate impacts on private property and public safety.
- Improve water quality of runoff discharging to the C6 canal using Best Management Practices (BMPs).
- Enhance pedestrian, cyclist, and motorist safety through roadway repairs, resurfacing, and landscape improvements.

3. Project Location

The project area spans the Forrest Drive corridor from NW 36th Street (south) (excluding any connection to this street, project will not impact this street) to South Royal Poinciana Boulevard (north), including drainage improvements along Forrest Drive and adjacent streets to the east and west that connect to the corridor. All work to be completed within the ROW of Forrest Drive.

4. Scope of Work

BA shall provide project management services that comply with Task 3 of Grant L0075.

Task 1: Project Coordination and Grant Management

Objective: Facilitate communication as required with grant funding requirements.

- Coordinate bi-weekly meetings with City staff, subcontractors, and stakeholders to review progress, address challenges, and plan next steps.
- Provide monthly progress reports summarizing tasks, budget status, and milestones.
- Prepare and submit grant documentation, including Quarterly Progress Reports, reimbursement requests, and audit records.
- Maintain a digital project repository (e.g., SharePoint) for all deliverables and correspondence.
- Conduct a grant compliance workshop to train City staff on reporting requirements.

- **Deliverables**:
    - Meeting agendas, minutes, and action item logs.
    - Monthly progress reports.
    - Grant documentation and reimbursement submittals (per grant schedule).
    - Project repository access and compliance workshop materials.

7. Fees

BA will provide the services as noted above for a lump sum of $20,000.

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via:

From:

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

Recommendation:

Discussion/Analysis:

Funding:

AGENDA MEMORANDUM

Meeting Date: **12/8/2025**

To: The Honorable Mayor and Members of the City Council

Via: JC Jimenez, City Manager

From: Kevin Morris, Golf and Country Club Director

Subject: Wesco/Hector Turf Toro Golf Course Fleet Maintenance Equipment

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RECOMMENDATION: Recommendation by Golf that Council authorize the increase of Purchase Order 260002 to Wesco Turf, utilizing a cooperative purchase with Sourcewell under contract # 112624-TTC (attached), in an amount not to exceed $1,274,029.90, for Toro Golf Course Maintenance Equipment as funds were budgeted in the FY25/26 Budget pursuant to Section §31.11 (E)(5) of the City Code.

DISCUSSION: On July 10, 2023 we placed an intent to purchase for the Toro Golf Course Fleet Maintenance Equipment via Wesco/Hector Turf with an understanding that it may take several months to years before the equipment's arrival due to setbacks from the supply chain related to the Global Pandemic. Attached is the list of equipment that is currently ready and being shipped to our facility. The current fleet will be auctioned off as soon as we receive all of the new fleet equipment. Proceeds from the auction will subsidize the payments for the bank loan that is being finalized for your approval. Golf Course Fleet Maintenance equipment typically has a lifespan of 3 to 5 years, our current fleet we have had for nearly 8 years. This purchase will allow us to continue maintaining and improve the overall playability of the Miami Springs Golf Course.

Submission Date and Time: 12/2/2025 12:20 PM

Submitted by:	**Approved by (sign as applicable):**	**Funding:**
Department: Golf	**Dept. Head:**	**Dept./ Desc.:** Golf Course Maintenance
Prepared by: Laurie Bland	**Procurement:**	**Account No.:** 001-5708-572-6400
Attachments: ☒ Yes ☐ No	**Asst. City Mgr.:**	**Additional Funding:** Funded by bank loan
Budgeted/ Funded: ☒ Yes ☐ No	**City Manager:**	**Amount previously approved: $** 0 **Current request: $** 1,274,029.90 **Total vendor amount: $** 1,274,029.90

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: The Toro Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420-1196 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances. To be effective, additional extensions must be in writing and agreed upon by all parties.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier, as such relates to these licenses.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for undisputed unpaid or undisputed underpaid Administrative Fees due under this Agreement. Failure to remit an undisputed payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices directly relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell or Supplier to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, directly arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees, unless such claim or cause of action is the result of the negligence of Sourcewell or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by a defect in design, condition, or performance

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of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

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subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

Docusign Envelope ID: E3F57335-935D-4F4F-90BD-5D03C6261074

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	The Toro Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Brooke Carey 1279DCB06D184BD...
By: _____	By: _____
Jeremy Schwartz	Brooke Carey
Title: Chief Procurement Officer	Title: Federal Contracts Manager
Date: 1/30/2025 | 6:43 PM CST	Date: 1/30/2025 | 2:12 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	The Toro Company
Does your company conduct business under any other name? If yes, please state:	Toro
Address:	8111 Lyndale Ave S Bloomington, Minnesota 55420
Contact:	Ryan Miller
Email:	ryan.miller@toro.com
Phone:	330-642-7130
HST#:	41-1953040

Submission Details

Created On:	Monday October 14, 2024 11:17:32
Submitted On:	Tuesday November 26, 2024 12:27:02
Submitted By:	Ryan Miller
Email:	ryan.miller@toro.com
Transaction #:	f0bca2a0-3d9e-45a8-8231-280b53539d39
Submitter's IP Address:	24.239.253.93

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Toro Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	The Toro Company will execute the Master Agreement and use local distributor/dealers for the performance.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1ZCN0	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	8111 Lyndale Avenue South Bloomington, MN 55420-1196	*
7	Proposer website address (or addresses):	www.toro.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Edric Funk Group VP, Golf, Grounds, & Irrigation Edric.Funk@Toro.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ryan Miller Government Contract Manager ryan.miller@toro.com 330-749-9957	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	In the event Ryan Miller cannot be reached, please email ToroGOV@toro.com.	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis. We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites. Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world. The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Minnesota, Ohio, Virginia, and Ontario Canada. Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of dealers for our Landscape Contractor, Siteworks Systems, Irrigation, BOSS, and Ventrac product lines.	*
12	What are your company's expectations in the event of an award?	Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes. We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment. Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals. For fiscal year 2023, The Toro Company achieved $4.55 billion in net sales (a 1.0% increase over fiscal year 2022), and $443.5 million in adjusted net earnings. See attached 2023_financial_summary taken from The Toro Company's 2023 Annual Report, which is publicly available on the Toro website.	*
14	What is your US market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
15	What is your Canadian market share for the Solutions that you are proposing?	As we are a publicly-traded Company, Toro considers information about specific market share confidential.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	The Toro Company would best be described as a manufacturer. As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers. For our Commercial Division, which accounts for the majority of our Government Contracts business, we have 23 distributors throughout the United States and Canada with many satellite offices to meet member needs. They have protected territories, which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. The other brands that round out our portfolio offering also use a network of independent dealers throughout the US and Canada. These networks are not exclusive the way our Commercial Distributors are. They will handle all sales, order processing, billing, and service work for the product lines they carry.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electro-magnetic compatibility) regulatory arrangements. The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporatedin Delaware:Arkansas, California, Colorado, Florida, Hawaii, Indiana, Iowa, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Nebraska, New Jersey, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin. Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate. In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Toro has no suspension or disbarments to disclose.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Fortune World's Most Admired Companies The Toro Company was recognized by Fortune Magazine as one of the World's Most Admired Companies for 2024. Ranking fifth in the construction and farm machinery category, this achievement reflects The Toro Company's ongoing commitment to excellence and innovation. Newsweek World's Most Trustworthy Companies Built around a culture of integrity and caring relationships, The Toro Company was named one of the World's Most Trustworthy Companies for 2023 by Newsweek. This recognition highlights the company's commitment to enriching the lives, communities and industries we serve by providing innovative solutions customers can trust. EPA WaterSense® 2023 Excellence Award In 2023, The Toro Company received its 9th consecutive Water Excellence Award from the U.S. Environmental Protection Agency (EPA). This prestigious award recognizes companies that demonstrate a commitment to promoting water efficiency and reducing waste. WaterSense, a voluntary partnership program sponsored by EPA, is both a label for water-efficient products, programs and homes, and a resource for helping consumers learn ways to save water. Underground Construction Technology Association Community Impact Award The Underground Construction Technology Association recognized Ditch Witch, a division of The Toro Company, with the Community Impact Award in 2023 for helping to establish and facilitate water infrastructure across Africa. Worth Magazine Most Sustainable Companies 2022 In 2022, Worth Magazine identified The Toro Company as one of ten global companies across a broad range of sectors that has made sustainability part of its DNA and having an impact. Instrumental to this recognition is Toro's efforts in water stewardship and

		electrification. The company's advanced irrigation and water management systems increase efficiency and sustainable water withdrawal for some of the world's most renowned golf courses, sports fields, greenspaces, and essential agricultural acreages. Toro has also continued to expand its suite of battery-electric and smart-connected solutions with a focus on energy efficiency, labor optimization and improved productivity. FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah Facility In 2022, The Toro Company facility in Tomah, Wisconsin, received the Energy Efficiency Excellence Award from Focus on Energy for reducing energy waste and environmental impact. Through a 20-year partnership with Focus on Energy, The Toro Company has worked to advance the energy efficiency of operating equipment and manufacturing processes to support Focus on Energy's commitment to eliminate energy waste in Wisconsin. Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground Innovative Iron Awards, 2020 The Toro e-DingoSelected as a "game-changer" for its zero emissions and lithium-ion battery. Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall. Rental Magazine 2020 Editor's Choice Award The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software. Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike. Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders. The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.	*
21	What percentage of your sales are to the governmental sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue available in our 2023 Annual Report. Professional 81% / Residential 19% Equipment 89% / Irrigation 11% United States 79% / International 21%	*
22	What percentage of your sales are to the education sector in the past three years?	As we are a publicly-traded Company, Toro considers information about our customers confidential.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	State Contracts - AK, HI, KS, KY, MO, MT, NE, NM, RI, SD, WV, WI, MA, NY, VA. Many of our Distributor partners hold additional state and local contracts directly. Cooperative Contracts - Sourcewell, OMNIA Partners, Kinetic, GovMVMT Sourcewell - 2021 - $12mil / 2022 - $30 mil / 2023 - $41 mil As we are a publicly traded Company, the detailed sales information for our other contract partners is considered confidential.	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contract # 47QSMS25D000U	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Cedar Rapids	Joy Huber	319-286-5886	*
Sarasota County General Services Letter Attached - 'Sarasota_Reference'	Erinn DeJonge	941-861-0733	*
Town of Markham	Albert Chan	905-477-2700; 2041	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, BOSS, and Ventrac products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of authorized sellers is the connection between Toro and the end-user customer. Most of our distributors and dealers are privately-owned companies. The sales managers of these companies lead a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of Commercial Distributors. The local Distributor can also be found by visiting comm.toro.com/lookup and entering a ZIP code. Due to the size of the dealer networks for our other brands and divisions, which is in the thousands, local dealers can be found by visiting their respective dealer locator tools online. Dealer locator tools – BOSS - www.bossplow.com/en/Locator Golf Irrigation - www.toro.com/en/Locator – Select: Golf > Irrigation RESCOM Irrigation - www.toro.com/en/Locator – Select: Contractor > Irrigation RLC - www.toro.com/en/Locator – Select: Contractor > Mowers SWS - www.toro.com/en/Locator – Select: Contractor > Compact Utility Loaders & Attachments Ventrac - www.ventrac.com/dealers	*

28	Service force.	Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 23 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	To best serve Sourcewell members, they will work directly with their local authorized distributor/dealer for quoting, submitting orders, billing and after sale service. Sourcewell members can contact Toro directly to verify a specific distributor/dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator. Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract. Dealers are provided clear guidance for selling to Sourcewell members at the agreed-upon prices. Toro distributors/dealers supporting the Sourcewell contract are incentivized by receiving rebates from Toro for equipment sold under the Sourcewell contract. Toro distributors/dealers are required to report all Sourcewell sales and may be required to submit additional documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The Toro Company's commercial sales and fulfillment model is exclusively through a distributor channel. Each distributor has protected territories, which allows them to make significant investments in their facilities and people. As a result, they have a contractual obligation to provide product, parts and service support to end-customers. There is a total of 23 Commercial distributors in the United States and Canada with more than 50 branch locations geographically located within territory lines to meet customer needs. All distributors maintain a parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. They also maintain service facilities, brick and mortar and mobile service, that enables them to respond quickly to the customer. The majority of the distributor's service and parts staff are enrolled in Toro's RED Certified program. This comprehensive training and development program requires participants to complete both technical and soft skills to acquire service knowledge while demonstrating product competencies. Certifications can range from Level 1 (L1) to Level 4 (L4) depending on the functional area they work within, and the level of technical knowledge needed to support the breadth of equipment. The L1 curriculum is interactive and on-line. As the personnel advances, their amount of time invested, and depth of knowledge is expanded to include in-person training and a technical capstone. As an example, a service technicians L1 is required to complete 30+ hours of curriculum and demonstrate their knowledge and aptitude through a hands-on assessment in order to achieve a L2 or higher certification status. The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level. In 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market. The centralized technical assistance center is part of a broader customer care team that provides warranty operations support and business operations consulting. Toro team members work with their channel partners to design a service operation that meets the wants and need of the customer while striving to meet established industry standard key performance indicators (KPIs). A few examples of these KPIs include a repair turn-around time (TaT) of 3-days or less, Fixing it Right the First Trip (FRFT) and Customer Overall Satisfaction (OSAT) scores above 9.0. Distributors who exceed industry standard benchmarks are recognized and rewarded through the Partners In Excellence program. It is a tremendous accomplishment and sense of pride when a channel partner is recognized among the best of the best in their peer group.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Toro has the ability to fully support the needs (products and service) of public agencies throughout the US. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada. As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcewell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcewell agreements andprovides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	While not prevalent, we have seen a few situations where a privately operated golf course has an affiliated non-profit that purchases goods and services from cooperative contracts. As of this response, we are treating those organizations the same as any other cooperative member. However, as Toro is heavily invested in the golf market, we do reserve the right to treat those entities different if it is deemed necessary during this contract. In the event of an awarded contract, any changes would be submitted to Sourcewell for approval and would not be implemented without an official amendment.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Members in AK and HI may be subject to freight and delivery fees beyond those outlined in our price proposal. Any additional costs will be included in the customer's quote unless otherwise coordinated with the member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its 20+ channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro's channel training platform, Toro University, hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor. b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. If awarded, our marketing department will integrate Sourcewell branding into marketing assets such as: websites, brochures, product catalogs, video/commercial content, and many other consumer facing tactics. They will also create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors to be used throughout the sales process and prominently displayed at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers. c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally. Toro's marketing team tracks numerous data points such as impressions, click through rate, and conversion to help make decisions regarding the use of their marketing and media spends. This allows for efficient use of funds while also making sure Toro is reaching the right audience at broadest scale.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale. b) Regarding the integration into our sales process, beyond those previously referenced, Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not currently offer any e-commerce solutions due to the nature of our product offering. We recognize the value of e-commerce and look forward to when we are able to offer our products in this way.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The Toro Company is highly vested in their channel, providing tools, resources and programs to support their people, customers, products and advance their business operation. Toro staffs a centralized technical assistance center that is exclusive to the dealer and distributor service channels. The advanced technical team is specialized in diagnostic troubleshooting and has advanced product knowledge and access to design engineers to get to root cause. Additionally, Toro will provide on-site support to distributor partners and end-customers when a product issue cannot be improved or resolved at the distributor level.	*
42	Describe any technological advances that your proposed Solutions offer.	In addition to being an industry leader with electrification, automation, and telematics, in 2022, the organization expanded their reach to include level 1 end-customers support for specialized and more advanced products including; Geolink and subscription products. This has proven to increase customer response time while allowing the local technician to repurpose time to serve customer needs more quickly in-market.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Sustainability is at the forefront of The Toro Company innovation plans and is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land. At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. The most relevant 'green' initiatives can be found on pp. 40-48 in the attached TTC 2023 Sustainability Impact Report. Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, we have recently launched numerous commercial-grade lithium powered products across our portfolio from our mowing products like the Groundsmaster® e3200 to vehicles like the Workman MDX Li. These products provide fuel savings, reduce noise levels and operating costs for our customers. In addition, we have light construction such as the e-provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies. Key sustainability initiatives and accomplishments include: • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. Other sustainability-related awards include: - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	"Toro's proprietary HyperCell® battery system was designed from the ground up for outdoor power equipment, not adapted from technology developed for another use. In addition, our built-in intelligent Battery Management System (BMS) is engineered to reduce the risk of accidental shock by de-energizing the batteries by default. This also helps regulate the battery charge, discharge and temperature, which helps prolong the life of the battery. Toro's proprietary HyperCell® battery system is third-party certified by a Nationally Recognized Testing Labratory. Third-party certification is a way to verify that a product or component meets the appropriate industry and product safety standards. The battery chargers Toro uses for electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the ""BC"" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards."	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that have varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	Toro equipment is designed with operator safety in mind, integrating industry standard safety features. As Toro continually strives to improve the safety of our operators, below are a couple examples of innovative safety solutions - "- Automatic applied parking brake on many products. For Reelmaster 5410, 5510, 5610 and Groundsmaster 4300 the parking brake is automatically applied when key is turned off or when an operator gets out of the seat. The parking brake can also be applied with a switch located on the operator console. This feature is also on the Greensmaster 3360 and 3370 and some vehicles. - Operator bump stop on the control console of the ProCore 648s, ensuring the machine comes to a quick stop if contact is made.	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	Our products are engineered with the customer in mind. The individuals responsible for the development of these products have spent a considerable amount of time using them, giving them a deep appreciation for the importance of ergonomics in the product's design. This results in purposefully designed products, from handheld equipment to vehicles. Toro's Vista Series Passenger Vehicles have been designed from the ground up specifically for all-day, dependable, and comfortable transport. From the ergonomically designed seating system that provides generous legroom, to the independent suspension and coil over shocks creating a smooth ride, to hydraulic disk brakes that execute smooth, consistent stopping, the Vista Series is about comfortable transportation for our customers. Our Revolution Backpack from the Professional Handheld product line is built for comfort during all-day jobs. As the power source (battery storage) for our leaf blower, string trimmer, and hedge trimmer, it is essential that our customers are comfortable wearing this unit all-day. This is why it was designed with adjustable, padded shoulder straps and hip-belt along with a convenient integrated carrying handle. This next example is not included in the contract as it is from our homeowner product line, but it is a favorite in my household and is a testament to the ergonomic focus of Toro's engineers. Our walk behind mower includes two features that allow my 9-year-old to mow our lawn, which has a 17° slope, and do it well. First, the motor adjusts the speed of the wheels based on the pressure placed on the handle. It then adjusts the speed of the blade based on the speed of the unit and the thickness of the grass being cut. These features not only create a cut that is better than our previous mower, but allows it to be done quicker, and with significantly less fatigue.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	Toro is focused on managing greenspaces in an environmentally friendly way. Highlighting this focus is the breadth of battery powered equipment we have in our portfolio. Below is a list of products that highlight our commitment to battery and/or hybrid options. This list is not exhaustive. There are also attachments with further information on each product, the corresponding attachment name is in parentheses. - Handheld equipment like blowers and trimmers (Handheld_Sourcewell) - Professional grade rotary mower (e3200_Sourcewell) - Golf Course mowers (Fairway_Sourcewell, & Greens_Sourcewell) - Walk behind products (Walk-behind_Sourcewell) - Utility Vehicles (GTX_Sourcewell) - People movers (Vista_Sourcewell)	

49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	MyTurf Pro is a powerful and easy-to-use, application that seamlessly connects customer assets and corresponding maintenance program, regardless of brand. Providing customer teams with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. “At a glance” overviews keep leaders informed of asset status. Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether customers are rebuilding rollers, replacing hydraulic hoses, or overhauling their cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	As a large, publicly traded company, we do not hold any relevant certifications. However, while the data is not publicly available, we do maintain a Small Business Spending plan as part of our GSA contract and partner with SDVOSB's while serving Veteran's Affairs entities and certain Military affiliated golf courses.	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	NA	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	NA	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	NA	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are 0% 30 days for cash, check, and EFT payments.	*

60	Describe any leasing or financing options available for use by educational or governmental entities.	Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers. Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. As of this submission, Toro has partnership agreements in the US with PNC Equipment Finance and TCF Equipment Finance, as well as DLL who focuses on State and Local Government (SLG) Financing, see attachment DLL Muni Brochure for more information in the form of a FAQ. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing. Current program offerings are provided to our channel partners on a monthly or quarterly basis. In Canada, Toro's distributors hold direct relationships with financial institutions. Our other brands and divisions provide leasing and financing options as well, details can be found at the local dealer.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	As order processing and invoicing are handled by the local dealer, we do not have any standard transaction documents.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our proposed pricing model is discount by category. Most of our categories are percentage discount off MSRP, with two flat-rate discounts on specific categories. In addition to listing out those discounts in question 64, you will find them attached as Sourcewell_Pricing_Matrix_Toro. This sheet is intended to be posted in the event of an award, as it is on our current contract landing page. For reference, Toro also provides an MSRP file with each product categories' discount clearly listed. This file contains SKU information for convenience. You will find an example in attached - Sourcewell_MSRP_RFP.DRAFT As we are only able to upload one file for Pricing, these two items have been combined. The first page is the pricing matrix that will be posted to our contract landing page in the event of an award. To remain consistent with the current Sourcewell contract, ceiling price is contract price at time of delivery.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Commercial Equipment 22% Specialty Vehicles 7% Bullseye 5% LCE 27% LCE Snow 20% Sidewalk Base $500 off Sidewalk Atch $150 off Liquid De-Ice 10% Truck Plows 25% Truck Spreaders 25% Compact Equipment 25% Heavy Equipment 25% Golf Irrigation 40% ResCom 40% Toro Dxi 35% Rain Master Controllers 35% Rain Master Controller Parts 0% 4520 Series 8% 2120 Series 3% SiteWorks Systems (SWS) - 17%	*

65	Describe any quantity or volume discounts or rebate programs that you offer.	Due to the breadth of product offering and the use of local independent dealerships, we do not offer a blanket volume discount. Toro does understand the value, so we have extended the option for our Commercial Distributors to offer another program to municipal customers if they choose. This program is a free goods program that extends a set dollar amount based on the total award value of product purchased on a single PO. Details of the current program can be requested from the local dealer. Attached are the details of the program as of this submission. SmartValue_Nov24	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our network of independent dealers carry an array of related products. When a Sourcewell member chooses to include those items, they will - - be clearly labeled as open-market - not exceed the MSRP of that item - have any setup, delivery, or freight charges clearly labeled	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	SETUP When an order involves setup charges, it will be – a) Determined by the delivering dealer b) Clearly labeled as such unless otherwise requested by the customer. - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request. c) Calculated using one of the following methods - 1) Manufacturers Setup Time x Dealers posted labor rate, or 2) 5% of the total product cost, with an additional 5% for cabbed units Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards. TRAINING Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer. INSTALLATION Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is included for products within the Commercial Equipment category with a delivery address within the continental US. All other product categories may incur freight charges, which will be discussed with the customer up front and included on any quote. Delivery is not included. Standard delivery fees will not exceed 5% of the total cost of goods. Non-standard delivery charges will be discussed with the customer up front and included on any quote.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Discounts on products will remain the same for Alaska, Hawaii, or any offshore delivery. Freight costs for those sales will be determined by the local dealer and clearly communicated to the customer up front and included in any quote.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our Commercial Distributors are established partners in their areas of geographic coverage. This allows them to maintain a local inventory. Our Distributor partners have facilities throughout the US and Canada ranging from 10,000 sqft to 150,000 sqft. This allows customers to have the most efficient access to available products in their market.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	As our sales process relies on the local dealer/distributor for quoting, ordering, and invoicing, we front load the pricing verification step. Each of our divisions provide their dealer network with current Sourcewell pricing that is required to be used until it is updated. For example, our Commercial products are loaded into our quoting system that contains Sourcewell Pricing managed by Toro. This allows our distributors to simply choose the Sourcewell Program pricing, and it will automatically pull the current contract price. We also include contact information on our contract landing page to reach out directly to a Toro Representative to validate a quote is in compliance with the Sourcewell contract. Toro will be paying all administrative fees, and we understand the value of proper reporting. To accomplish this, Commercial distributors are incentivized to submit accurate and timely reports. The Toro Company has a long history of accurate and timely reporting and administrative fee payments with Sourcewell and our other contract partners.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Toro will pay a 1% Administrative fee on the total award price for the sale of all contracted products.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NA	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance. • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • OTHER BRANDS Toro is also including other brands under the The Toro Company; Boss, Bullseye, Siteworks, and Ventrac. These product lines round out our ground maintenance portfolio to create the most comprehensive Grounds Equipment offering we have found in the market. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	(•) Yes ( ) No	Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.	*
78	Irrigation and aeration equipment, systems, parts, and installation	(•) Yes ( ) No	Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.	*
79	Beach and waterfront maintenance equipment and accessories	(•) Yes ( ) No	Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell_Pricing_Combined.pdf - Friday November 22, 2024 08:54:41
- Financial Strength and Stability - 2023_financial_summary.pdf - Friday November 15, 2024 15:35:46
- Marketing Plan/Samples - Toro_Sourcewell_Sell_Sheet_4_24.pdf - Friday November 15, 2024 15:39:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Master Agreement_Grounds_Maintenance_Eqt_RFP_MD red.docx - Thursday November 21, 2024 05:55:26
- Upload Additional Document - TTC_Sourcewell_Zipped.Files.zip - Friday November 22, 2024 10:23:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Edric Funk, Group VP, Golf, Grounds, and Irrigation, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

AMENDMENT #1
TO
CONTRACT # 112624-TTC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **The Toro Company** (Supplier).

Sourcewell awarded a contract to Supplier to provide Grounds Maintenance Equipment and Related Attachments to Sourcewell and its Participating Entities, effective January 30, 2025, through January 31, 2029 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 64 of "Table 6: Pricing (400 Points)" of the Proposal is deleted in its entirety and replaced with the following:

   Toro offered discounts will range from 0%-40% off current MSRP.

2. Line item 67 of "Table 6: Pricing (400 Points)" of the Proposal is delete in its entirety and replaced with the following:

   SETUP
   When an order involves setup charges, it will be –
   a) Determined by the delivering distributor/dealer
   b) Clearly labeled as such unless otherwise requested by the customer.
      - In the event a quote is a lump-sum total, or other method that does not show line-item details, line-item details will be used to determine the contract price and will be available upon request.
   c) Calculated using one of the following methods -
      1) Manufacturers Setup Time x Distributor/Dealer posted labor rate, or
      2) 5% of the total product cost, with an additional 5% for cabbed units

   Different methods are required due to the wide array of products being offered. Setup charges are consistent with market standards.

Docusign Envelope ID: FF149638-A4B4-447D-B7FE-C38E8811FBEC

TRAINING
Standard training on equipment is included at time of delivery. If a customer requests additional training, either beyond standard operators training or at a time other than delivery, associated costs will be determined with the local dealer.

INSTALLATION
Many of our products can be installed on customer owned vehicles. While this service is available, due to the variety of factors involved in those type of sales, installation costs for contracted products on customer supplied vehicles will be determined with the local dealer and will be discussed up front and included on any quote.

Installation/setup for autonomous solutions can be added at the discretion of the distributor, not to exceed 10% of the total product cost.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer

Date: 3/17/2025 | 8:59 AM CDT

The Toro Company

By: Signed by: Brooke Carey 1279DCB06D184BD...
Brooke Carey, Federal Contracts Manager

Date: 3/17/2025 | 8:44 AM CDT

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING THE PURCHASE OF TORO GOLF COURSE FLEET MAINTENANCE EQUIPMENT FROM THE TORO COMPANY IN AN AMOUNT NOT TO EXCEED $1,274,029.90 UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 112624; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 10, 2023, the City of Miami Springs (the "City") placed an intent to purchase Toro Golf Course Fleet Maintenance Equipment (the "Equipment") in order to secure replacement of existing equipment that has reached the end of its useful lifecycle and to facilitate the day-to-day operations of the City's Golf and Country Club; and

WHEREAS, the type of purchase contemplated by the City has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a unit of government, which has entered into Sourcewell Contract No. 112624 (the "Sourcewell Contract") with The Toro Company (the "Vendor"); and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to ratify the purchase of the Equipment from the Vendor in an amount not to exceed $1,274,029.90, consistent with the Sourcewell Contract, and the Vendor's quote, attached hereto as Exhibit "A" (the "Quote"), as the pricing, offered pursuant to the Sourcewell Contract is in the City's best interest; and

WHEREAS, the City Council declares the equipment listed on Exhibit "B" attached hereto (the "Surplus Equipment") as surplus property as the Surplus Equipment has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the City Manager to sell or otherwise dispose of the Surplus Equipment; and

WHEREAS, the City Council finds that this Resolution is in the best interest and

welfare of the residents of the City.

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

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

Section 2. Ratification of Purchase. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby ratifies the purchase of the Equipment from the Vendor in an amount not to exceed $1,274,029.90, consistent with the Sourcewell Contract and the Vendor's Quote attached hereto as Exhibit "A."

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 $1,274,029.90.

Section 4. Declaration of Surplus Property. That the Surplus Equipment have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes. Accordingly, the City Council declares the Surplus Equipment listed on Exhibit "B" attached hereto to be surplus personal property of the City.

Section 5. Authorizing Sale or Disposition of Surplus Property. That the City Manager is hereby authorized to sell or dispose of the Surplus Equipment by public auction or other procedure determined by the City Manager to be in the best interests of the City. Any surplus property items acquired by the City pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 6. 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 Joseph Dion _____

Councilmember Fabian Perez-Crespo _____
Councilmember Orlando Lamas _____
Councilmember Jorge Santin _____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
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

1301 NW 3rd Street, Deerfield Beach, FL 33442

Q-14908

Date: April 10, 2023
Expires: May 10, 2023

Prepared For:

Laurie Bland
Superintendent
Miami Springs Golf and Country Club
650 Curtiss Parkway
Miami Springs, FL 33166

Ship To:

MIAMI SPRINGS GOLF & CC
650 CURTISS PARKWAY
MIAMI SPRINGS, FL 33166

Sourcewell Cooperative Contract Number: Toro 031121-TTC. Ventrac 031121TTC-2. Effective 4/31/2021 - 4/30/2025

Total Units	Qty	Model No.	Description	Unit Price	Extended Price
5	1	04860	Toro Greensmaster Flex 1021	$15,798.90	$78,994.50
	1	04863	11-Blade Flex ES Cutting Unit Flex 1021		
	1	04027	21 in Narrow Wiehle Roller		
	1	04135	LED Light Kit		
5	1	04238	Toro TransPro 80	$1,989.00	$9,945.00
	1	04247	Rail Ramp Kit (TransPro 80)		
4	1	04358	Toro Greenmaster 3150-Q	$42,483.48	$169,933.92
	3	04654	11 Blade Cutting Unit		
	3	04255	Narrow Wiehle Roller Each		
	1	04554	Light Kit - LED		
1	1	04358.ACC	Accessories for Greensmaster 3150-Q	$10,060.14	$10,060.14
	3	04257	Front Full Roller, Each		
	3	04479	Thatching Reel (Set of 1)		
	3	105-5740	Lift Hook		
2	1	03780	Toro Reelmaster 7000-D - 55 hp Tier 4-Compliant Diesel	$110,590.20	$221,180.40
	5	03722	27 Inch 11 Blade (RR) Radial Reel EdgeSeries		
	1	03405	7 in Weight for CUs w/o Attachments Set of 5		
	1	30669	White Universal Sunshade		
	1	138-2995	Power Harness Kit		
	1	03248	Switch Panel Universal Sunshade		
	1	03247	Operator Cooling Fan		
	1	140-1554	SUNSHADE WORK LIGHT KIT		
2	1	30885	Toro Groundsmaster 4500-D	$89,516.94	$179,033.88
	1	30669	White Universal Sunshade		
	1	03247	Operator Cooling Fan		
	1	03248	Switch Panel Universal Sunshade		
	1	138-2995	Power Harness Kit		
	1	140-1554	SUNSHADE WORK LIGHT KIT		

1	1	30807	Toro Groundsmaster 3500-D	$46,892.80	$46,892.80
	1	30669	White Universal Sunshade		
	1	138-2993	Power Harness Kit		
	1	03247	Operator Cooling Fan		
	1	03248	Switch Panel Universal Sunshade		
	1	140-1554	SUNSHADE WORK LIGHT KIT		
	1	136-3315	Wheel Weight Kit GM3500/RM3100		
1	1	41188	Toro Multi Pro 1750	$51,210.60	$51,210.60
	11	117-5837	White 0.80 gpm asm (nozzle + cap + gasket)		
	11	117-5836	Gray 0.60 gpm asm (nozzle + cap + gasket)		
	1	30669	White Universal Sunshade		
	1	03247	Operator Cooling Fan		
	1	138-2999	Power Wire Harness Kit MP1750		
	1	03248	Switch Panel Universal Sunshade		
	1	140-1554	SUNSHADE WORK LIGHT KIT		
	1	41159	Electric Hose Reel Kit - MP1750 KZ Valve		
	1	41208	Clean Rinse Kit - MP1750		
	1	41249	Foam Marker Kit		
	1	136-0457	Foam Marker Finish Kit, MP1750		
1	1	41394	Toro Multi Pro 5800-G with ExcelaRate	$72,081.47	$72,081.47
	12	117-5837	White 0.80 gpm asm (nozzle + cap + gasket)		
	12	117-5836	Gray 0.60 gpm asm (nozzle + cap + gasket)		
	1	41249	Foam Marker Kit		
	1	41010	LED Rear Work Light Kit		
	1	41614	30 Gallon Fresh Water Rinse Kit		
	1	41621	Electric Hose Reel Kit, MP5800 KZ Valve		
	1	136-0458	Foam Marker Finish Kit, MP5800		
1	1	08743	Toro Sand Pro 3040	$24,857.04	$24,857.04
	1	08714	Manual Blade (40 Inch)		
	1	08751	Tooth Rake		
	1	08752	Spring Rake		
	1	08740	LED Light Kit, Sand Pro		
2	1	44552	Toro Pro Force Debris Blower Tow Behind	$10,242.18	$20,484.36
1	1	44856	Toro Turf Aerator 686 (78 in Towed - 2017 1 Weight Std)	$11,697.01	$11,697.01
	96	108-9299	3/4 Inch Spoon Tine Closed		
	96	01-283-0040	6 Inch Slicing Blade Tine		
	1	68-608-3521	Tractor Remote Kit		
1	1	07055	Toro Rake-O-Vac	$45,668.22	$45,668.22
1	1	44701	Toro ProPass 200 Base	$19,398.60	$19,398.60
	1	44724	Propass Tow Chassis And Fender Kit		
	1	44713	ProPass Hydraulic Power Pack		
1	1	44931	Toro MH-400 SH2 Base	$42,217.50	$42,217.50
	1	44938	MH-400 Cross Conv/ Swivel Kit / Option Caddy		
	1	44944	MH-400 Twin Spinner (SH/EH)		

Q-14908

3	1	07384	Toro Workman - (HDX) 2WD (Kubota Gas)	$35,355.06	$106,065.18
	1	07372	Canopy		
	1	07373	Folding Windshield		
	1	07316	High Flow Hydraulics Kit HDX		
	1	07408	Hand Throttle Kit HDX (2017+)		
8	1	07235	Toro Workman MDX	$13,936.26	$111,490.08
	1	07324	Canopy WM MD/MDX		
	1	07326	Folding Windshield for WM MD/MDX		
2	1	0009107-N	Salsco 13hp Gas Greens Roller HP11-III Electric Start Honda w/Trailer	$26,409.60	$52,819.20
	1	0161399-N	Brush Kit HP11-III		

Terms:	Net 30
Equipment Total	$1,274,029.90
Sales Tax	$0.00
Totals:	$1,274,029.90

Warranty
The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Salsco offers a one-year warranty on all Salsco Rollers and a five-year warranty on all Salsco manufactured parts.

The undersigned hereby orders from Hector Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Hector Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to douglas.francis@hectorturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: Tammy Romero

Date: July 10, 2023

Thank you for considering Hector Turf for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Douglas Francis

Territory Manager Golf and SFG
(305) 970-5980, douglas.francis@hectorturf.com

Miami Springs Golf Course Maintenance Property Asset List for upcoming auction

Equipment	Model	Serial	Purchased From	Purchase Date
Toro Sand Pro	3040	08703-402521663	Hector Turf	Oct-18
Greensmaster 1	3150 Q	04358-403263562	Hector Turf	Oct-18
Greensmaster 2	3150 Q	04358-403263588	Hector Turf	Oct-18
Greensmaster 1 Tee-mower	3150 Q	04358-403167319	Hector Turf	Oct-18
Greensmaster 2 Tee-mower	3150 Q	04358-403167301	Hector Turf	Oct-18
Toro Rough Mower 5 Blade 1	4500 D	30881-403360412	Hector Turf	Oct-18
Toro Rough Mower 5 Blade 2	4500 D	30881-403360410	Hector Turf	Oct-18
Toro Workman 1	HDX	07384-403402553	Hector Turf	Oct-18
Toro Workman 2	HDX	07384-403363526	Hector Turf	Oct-18
Toro Workman 3	HDX	07384-403402570	Hector Turf	Oct-18
Groundsmaster	3500 D	30807-316000141	Hector Turf	Oct-15
Fairway Reelmaster 1	7000 D	03780-403349750	Hector Turf	Oct-18
Fairway Reelmaster 2	7000 D	03780-403349749	Hector Turf	Oct-18
Salsco Gas Roller 1	9071	17012200090715671	Hector Turf	Oct-18
Salsco Gas Roller 2	9071	17012200090715670	Hector Turf	Oct-18
Toro Proforce Blower 1	Pro Force	44552-403062357	Hector Turf	Oct-18
Toro Proforce Blower 2	Pro Force	44552-403062358	Hector Turf	Oct-18
Multi Pro 5800G	300 gallon	41394-403389278	Hector Turf	Oct-18
Multi Pro 1200	175 gallon	41188-402965033	Hector Turf	Oct-18
Toro Workman 1	GTX	07042-403120505	Hector Turf	Oct-18
Toro Workman 2	GTX	07042-403334594	Hector Turf	Oct-18
Toro Workman 3	GTX	07042-403334588	Hector Turf	Oct-18
Toro Workman 4	GTX	07042-403334608	Hector Turf	Oct-18
Toro Workman 5	GTX	07042-403070297	Hector Turf	Oct-18
Toro Workman 6	GTX	07042-403070321	Hector Turf	Oct-18
Dakota Topdresser	410	217 13	Show Turf John Deere	Oct-13

Use	Auction Price
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AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
Public Works recommends that the City Council approve the acceptance of the Notice of Grant Award (NOGA) for the SFY 2027 Public Transit Service Development Program, Application FM: 455974-1-84-02, from the Florida Department of Transportation (FDOT) in the amount of $116,500.00 for the City's On-Demand Transit Service. The City has budgeted the required matching funds in the amount of $116,500.00 in the current fiscal year.

Discussion/Analysis:
The City continues to enhance its public transit system by implementing an on-demand transit service designed to provide residents with convenient door-to-door transportation upon request. Currently, the City operates a fixed-route transit bus with designated stops and a "Wave" feature that allows passengers to board the bus at any point along the route. This service operates on an hour-long loop and connects key destinations throughout the City and the Village of Virginia Gardens.

The on-demand service will expand mobility options for residents and is expected to replace the existing fixed-route service once the program is fully established and operational. This initiative reflects the City's commitment to improving accessibility,

convenience, and overall transit efficiency.

Funding:
Acceptance of this grant award requires matching City funds in the amount of $116,500.00, which have already been allocated in the current fiscal year budget.

AGENDA MEMORANDUM

Meeting Date: 12/8/2025

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: Notice of Grant Award (NOGA) -SFY 2027

Public Transit Service Development Program Application

FM: 455974-1-84-02

RECOMMENDATION:

Public Works recommends that the City Council approve the acceptance of the Notice of Grant Award (NOGA) for the SFY 2027 Public Transit Service Development Program, Application FM: 455974-1-84-02, from the Florida Department of Transportation (FDOT) in the amount of $116,500.00 for the City's On-Demand Transit Service. The City has budgeted the required matching funds in the amount of $116,500.00 in the current fiscal year.

DISCUSSION:

The City continues to enhance its public transit system by implementing an on-demand transit service designed to provide residents with convenient door-to-door transportation upon request. Currently, the City operates a fixed-route transit bus with designated stops and a "Wave" feature that allows passengers to board the bus at any point along the route. This service operates on an hour-long loop and connects key destinations throughout the City and the Village of Virginia Gardens.

The on-demand service will expand mobility options for residents and is expected to replace the existing fixed-route service once the program is fully established and operational. This initiative reflects the City's commitment to improving accessibility, convenience, and overall transit efficiency.

FISCAL IMPACT:

Acceptance of this grant award requires matching City funds in the amount of $116,500.00, which have already been allocated in the current fiscal year budget.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $116,500; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RELATING TO THE SAME; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") has been awarded a matching Public Transit Service Development Program Grant (the "Grant") in the amount of $116,500 by the Florida Department of Transportation ("FDOT") to support the City's enhancement of its public transit system by implementing an on-demand transit service component; and

WHEREAS, in order to secure the Grant, the City must enter into the Grant Agreement (the "Agreement") attached hereto as Exhibit "A" with FDOT; and

WHEREAS, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Acceptance. That the City Council hereby accepts the Grant.

Section 3. Approval. That the City Council hereby approves the Agreement with FDOT relating to the Grant.

Section 4. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents which

are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 5. 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 Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088774
455974-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55062020629
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	F596000374002
Contract Number:	G3G20	Federal Award Date:	N/A		
CFDA Number:	N/A	Agency UEI Number:	TCHNUBPYGYK1		
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Miami Springs, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in City of Miami Springs to provide on-demand transit service , as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $233,100. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $116,550 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Miami Springs

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: D6-Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

To: Simon.Huang@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3G20

8/11/2025

CONTRACT INFORMATION

Contract:	G3G20
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF MIAMI SPRINGS
Vendor ID:	F596000374002
Beginning Date of This Agreement:	08/08/2025
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = $116,550.00
Description:	SFY26 SERVICE DEVELOPMENT GRANT FOR CITY OF MIAMI SPRINGS ON-DEMAND TRANSIT SERVICE

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 8/11/2025

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55062020629
Expansion Option:	A1
Object Code:	751000
Amount:	$116,550.00
Financial Project:	45597418401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2026
Budget Entity:	55100100
Category/Category Year:	088774/26
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $116,550.00

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The City of Miami Springs will provide on-demand transit service within the city limits and Village of Virginia Gardens. The service will have two (2) ride share vehicles that can be requested via mobile application or phone that will operate for a total of 56 service hours per week. This service links residents to key destinations within Miami Springs and Virginia Gardens, including commercial districts, public services, and regional transit hubs along NW 36th Street, such as the Hialeah Metrorail Station, Intermodal Freight Terminal, and Miami International Airport.

B. Project Location (limits, city, county, map): City of Miami Springs/Miami Springs & Village of Virginia Gardens, FL/Miami-Dade

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): The City of Miami Springs will provide on-demand transit within the city limits and Village of Virginia Gardens

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455974-1-84-01	DDR	088774	2026	751000	55.012	Public Transit Service Development Program	$116,550.00
		Total Financial Assistance					$116,550.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$116,550	$116,550	$0	$233,100
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$116,550***	***$116,550***	***$0***	***$233,100***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	30.09.01
Common Name/UZA Name (Transit Only)	Operating Assistance

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Simon Huang
Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System. In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $116,550

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

RON DESANTIS
GOVERNOR

Florida Department of Transportation
1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

October 21, 2025

TO: Juan Pena
Director of Public Works
345 North Royal Poinciana Blvd
Miami Springs, FL 33166

FROM: Mr. Raymond Freeman
District Six Passenger Operations Manager

SUBJECT: NOTICE OF GRANT AWARD (NOGA) – SFY 2027
PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM APPLICATION
FM: 455974-1-84-02

Dear Mr. Pena,

The Florida Department of Transportation (FDOT) conducted an evaluation of your submitted proposal per Sections 341.051, 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.), and Rule Chapter 14-73, Florida Administrative Code (F.A.C.), Public Transportation. Based on the established criteria and available funding sources, City of Miami Springs has been awarded Service Development Program funds for the project below:

Award Description	Total Budget	Awarded Funding
City of Miami Springs On-Demand Service	$233,000.00	$116,500.00

Please be advised that the funding award cited above requires local funds from City of Miami Springs to match the State funds programmed for this project. Therefore, please provide certification of available local funds for the project to the District no later than **January 1,2026**. Funding is subject to the availability of an annual appropriation by the Florida Legislature (the spending authority). Prior to commencement of any work or services, City of Miami Springs must enter into a State Funded Agreement with FDOT.
Should you have any queries or need additional information, please feel free to contact me at (305) 470-5255 or via email at Raymond.Freeman@dot.state.fl.us or Simon Huang at (305) 470-5496 or via email at Simon.Huang@dot.state.fl.us.

Regards, Raymond Freeman

Raymond Freeman, *District Six Passenger Operations Manager*

Cc: Nilia Cartaya, Florida Department of Transportation; Christopher Rosenberg, Miami-Dade Transportation Planning Organization

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GOLFNOW, LLC FOR A COMPREHENSIVE TECHNOLOGY PLATFORM FOR THE MANAGEMENT AND DISTRIBUTION OF TEE TIMES AT THE MIAMI SPRINGS GOLF AND COUNTRY CLUB; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") desires to obtain a comprehensive technology platform for the management and distribution of tee times at the Miami Springs Golf and Country Club, including all software, hardware, marketing, and/or technology services necessary (the "Services"); and

WHEREAS, the type of Services needed by the City have been established by agreement between GolfNow, LLC (the "Contractor") and Miami-Dade County (the "County Contract"); 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, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to negotiate and execute an agreement (the "Agreement") in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services consistent with the terms and conditions of the County 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. That 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 Agreement with the Contractor for the Services pursuant to Section 31-11(E)(5) of the City Code.

Section 3. **Authorization.** The City Council hereby authorizes the City Manager to negotiate and execute the Agreement in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the City Manager is authorized to execute any purchase order, work order, or other required documentation for the Services described in this Resolution and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. **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 Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
GOLFNOW, LLC

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made effective as of the _____day of _____, 2025 (the "Effective Date"), by and between the **CITY OF MIAMI SPRINGS, FLORIDA,** a Florida municipal corporation, (the "City" or "Client"), and **GOLFNOW, LLC,** a Florida limited liability company (hereinafter, the "Contractor") collectively, the City and the Contractor are referred to as the "Parties."

WHEREAS, the City desires to obtain a comprehensive technology platform for the management and distribution of tee times at the Miami Springs Golf and Country Club, including all software, hardware, marketing, and/or technology services necessary (the "Services"); and

WHEREAS, the type of Services needed by the City have been established by agreement between Contractor and Miami-Dade County (the "Miami-Dade County Contract"), which is attached hereto as Exhibit "A"; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Miami-Dade County Contract attached hereto as Exhibit "A," except as otherwise modified or amended herein; and

WHEREAS, Contractor has provided the City a Proposal (the "Proposal") attached hereto as Exhibit "B" for the provision of the Services; and

WHEREAS, the City desires to engage Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Miami-Dade County Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Miami-Dade County Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **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 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 Services shall apply:

   A. First Priority: Base Agreement (this Professional Services Agreement);

   B. Second Priority: State Required Affidavits;

C. Third Priority: Exhibit A – Miami-Dade County Contract; and

D. Fourth Priority: Exhibit B – Proposal, inclusive of Contractor Standard Terms and Conditions for Products and Services referenced therein.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Miami-Dade County Contract unless otherwise provided in this Agreement. All references to Miami-Dade County, or the "County", shall be replaced with the City of Miami Springs, or the "City", where applicable.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Scope of Services.** Contractor shall provide the Services as set forth in the Contractor's Proposal attached hereto as Exhibit "B" of attached hereto.

Additionally, Contractor agrees that the timeline for the implementation of Services shall be as follows:

Phase	Agenda	Duration	Timeline for Completion
Preparation	City shall work with GolfNow to review, choose and approve a template.	7 calendar days	Within 1 week of the Effective Date.
Preliminary Set-Up	GolfNow designers shall move all content over from the City's current website to the new website.	3 weeks.	Within 3 weeks of completion of the Preparation Phase.
Final Edits	City shall review and GolfNow shall provide all of City's requested final edits to the Website.	7 calendar days	Within 1 week of completion of the Preliminary Set-Up Phase
Go-Live	New Website shall be launched.		Within 60 days after the Final Edits Phase.

6. **Compensation.** The Contractor shall collect transaction fees and merchant processing fees for the provision of the Services from patrons of the Miami Springs Golf and Country Club, all as set forth in greater detail in the rate schedule included in the Contractor's Proposal attached hereto as Exhibit "B."

7. **Term.** The term of this Agreement shall be from the Effective Date for two (2) years (or 24 months), thereafter, unless terminated earlier in accordance with the provisions of the Miami-Dade County Contract or this Agreement. This Agreement shall be automatically renewed for successive two year terms ("Renewal Terms"), unless the City provides notice 30 days before the expiration of the then current term of the City's intent not to renew the term of the Agreement.

8. **Public Records.**

   A. Contractor acknowledges that all, reports, compiled information, and all similar or related information (whether patentable or not) provided in conjunction with the Services and are specifically relating to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. For the avoidance of doubt, Contractor's software and Services, including any shared documentation relating to those software and Services, are provided under a license to City, shall at all times remain the property of Contractor, and are not Work Product. 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 Agreement) to establish and confirm such ownership of Work Product (including, without limitation, assignments, powers of attorney and other instruments).

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

   C. 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.

D. 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 Agreement are and shall remain the property of the City.

E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement 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 Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

H. <u>Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.</u> 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, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.

9. **<u>Prohibition of Contingency Fees</u>.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10. **<u>Background Checks.</u>** Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the City shall select this box: ☒.

11. Amendment to Article 6 of Miami-Dade County Contract. Article 6 "Notice Requirements," of the Miami-Dade County Contract is hereby amended as follows:[1]

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by or by courier services; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or email (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

a) To the ~~Project Manager~~ City:
~~Miami-Dade County Parks, Recreation & Open Spaces~~
~~Attn: Bernie Rodriguez~~
~~275 NW 2nd Street~~
~~Miami, Florida 33128-1974~~
~~Phone: (305) 270-2984 ext. 1041~~
~~E-Mail: Bernie.Rodriguez@miamidade.gov~~

~~To the Contract Manager:~~
~~Strategic Procurement Department~~
~~Attn: Chief Procurement Officer~~
~~111 NW ST. Street, Suite 1300~~
~~Miami, FL 33128-1974~~
~~Phone: (305) 375-4900~~
~~E-Mail: cpo@miamidade.gov~~

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

b) To ~~the Licensor~~ Contractor:
GolfNow, LLC
7580 Golf Channel Drive
Orlando, FL 32819
Attn: ~~Jack Leonard~~ Kelly Nazari
Phone: ~~(407) 271-0059~~ (407) 494-9636
E-Mail: ~~jack.leonard@nbcuni.com~~ Kelly.nazari@nbcuni.com

Either party may at any time designated a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

12. **Amendment to Article 8 of Miami-Dade County Contract.** Article 8 "Indemnification and Insurance," of the Miami-Dade County Contract is hereby amended as follows:

Article 8. The ~~Licensor~~ Contractor shall indemnify, defend and hold harmless the ~~County~~ City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the ~~County~~ City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the ~~Licensor~~ Contractor or its employees, agents, servants, partners, principals, or Subcontractors. The ~~Licensor's~~ Contractor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the ~~County~~ City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The ~~Licensor~~ Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the ~~Licensor~~ Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the ~~County~~ City or its officers, employees, agents, and instrumentalities as herein provided. 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. The provisions of this section shall survive termination of this Agreement.

Upon ~~County's~~ City's notification, the ~~Licensor~~ Contractor shall furnish to the City Manager or his or her designee ~~Strategic Procurement Department~~, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of ~~Licensor~~ Contractor as required by Florida Statue 440.
B. Commercial General Liability Insurance in am amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. The City of Miami Springs, Florida must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.
D. Professional Liability Insurance in an amount not less than $1,000,000 per claim.
E. Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwich, New Jersey, or its equivalent, subject to the approval of the ~~County's~~ City's Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business In Florida," issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of ~~Miami-Dade County~~ the City of Miami Springs, Florida as the certificate holder must appear on the certificate of insurance as follows:

~~**Miami-Dade County, Florida**~~
~~**111 NW 1st Street**~~
~~**Suite 2340**~~
~~**Miami, Florida 33128-1974**~~

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

Compliance with the foregoing requirements shall not relieve the ~~Licensor~~ Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the ~~Licensor~~ Contractor shall have an additional five business days to submit a corrected certificate to the ~~County~~ City. If the ~~Licensor~~ Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the ~~Licensor~~ Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the ~~County~~ City.

The ~~Licensor~~ Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the ~~County~~ City. If the certificate of insurance is scheduled to expire during the term of the Contract, the ~~Licensor~~ Contractor shall submit new or renewed certificate of insurance to the ~~County~~ City before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the ~~County~~ City may suspend the Contract until the new or renewed certificate is/are received by the ~~County~~ City in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the ~~County~~ City may, at its sole discretion, terminate the Contract for cause and the ~~Licensor~~ Contractor shall be responsible for all direct and indirect costs associated with such termination.

13. **Amendment to Article 37 of the Miami-Dade County Contract.** Article 37, "Governing Law," of the Miami-Dade Contract is hereby amended to incorporate subpart (b) and shall read as follows:

Article 37. Governing Law

A. This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

B. Waiver of Jury Trial. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

14. **Deletions.** The Articles 5, 7, 12, 15, 31, and 40 of the Miami-Dade County Contract and Sections 18, 19, 20, and 22 of the GolfNow Standard Terms and Conditions are hereby deleted in their entirety.

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

A. 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.

B. 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 Statues, 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.

C. **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.

D. **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.

E. **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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

By: _____
J.C. Jimenez, ICMA-CM
City Manager

Attest:

By: _____
Erika Gonzalez, MMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
jimenezjc@miamisprings-fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

GOLFNOW, LLC

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

GolfNow, LLC_____
Attn: Kelly Nazari_____
7580 Golf Channel Drive_____
Orlando, FL 32819_____
(407) 494-9636_____(telephone)
Kelly.nazari@nbcuni.com_____(email)

With a copy to:
GolfNow, LLC_____
Attn: Legal_____
7580 Golf Channel Drive_____
Orlando, FL 32819_____
_____(telephone)
_____(email)

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:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
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: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
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 ethe 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: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
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

EXHIBIT A
Miami-Dade County Contract
Golf Management Software Golf 365 Premier (Contract No. BW-10394)

Contract Title: Golf Management Software Golf365 Premier
Contract No. BW-10394

THIS AGREEMENT for the provision of Golf Management Software Golf365 Premier, made and entered into as of this 2.C.,Th day of :Iu--IG. by and between GolfNow, LLC, a corporation organized and existing under the laws of the State of Florida, having its principal office at 7580 Golf Channel Drive, Orlando, FL 32819 (the "Licensor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Licensor have agreed to establish this Agreement for a system upgrade to the Golf Management Software Golf365 Premier from the Licensor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS the Licensor desires to provide to the County continual Hosted Software License, Maintenance, and Support Service for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.

c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

d) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.

e) The word "Licensor" to mean GolfNow, LLC, NBC Sports Next, and its permitted successors.

0 The word "Days" to mean calendar days.

g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Licensor to the Project Manager for review and approval pursuant to the terms of this Agreement.

h) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed

by the Licensor.

k) The words "Service" or "Services" to mean all matters and things required to be done by the Licensor in accordance with the provisions of this Contract and as further described in Appendix A, Scope of Services.

l) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Licensor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Licensor and whether or not in privity of Contract with the Licensor.

m) The word "Work" to mean all matters and things required to be done by the Licensor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 45; 2) Appendix A and Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.

) The terms "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.

The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters 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. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

b) The Licensor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.

c) The Licensor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Licensor shall perform the same as though they were specifically mentioned, described, and delineated.

d) The Licensor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

e) The Licensor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Licensor agrees to provide input on policy issues in the form of recommendations. The Licensor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Licensor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this agreement and shall continue through the last day of the 36th month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Licensor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

() **To the County**

a) to the Project Manager:

Miami-Dade County Parks, Recreation & Open Spaces
Attention: Bernie Rodriguez
275 NW 2nd Street
Miami, FL 33128-1974
Phone: (305) 270-2984 ext: 1041
E-mail: Bernie.Rodriguez@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Licensor

GolfNow, LLC
7580 Golf Channel Drive
Orlando, FL 32819
Attention: Jack Leonard
Phone: (407) 271-0059
E-mail: jack.leonard@nbcunl.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

Trade & Payment Terms: There will be no payments required from the County. The Licensor will receive compensation from the bookable tee times it sells for each golf course. The Licensor cannot sell below 20% of the County's posted tee time rate for each golf course listed. In the event the County moves to a prepaid system during the term of this contract, the Licensor agrees it cannot sell below 10% of the County's posted tee time rate for each golf course listed.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

The Licensor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Licensor or its employees, agents, servants, partners principals or Subcontractors. The Licensor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Licensor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Licensor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Upon County's notification, the Licensor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Licensor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Professional Liability Insurance in an amount not less than $1,000,000 per claim.

E. Cyber Liability Insurance to include data breach and third-party liability, in an amount not less than $1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than **"A-"** as to management, and no less than **"Class VII"** as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974

Compliance with the foregoing requirements shall not relieve the Licensor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Licensor shall have an additional five business days to submit a corrected certificate to the County. If the Licensor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Licensor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Licensor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Licensor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Licensor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 9. MANNER OF PERFORMANCE

a) The Licensor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Licensor in all aspects of the Work. At the request of the County, the Licensor shall promptly remove from the Project any Licensor's employee, Subcontractor, or any other person performing Work hereunder. The Licensor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Licensor.

b) The Licensor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Licensor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Licensor's personnel as used in this Article shall not require the termination and/or demotion of such Licensor's personnel.

c) The Licensor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of

competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Licensor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Licensor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.

e) The Licensor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.

The Licensor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 10. EMPLOYEES OF THE LICENSOR

All employees of the Licensor shall be, at all times, employees of the Licensor under its sole direction and not employees or agents of the County. The Licensor shall supply competent employees. Miami-Dade County may require the Licensor to *remove* an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

The Licensor is, and shall be, in the performance of all Work and activities under this Agreement, an independent Licensor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Licensor's sole direction, supervision, and control. The Licensor shall exercise control *over* the means and manner in which it and its employees perform the Work, and in all respects the Licensor's relationship and the relationship of its employees to the County shall be that of an independent Licensor and not as employees and agents of the County.

The Licensor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 12. DISPUTE RESOLUTION PROCEDURE

a) The Licensor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Licensor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Licensor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Licensor must, in the final instance, seek to resolve *every* difference concerning the Agreement with the Project Manager. In the *event* that the Licensor and the Project Manager are unable to resolve their difference, the Licensor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**

d) In the *event* of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone

associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereoD and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Licensor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Licensor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Licensor. Except as such remedies may be limited or waived elsewhere in the Agreement, Licensor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

0 This Article will survive the termination or expiration of this Agreement.

ARTICLE 13. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Licensor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Licensor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Licensor.

ARTICLE 14. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Licensor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Licensor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three years from the expiration date of this Agreement and any extension thereof.

ARTICLE 15. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Licensor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Licensor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission

Auditor's request. The Licensor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 16. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Licensor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County, except to an affiliate of Licensor or upon an acquisition or merger of Licensor.

ARTICLE 17. SUBCONTRACTUAL RELATIONS

a) If the Licensor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Licensor; and the Licensor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Licensor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Licensor.

b) The Licensor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Licensor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Licensor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Licensor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Licensor shall furnish to the County copies of all subcontracts between Licensor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Licensor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 18. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Licensor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Licensor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Licensor. The Licensor accepts all risk associated with using this information.

ARTICLE 19. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 20. TERMINATION AND SUSPENSION OF WORK

a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Licensor commits an Event of Default (as defined below in Article 21) and fails to cure said Event of Default (as delineated below in Article 22), or (ii) Licensor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

b) If County terminates this Agreement for cause under Article 20(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.

c) The foregoing notwithstanding, if the Licensors attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Licensor may be debarred from County contracting in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

d) In the event that the County exercises its right to terminate this Agreement, the Licensor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop Work on the date specified in the notice (the "Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event the Licensor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 21. EVENT OF DEFAULT

a) An Event of Default is a material breach of this Agreement by the Licensor, and includes but is not limited to the following:

i. the Licensor has not delivered Deliverables and/or Services on a timely basis;

ii. the Licensor has refused or failed to supply enough properly skilled staff personnel;
iii. the Licensor has failed to make prompt payment to Subcontractors or suppliers for any Services;

iv. the Licensor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Licensor's creditors, or the Licensor has taken advantage of any insolvency statute or debtor/creditor law or if the Licensor's affairs have been put in the hands of a receiver;

v. the Licensor has failed to obtain the approval of the County where required by this Agreement;

vi. the Licensor has failed to provide "adequate assurances" as required under subsection b below; or

vii. the Licensor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Licensor's ability to perform the Work or any portion thereof, the County may request that the Licensor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Licensor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Licensor for portions of the Work which the Licensor has not performed. In the event that the Licensor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation and/or material breach of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 22. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Licensor (the "Default Notice"), specifying the basis for such default, and advising the Licensor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Licensor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Licensor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Licensor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 23. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Licensor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

a) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and

b) such other direct damages.

The Licensor shall also remain liable for any liabilities and claims related to the Licensor's default.

ARTICLE 24. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Licensor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.

b) The Licensor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.

c) The Licensor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights,

service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Licensor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability relating to such infringement described above.

d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Licensor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Licensor's expense, the rights provided under this Agreement to use the item(s).

e) The Licensor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Licensor shall enter into agreements with all suppliers and Subcontractors at the Licensor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 25. CONFIDENTIALITY

a) All data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from Licensor's breach of any federal, state, or local law in regard to the privacy of individuals.

b) The Licensor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Licensor shall accompany such materials.

ARTICLE 26. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Licensor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software", which for the avoidance of doubt, shall exclude any software supplied by Licensor). All third-party license agreements must also be honored by the Licensor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Licensors' employees with the approval of the lessor or Licensors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Licensor will report to the County any information discovered or which is disclosed to the Licensor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Licensor's authority to prevent improper use, disclosure, or removal.

ARTICLE 27. PROPRIETARY RIGHTS

a) The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder, even if unfinished or in process, as a result of the Services the Licensor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Licensor shall not, without the prior written consent of the County, use such documentation on any other project in which the Licensor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Licensor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) Licensor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder. Notwithstanding the foregoing, the Licensor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 28. PROFESSIONAL SERVICES WARRANTY

Licensor shall provide warranty for Professional Services in accordance with Appendix A, Scope of Services.

ARTICLE 29. WARRANTIES

All warranties relating to products and services provided by Licensor under this Agreement are set forth in the applicable Addendum or Order Document.

ARTICLE 30. SUPPLIERNENDOR REGISTRATION/CONFLICT OF INTEREST

a) SupplierNendor Registration
The Licensor shall be a registered vendor with the County- Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the

Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Licensor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/ Licensor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Licensor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at https://supplier.miamidade.gov

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 31. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Licensor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Licensor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Licensor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Licensor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Licensor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Licensor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (n concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; U) professional service agreements under $1,000; (k) management agreements; (I) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state

and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Licensor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Licensor from the Inspector General or IPSIG retained by the Inspector General, the Licensor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Licensor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 32. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Licensor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.

b) Miami-Dade County Small Business Enterprises Development Participation Provisions.

c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.

d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).

e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

0 Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

h) Section 11A-60 -11A-67 of the Code of Miami-Dade County, "Domestic Leave".

i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution offalse or fraudulent claims against Miami-Dade County.

j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et* seq.) "Discrimination".

n) Chapter 22 of the Code of Miami-Dade County(§ 22-1 *et seq.)* "Wage Theft".

o) Any other laws prohibiting wage rate discrimination based on sex.

p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ *BA-400 et seq.)* "Business Regulations".

q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Licensor is certifying that the Licensor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Licensor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Licensor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Licensor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Licensor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Licensor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Licensor, constitute a violation of any law or regulation to which Licensor is subject, including but not limited to laws and regulations requiring that Licensor conduct its operations in a safe and sound manner.

ARTICLE 33. NONDISCRIMINATION

During the performance of this Contract, Licensor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Licensor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Licensor or any owner, subsidiary or other firm affiliated with or related to the Licensor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Licensor submits a false affidavit pursuant to this Resolution or the Licensor violates the Act or the Resolution during the term of this Contract, even if the Licensor was not in violation at the time it submitted its

affidavit.

ARTICLE 34. CONFLICT OF INTEREST

The Licensor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Licensor in this Agreement. This Agreement is entered into by the Licensor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Licensor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Licensor or to the best of the Licensor's knowledge any Subcontractor or supplier to the Licensor.

c) Neither the Licensor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Licensor shall have an interest which is in conflict with the Licensor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Licensor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Licensor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Licensor shall promptly bring such information to the attention of the Project Manager. Licensor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Licensor receives from the Project Manager regarding remedying the situation.

ARTICLE 35. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Licensor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Licensor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any Licensor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Licensor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Licensor or such parties has been approved or endorsed by the County.

ARTICLE 36. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Licensor has with the County, the Licensor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Licensor under federal bankruptcy law or any state insolvency law.

ARTICLE 37. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 38. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 39. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Licensor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Licensor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Licensor is free to fill its vacancies from other sources. Licensor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Licensor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at https:1/iapps.careersourcesfl.com/firstsource/.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Licensor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that

ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Licensor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the

IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 42. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Licensor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Licensor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Licensor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at http://www.uscis.gov/e-verify.

If County has a good faith belief that Licensor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Licensor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Licensor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Licensor has otherwise complied with its requirements under those statutes, then Licensor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Licensor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 43. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE

The Licensor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

If at any time any of the components, including but not limited to the Licensor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the Licensor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.
If at any time any of the components, including but not limited to the licensor's system, equipment, hardware, software, or policies, becomes non-PCI compliant, the licensor is responsible for all costs related to upgrading the system so that PCI compliance is maintained throughout the term of the agreement.

- The Licensor confirms its knowledge of and commitment to comply by providing the following proof that Licensor's devices/applications/processes meet current, published, PCI compliance requirements:
    - Licensor's current annual PCI Compliance certification if applicable. The County has right to audit licensor compliance by requesting copies of the licensor PCI compliance certifications at any time.
    - During an installation or a major system upgrade, the licensor shall provide overview diagram(s) that show all cardholder data flows across MDC/s systems and networks, the internet, and the processor network.
- Licensors with third-party payment solutions shall provide the following upon County Department request:
    - Annual PCI Attestation of Compliance

- POS (Point of Sale) must be routed directly to Miami-Dade County's merchant provider and must be EMV compliant. All POS devices must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, Apple Pay, or Samsung Wallet.

- For payment processing applications, proof of validation must be countersigned by the PCI Council. Documentation to be submitted is as follows:
    - AOC for the application - Attestation of Compliance
    - Most current AOV -Attestation of Validation (when applicable)

- Cashiering Application systems that utilize MDC network for payment processing must be a validated PCI Point-to-Point Encryption (P2PE) solution and transactions routed through our approved County merchant processor. The County's approved P2PE solution is Elavon's PCI Safe T P2PE Link Protect services. Confirmation of validated P2PE solution shall be provided as found on the PCI Council's P2PE Solutions website.

- https://listings.pcisecurltystandards.org/assessors and solutions/point to point encryption solutions?agree=true
- Prior to production going live, the P2PE Instruction Manual shall be provided as found on PCI website.
- https://www.pcisecuritystandards.org/documents/P2PE v3.0 PIM Templale:docx?agreement=true&time=1645920000555.

Licensor to ensure the secure transmission and storage of cardholder data in accordance with PCI DSS requirements and is an alternative for solutions that must operate independently of the County's managed network. Licensor (and sub-vendors) agrees to periodic compliance audits and to provide ongoing assurance of PCI DSS adherence

ARTICLE 44. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Licensor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 45. SHANNON MELENDI ACT

The Licensor shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article Ill, The Shannon Melendi Act". The Licensor shall ensure that all management, staff, and volunteers at Parks:

• Have had nationwide level two (2) criminal background checks conducted by a Professional Background Screener.

• Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry.

• Have been verified as being United States Citizens or having legal immigrant status employment.

• Complete an affidavit affirming that no Services or volunteer duties will be performed on Park property owned or operated by Miami-Dade County in violation of this Ordinance and that an arrest will be reported to the County within forty-eight (48) hours of such arrest.

• Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.

• Retain all records demonstrating compliance with the background screening required herein for not less than three (3) years beyond the end of the contract term. The Licensor shall provide the County with access to these records annually, or at the request of the County.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective of the date shown on the first page of the Agreement.

Licensor	Miami-Dade County
By:	By:
Name:	for
Title:	Name: Daniella Levine Cava
Date:	Title: Mayor
Attest:	Date:
Corporate Seal/Notary Seal	Attest: Juan Fernandez-Barquin, Clerk of the Court and Comptroller
	Approved as to form and legal sufficiency
	Assistant County Attorney

MARY KRIEK
Notary Public-State of Florida
Commission# HH 601440
My Commission Expires
January 07, 2029

ARTICLE 46. GOLFNOW TERMS AND CONDITIONS

County's use of the Licensed Software and Services will be governed in accordance with Appendix B, GolfNow Terms and Conditions ("GolfNow Terms"). In the event of a conflict between Articles 1 through 44 of this Agreement and the GolfNow Terms, Articles 1 through 44 of this Agreement shall control.

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Miami-Dade County

Contract No. BW-10394

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APPENDIX A - SCOPE OF SERVI

Appendix B - GolfNow Terms and Conditions

For purposes of the GolfNow Terms and Conditions, "GolfNow" shall refer to Licensor and "Client" shall refer to County.

1. **GolfNow Services.** When applicable, GolfNow shall provide access to Client's tee times through any of its branded websites and mobile apps (including but not limited to GolfNow.com and TeeOff.com), partner or affiliated websites, or any other distribution channel (the **"GolfNow Distribution Channels").** Unless agreed upon otherwise, GolfNow shall apply the latest version of the GolfNow Services to the marketing and administration of Client tee times. GolfNow shall notify Client in advance in writing of any updates to the GolfNow Services and will provide appropriate training and/or materials to Client concerning all updates relating to the GolfNow Services in use by Client. Client shall provide GolfNow with access to all of the internal and external systems (including third party systems licensed to Client) necessary for GolfNow to provide the Services. Client shall honor all tee times reserved through the GolfNow Distribution Channels and shall treat all golfers originating from GolfNow Distribution Channels with proper courtesy and respect. Client shall make every effort to maintain its tee time inventory in the most up- to-date manner possible, with proper communication to GolfNow regarding changes in availability, golf course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

2. **GolfNow Software.** To the extent that GolfNow provides Client with any software under this Agreement, GolfNow grants Client a limited, non-exclusive, non-transferable license to utilize the software set forth in this Agreement (the **"Software").** Subsequent enhancements, updates, including code corrections and fixes which correct problems with the Software, including any online user instructions and help files **("Documentation"),** made available by GolfNow to all subscribing customers for the same offering will be made available to Client at no additional charge. However, any new applications, application modules or enhancements that are not offered generally by GolfNow as part of the purchased Software require renegotiation of terms. GolfNow reserves the right to require mandatory upgrades of the Software as may be necessary, as well as to require Client to utilize alternative and upgraded versions of the Software from time to time (at no extra charge to Client unless Client has consented thereto). This Agreement will apply to any application updates, upgrades and new modules or offerings subsequently provided by GolfNow to Client as part of any purchased Services. GolfNow will provide access, user identification and passwords to a reasonable number of designated Client employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Client (each a **"User").** Client understands and acknowledges that all third-party vendors must have a written agreement with GolfNow in order to create any interface with the Software. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed GolfNow's current technical specifications for purposes of compatibility with the Software.

3. **Connectivity.** Except as otherwise stated herein, Client will be solely responsible for the procurement, payment, and maintenance of all telephone and internet connectively necessary to utilize the applicable Services. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by GolfNow, and that GolfNow shall not be responsible for any disruptions in Client's use of the Services caused by Client's connectivity.

4. **Hardware and Software Configuration and Security.** Client agrees that, should the configuration of the Software be altered (either by Client's personnel or, upon Client's written request, by GolfNow personnel) to allow unrestricted internet browsing or additional functionality, or Client uses the Software to visit web sites that are not pre-approved by GolfNow, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse GolfNow for and be liable for any resulting tangible or intangible damages, losses or injuries; (iii) all uptime obligations and warranties associated with the Software will be voided; and (vi) it will be liable for and indemnify, defend and hold GolfNow harmless from any loss or damage resulting from such alterations or internet use, including but not limited to, actual or alleged data security breaches or the introduction of malware and viruses. GolfNow will, if requested by Client, provide repair and technical support services concerning such issues at its then-standard consulting rates. Client also agrees to reimburse GolfNow for all reasonable costs and expenses associated with such repair and technical support. Client will be responsible for maintaining security on its network at all times. GolfNow assumes no responsibility for viruses, malware or other issues that arise due to activity on Client's network, and accepts no liability for the consequences of said activity, regardless of the ownership of the hardware residing on thenetwork.

s. Trade Time Definitions.

0 **Trade Time with Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNowfor its own benefit. Each Trade Time shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month until a maximum of thirty- one (31) Trade Times (or 124 individual 9-hole or 18-hole trade rounds) have been sold each month. Any Trade Time that 'rolls' to a subsequent day may be posted at any time during that day's Bookable Window, regardless of the Trade Load Time. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon otherwise). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

0 **Trade Time with Non-Rolling Terms:** A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

0 **Trade Time Posting.** The tee times of the individual 9-hole or 18-hole rounds (as applicable) provided as Trade Times shall be posted during the Bookable Window (defined below), or at the specified Trade Load Time(s) set forth in the Agreement. **"Bookable Window"** shall mean any time throughout the day unless a specified Bookable Window is defined otherwise in the Agreement. For the avoidance of doubt, if the Agreement includes specified Trade Load Time(s), but not a defined Bookable Window, the applicable Bookable Window shall be any time throughout the day. In addition to the above, GolfNow may also offer Trade Times for sale as "Pay Now & Save" tee times at any time throughout the Bookable Window. For the avoidance of doubt, once a Trade Time has been sold as a "Pay Now & Save," it will be removed from the applicable Trade Load Time or Bookable Window.

0 **Smart Trade (TeeOff.com only):** If noted on the Agreement, GolfNow may employ the "Smart Trade" system for selling Trade Times, whereby the tee time inventory shall include "auto-switching" the Trade Time inventory from floating time slots to a fixed time slot if the target window becomes more than 80% booked.

0 **Availability.** In the event a Trade Time (full or partial), Trade Load Time, or Bookable Window becomes unavailable on a given day for any reason, including but not limited to weather, a scheduled outing/event, over-seeding, course maintenance, or the tee time was sold by Client outside of GolfNow's Distribution Channels, GolfNow may re-post the applicable Trade Times or individual tee times at any available time(s) during the Bookable Window on either the same day or earlier/subsequentdate(s).

6. **Trade Over-Sell.** In the event that GolfNow inadvertently oversells trade rounds due to a technology or interface error, GolfNow shall block future trade rounds to make up for such oversell. If the oversold rounds are valued at more than One Thousand Dollars ($1,000), GolfNow agrees to issue a refund check to Client. For the avoidance of doubt, if the oversold rounds are valued at less than One Thousand Dollars ($1,000), GolfNow shall reimburse Client via future blocked trade rounds.

1. **Acceptable Use.** Client shall use the Services in accordance with the Documentation and this Agreement for purposes of operating its business and not for further resale or distribution. Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (other than Users and Client End Users as expressly authorized by this Agreement); (ii) use the Services to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iii) interfere with or disrupt the integrity or performance of the Services or any of GolfNow's and/or its licensors' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, the Documentation, training materials, templates, and other tangible or intangible technical material or information and any components thereof, used by GolfNow or its third party licensors and

providers to provide the Services (referred to herein as **"GolfNow Technology");** or (iv) attempt to gain unauthorized access to the GolfNow Technology or Services; (v) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Services or the GolfNow Technology; (vi) access the Software or GolfNow Technology for the purpose of building a similar or competitive offering; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or GolfNow Technology or any part thereof or otherwise attempt to discover any source code or modify the Services or GolfNow Technology. Client shall: (i) notify GolfNow customer support as promptly as practicable by email, fax or telephone of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GolfNow as promptly as practicable and use reasonable efforts to stop immediately any copying or distribution of any Client proprietary information or Client Data that is known or suspected by Client or Users through the Services; and (iii) not impersonate another User or provide false identity information to gain access to or use the Services. Client is responsible for all its Users' compliance with this Agreement, for charges incurred by its Users under Client's account, and for using commercially reasonable efforts to ensure that its Users maintain the confidentiality of their passwords and user names. Certain editions of the Services offer integration capabilities via an application programming interface, or API. The number of API calls Client can make per account at no additional charge is limited (excluding calls resulting from use of GolfNow End User applications, golfnow.com, and GolfNow- certified applications) to an aggregate maximum of two hundred thousand (200,000) calls/day/account. Calls to the API that exceed the daily maximums in the preceding sentence may require payment of additional charges.

s. End Users; Privacy Policies and Terms of Use. End users of the Services shall be either: (1) GolfNow account holders who interact with Client via their GolfNow account **("GolfNow Account User(s)";** e.g. Golfer who uses their GolfNow account to reserve tee time through a GolfNow Booking Engine on Client's website); or (2) any other individual or company who interacts with the Services for purposes of conducting business with Client **("Client End User(s)")** (collectively, **"End User(s")).** Client acknowledges and agrees that Client shall be solely responsible for establishing and enforcing the terms and conditions under which Client End Users interact with portions of the Services controlled by Client (e.g. Client's websites or point-of-sale systems). Client will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to Client End Users and otherwise in compliance with all applicable laws, including but not limited to the California Consumer Privacy Act ("CCPA"); and (c) comply with such policy and terms of use. No End User shall be deemed a third-party beneficiary of this Agreement. Client shall not make any warranties, representations or commitments to Client End Users which would: (i) imply an endorsement by GolfNow; (ii) purport to bind GolfNow to any legal obligations owed by Client to the Client End User; or (iii) entitle any End User to enforce the terms of this Agreement against GolfNow. Notwithstanding the foregoing, GolfNow shall be entitled to make its own privacy policy and terms of use available to GolfNow Account Users on the Services, and Client shall not take any actions that would diminish the accessibility of such policy or terms.

9. Ownership of Data.

Definitions.

0 **"Applicable Law"** means all applicable laws, rules, regulations, rulings, judgments, directives, or other requirements of any governmental authority in any country or jurisdiction, as may be amended or otherwise revised from time to time and all applicable, current industry self-regulatory principles, including but not limited to the CAN-SPAM, TCPA, and PrivacyLaws.

0 **"Personal Data"** means any information that relates to an individual and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual, or other information that constitutes "personal data" or "personal information" under Privacy Laws.

0 **"Privacy Laws"** means all Applicable Laws and third-party platforms restrictions relating to the Processing of Personal Data, privacy and security that may exist in any relevant jurisdiction, including but not limited to CCPA and GDPR.

0 **"Process", "Processing"** and words of similar nature mean using, accessing, storing, securing, sharing, disclosing, altering, destroying and deleting Personal Data and other actions as set forth in the applicable Privacy Laws.

0 **Client Data.** As used herein, **"Client Data"** shall mean any data, information, or material provided or submitted to the Services by Client, Client End Users, or Client's customers, personnel, and business contacts, including any Personal Data thereof (e.g. name, address, phone number, email address, credit card information, purchases, or preferences) **("Client Personal Data"),** in the course of Client's use of the Services. The Parties acknowledge and agree that GolfNow shall act as a service provider for any Client Personal Data processed by GolfNow through its provision of the Services. Where this is the case, GolfNow shall collect, retain, use, disclose, and otherwise process Client Personal Data (including personal information as defined under the applicable law) solely to fulfill its obligations to Client under this Agreement on Client's behalf, for Client's operational purposes, for GolfNow's own operational purposes, for other notified purposes, and for no other purposes. GolfNow shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data where such deletion, correction, destruction, damage, loss or failure to store is initiated by or caused by Client or its Users, or Client End Users. Client agrees that GolfNow may process Client Personal Data to generate non-personally identifiable information by means of aggregation or de-identification, and to use and disclose that data, along with, on an aggregate basis and so long as no such use specifically identifies Client, any Client Data relating to Client's usage of the Services (e.g., general usage data; yield, utilization, rate, rounds, or pace; anonymous survey results) (collectively, **"Aggregated Data"),** for its own commercial purposes during or after the term of this Agreement. GolfNow shall not sell Client Personal Data or otherwise disclose Client Personal Data for a commercial purpose. Client retains ownership of Client Data, whether obtained prior to or during the Term of this Agreement. For the avoidance of doubt, Aggregated Data shall not be considered Client Data or Client PersonalData.

(ii) GolfNow Account Data and Shared Data. GolfNow shall own the rights to all Personal Data collected by GolfNow directly from GolfNow Account Users on GolfNow-operated sites and services or through the Services provided to Client, including, but not limited to, name, phone number, login credentials, tee times, requests for amenities such as food orders, information about other golfers, and other profile information (collectively, **"GolfNow Account Data").** When applicable, GolfNow shall provide Client with the portions of GolfNow Account Data necessary to enable GolfNow Account Users to interact with Client through the Services and for Client to fulfill certain golfer transactions made through the Services (e.g., golfer name, phone number, and tee time for GolfNow.com bookings; golfer name and food order for SmartPlay order; and golfer contact information to set up a profile for future bookings through GolfNow Booking Engines). Except as otherwise provided in this Agreement, GolfNow and Client, with respect to the portion of the GolfNow Account Data that Client may receive from GolfNow, each Client and GolfNow will independently own such data (the **"Shared Data"),** provided, however, Client shall not "sell" Shared Data as "sell" is defined under applicable Privacy Laws, including but not limited to the CCPA. Client represents and warrants that Client will comply with all Applicable Law, including but not limited to CAN-SPAM, CIPA, TCPA, Telemarketing Sales Rule, CCPA, and/or any other similar Privacy Laws, with respect to (i) any and all Client Personal Data and Shared Data; and (ii) Client's use of Client Personal Data and Shared Data in conjunction with the Services, including but not limited to Client's distribution of marketing communications (via e-mail, text message, or otherwise) through the Services, whether by Client directly or by GolfNow on Client's behalf or at Client's direction. Client shall comply with its obligations as a "business" or "controller" under applicable law, including the CCPA for all Client Personal Data and Shared Data.

10. Data Security. Industry standards have been set by the Payment Card Industry Data Security Standards **("PCI Standards")** for protection of customer information. GolfNow and Client both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer Personal Data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer Personal Data to which they have access during the entire Term of this Agreement. GolfNow agrees that it will use systems, tools and security and take commercially reasonable steps to ensure Client Personal Data hosted by GolfNow is not accessed, redistributed, duplicated, or modified. GolfNow shall be free to provide certain required levels of access to contracted third party vendors that may need access to such data in order to provide theServices.

11. Websites and Mobile Apps. In the event that GolfNow provides Client with a custom Website or Mobile App (the **"Websites & Apps")** as part of the Services, Client acknowledges and agrees that Client, and not GolfNow, shall be responsible for: (i) any and all content (i.e., images, video, text, etc.) and third-party links, including any social media

accounts or activity (i.e. Facebook, Twitter, YouTube, etc.), uploaded and/or published to the Websites & Apps by Client directly or provided to GolfNow for upload and/or publishing on Client's behalf; (ii) any and all additions, deletions, edits, or changes made to the Websites & Apps by Client directly or by GolfNow at Client's direction; (iii) the accessibility to disabled persons of any and all content (i.e., images, video, text, etc.), third-party links, or third-party features, services, or functionality uploaded or published to, or included in, the Websites & Apps by Client directly or by GolfNow at Client's direction; (iv) any and all representations made to End Users by Client through the Websites & Apps; (v) any and all communications between Client and End Users made or initiated through the Websites & Apps; (vi) any and all products/services of Client offered or advertised through the Websites & Apps; and (vii) any and all third-party software or services utilized by Client relating to the Websites & Apps not provided by GolfNow. Pursuant to Section 12 above, Client, and not GolfNow, shall be responsible for providing the privacy policy and terms of use for Client's Website(s), which shall be separate and distinct from GolfNow's privacy policy and terms of use applicable to the Mobile Apps and GolfNow Account Users. Client acknowledges and agrees that the Websites & Apps are part of the Services licensed to Client for the Term of the Agreement, and that upon termination of the Agreement, the Websites & Apps, and any other services relating to the Websites & Apps provided by GolfNow, including but not limited to domain name, hosting, and email, will be immediately taken down and/or turned off, along with Client's access to the Websites & Apps and any related services. Unless agreed upon otherwise, all content created by GolfNow for the Websites & Apps shall remain the property of GolfNow and may not be used by Client following the termination of this Agreement. Client is solely responsible for creating copies or backups of all Client-owned content or data from the Websites & Apps prior to termination, and in no event shall GolfNow be responsible for the loss of any of Client's data following the termination of this Agreement. For purposes of this Section, "Client" shall include any Users, employees, vendors, agents and other personnel of Client.

12. Intellectual Property.

0 **Client Intellectual Property Rights.** Client hereby grants GolfNow during the Term a revocable, limited, non-exclusive, royalty-free, worldwide license to use certain materials provided by Client, including but not limited to golf course information, logos, branding, images, and video (the **"Client Materials"),** as may be necessary for GolfNow to: (i) provide the Services to Client; (ii) aggregate Client usage data as set forth above; and (iii) to promote Client and provide the marketing services contemplated herein. Client retains all right, title and interest, including all related intellectual property rights, in and to the Client Materials. Client represents and warrants that any Client Materials provided to GolfNow and/or, if applicable, uploaded to Client's Websites & Apps during the Term will be fully cleared (e.g. for copyrights, rights of publicity, etc.) for commercial use in all mediums (including, without limitation, on the internet, in print, and via mobile distribution channels).

0 **GolfNow Intellectual Property Rights.** GolfNow and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the GolfNow Services, Software, Technology, and Documentation. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the GolfNow Products, Services, Software, or Technology. Any GolfNow-related names, logos, and the product or service names associated with the Services are trademarks of GolfNow or its licensors or other affiliated third parties, and no right or license shall be deemed granted to use them to Client, any End User, or any other third party without the prior, express written consent of GolfNow. GolfNow shall be free to use or incorporate and permit its third party licensors to use or incorporate into the GolfNow Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the GolfNow Services, and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon GolfNow hereunder, all of which once incorporated shall be the sole and exclusive property of GolfNow and its licensors.

13. GolfNow Payments Merchant Services Agreement for Sub-Merchants.

In connection with the Agreement Client has entered into with GolfNow, LLC ("Provider"), WorldPay, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer(s)") may provide Client ("Sub-merchant") with certain payment processing services ("Acquirer Services") in accordance with the tenns of this Sub-Merchant Agreement. For the avoidance of doubt, the Acquirer Services are not part of the services provided by Provider under the Agreement. The tenn "Service," as used in this Sub- Merchant Agreement, refers solely to the services provided by Provider under the Agreement.

In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and cetiain similar entities (collectively, "Associations"), Sub- merchant is required to (i) enter into a direct relationship with an entity

that is a member of the Associations and (ii) agree to comply with Operating Regulations (defined below) and Association rules as they pertain to applicable credit and debit card payments. By entering into this Sub-Merchant Agreement, Sub-merchant is fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Acquirers understand that Sub-merchant has contracted with Provider to obtain certain processing services.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

() **Certain Sub-merchant Responsibilities.**

For the purposes of this Sub-Merchant Agreement, the following terms shall have the meanings set forth below:

"Cardholder" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"Cards" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other methods of payment accepted by Processor under this Sub-Merchant Agreement.

"Issuer" shall mean financial institution or other entity that issued the Card(s) to the Cardholders.

"Other Network" shall mean any network or card association other than VTSA, MasterCard, or Discover in which Provider participates hereunder.

Sub-merchant agrees to participate, and to cause third parties acting as Sub-merchant's agent ("Agents"), to participate in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (collectively "Operating Regulations"). The Associations make excerpts of their Operating Regulations available online, including via:
https://www.mastercard.us/en-us/business/overview/support/mles.html;https://usa.visa.corn/support/consumer/visa-rules.html; https://www.americanexpress.com/merchantopguide; https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dgn/pdfs/MJT-*I*mplementation-Guide.pdf.

Each applicable Association's complete Operating Regulations are incorporated by reference into this Sub-Merchant Agreement and will control with respect to any conflict in terms between this Sub-Merchant Agreement and such Operating Regulation. Sub-merchant will not discriminate against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations, and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of an Association's marks, and each transaction acquired hereunder. Sub-merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations, and will cooperate with any audit requested by an Association until such audit is completed.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmission of a transaction, Sub-merchant may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party. Sub-merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third- party beneficiary of this Agreement, and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sub-merchant.

Sub-merchant authorizes Provider to conduct checks of Sub-merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Association. Sub-merchant acknowledges and agrees that it is responsible for its employees' actions, it will notify Provider of any 3rd party that will have access to cardholder data, and it will immediately report all instances of a data breach to Provider immediately after it reasonably identifies an incident.

Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that

may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions:
(i) the minimum transaction amount does not differentiate between card issuers; (ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) Sub- merchant whose primary business is reflected by one of the following MCCs: 7992, 7997, 5812 -public golf course, private golf course or restaurant.; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

() **Sub-merchant Prohibitions.**
Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), (iii) request or use an account number for any purpose other than as payment for its goods or services, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, (vi) submit any transaction receipt for a transaction that was previously charged back to the acquirers and subsequently returned to Sub-merchant, irrespective of cardholder approval, (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, (viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Sub-merchant, or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

In addition, Sub-merchant may not submit or knowingly permit any cardholder or other user of the Service to submit any transaction that is illegal or that Sub-merchant should have known is illegal, including but not limited to transactions involving pornography, money laundering, or financing terrorist activities. Sub-merchant agrees to comply with any and all instructions Provider gives Sub-merchant from time to time regarding payment processing provided hereunder. Sub-merchant agrees that Provider may investigate and audit Sub-merchant's compliance with this Sub- Merchant Agreement from time to time, and Sub-merchant agrees to cooperate fully with Provider in any investigation or audit. Sub-merchant acknowledges and agrees that this paragraph is a material obligation of this Sub-Merchant Agreement.

() **Rates and Settlement.**
Provider's current rates for the Provider Services are as set forth on the applicable Order Form between GolfNow and Sub-merchant. Card Present and Card Not Present transactions are as defined/categorized by Provider. For the avoidance of doubt, Sub-merchant shall be fully and solely liable for any and all chargebacks, including any excessive chargebacks.

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, Provider will provide funding instructions to Acquirer, and Acquirer will then fund Sub-merchant through Sub- merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") and/or Provider through Provider's designated demand deposit account ("Provided Designated Account") as directed. As applicable, Acquirer will debit the Provider Designated Account and/or Sub-merchant-Owned Designated Account for funds owed to Acquirer as a

result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, ifa transaction is charged back for any reason, or if Acquirer or Provider reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant.

Provider, in its sole discretion, may change the following at any time for any reason upon providing Sub-Merchant with thirty (30) days written notice:

() The blended rate or any other rates charged for the Acquirer Services
() The frequency of settlement
() The chargeback fee
() The rates for any additional surcharges

() **Term and Termination.**
Sub-merchant agrees to provide Provider with such infotmation as Provider may request in order to confitm that Sub-merchant is eligible to use the Acquirer Services, and Sub-merchant agrees that all information Sub-merchant provides to Provider for that pu11Jose will be accurate and complete. In addition, Sub-merchant will furnish to Provider from time to time, promptly upon Provider's request, (i) a list of the current addresses of all Sub-merchant's offices, (ii) a list of all assumed business names (d/b/a's) used by Sub-merchant, and (iii) a list of all products and services provided by Sub-merchant.

Sub-merchant acknowledges that even though Sub-merchant signs up for the payment processing feature of the Service, Sub-merchant is not guaranteed use of that feature of the Service. The payment processing feature will not be available to Sub-merchant unless and until Provider has confirmed that Sub-merchant is eligible to use the Acquirer Services and this Sub-Merchant has become binding on all parties, as set forth in the paragraph below. If that occurs, the services of Provider and Acquirer described herein will be part of the Service and will be provided to Sub-merchant subject to and in accordance with the Agreement; provided that, if there is any conflict between the terms of this Sub-Merchant Agreement and the Agreement, then to the extent such terms apply to payment processing, the terms of this Sub-Merchant Agreement shall control.
This Sub-Merchant Agreement shall be binding upon Sub-merchant's execution. The term of this Sub-Merchant Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirers and Provider, on the date Acquirers accept this Agreement by issuing a merchant identification number, and shall terminate when Provider's Agreement with Sub-merchant terminates.

Notwithstanding the foregoing, Acquirers may immediately cease providing Acquirer Sen'ices and/or terminate this Sub-Merchant Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirers when due, (ii) in Acquirers' opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations ("Laws"), (iii) Acquirers believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer's agreement with Provider terminates, or (v) Acquirers or Providers are required to do so by any of the Associations.

Further, Provider may terminate this Sub-Merchant Agreement at any time, in Provider's sole discretion, without prior notice to Sub-merchant. If this Sub-Merchant Agreement is terminated by any patty hereto, the provisions of section 3 above will continue to apply until Sub-merchant has paid all amounts owed to Acquirer and/or Provider in respect of the Acquirer Service provided by Provider prior to termination.

() **Indemnification and Limits of Liability.**
Sub-merchant agrees to provide Acquirers, via a communication with Provider, with written notice, specifically detailing any alleged breach by Acquirer of this Sub-Merchant Agreement, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such failure or error. Acquirers shall bear no liability and have no obligations to correct any errors resulting from Sub- merchant's failure to comply with the duties and obligations of the preceding sentence.

Sub-merchant shall indemnify and hold harmless Acquirers, and their directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses resulting from or otherwise atising out of(i) the Acquirer Services in this Sub-Merchant Agreement, (ii) Sub-merchant's or Sub-merchant's employees and agents acts or omissions in connection with the Acquirer Services provided pursuant to this Sub-Merchant Agreement, (iii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Sub-merchant's ability to use of the Acquirer Services provided herein including but not limited to Sub-merchant's use

of an Agent or any other third party processor or system or (iv) any issue between Sub-merchant and Provider. This indemnification shall survive the termination of the Sub-Merchant Agreement. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirers arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-Merchant Agreement. In the event that Sub-merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Sub- Merchant Agreement, Sub-merchant shall proceed against Provider and not against Acquirers, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirers have any liability to Sub-merchant with respect to this Sub-Merchant Agreement or the Acquirer Services. Sub-merchant acknowledges Acquirers are only providing this Sub-Merchant Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirers are not liable for any action or failure to act by Provider, and that Acquirers shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider.

() **Special MasterCard Terms.**

As used in this Section 7: (i) "Corporation" means MasterCard International Incorporated, Maestro International Inc., and their subsidiaries and affiliates; (ii) "Interchange System" means the computer hardware and software operated by and on behalf of the Corporation for the routing, processing, and settlement of transactions; (iii) "Marks" means the names, logos, trade names, logotypes, trademarks, service marks, trade designations, and other designations, symbols, and marks that the Corporation owns, manages, licenses, or otherwise controls and makes available for use by authorized entities in accordance with the Standards, and "Mark" means any one of the Marks; and (iv) "Standards" means the Amended and Restated Certificate of Incorporation and the bylaws, operating rules, regulations, policies, and procedures of the Corporation, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

Sub-merchant acknowledges and agrees: (i) Sub-merchant will comply at all times with all applicable Standards, as amended from time to time; the Corporation is the sole and exclusive owner of the Marks, and Sub-merchant will not contest the ownership of the Marks for any reason; the Corporation may at any time, immediately and without advance notice, prohibit the Sub-merchant from using any of the Marks for any reason; and (iv) the Corporation has the right to enforce any provision of the Standards and to prohibit the Sub-merchant and/or Provider from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's "confidential information" (as defined in the Standards), or both; and Sub-merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.

Sub-merchant agrees that Provider may require any changes to Sub-merchant's website or otherwise that Provider deems necessary or appropriate to ensure that Sub-merchant remains in compliance with the Standards governing the use of the Marks.

In addition to the termination provisions set forth in Section 4, this Sub-Merchant Agreement will automatically and immediately terminate if the Corporation de-registers Provider or if an Acquirer ceases to be approved by the Corporation for any reason or if such Acquirer fails to have a valid license with the Corporation to use any Mark accepted by Sub-merchant. Further, Provider, at its discretion or at the direction of an Acquirer or the Corporation, may terminate the Sub-Merchant Agreement immediately for activity deemed to be fraudulent or otherwise wrongful by Provider, an Acquirer, or the Corporation.

In the event of any conflict or inconsistency between any provision of this Sub-Merchant Agreement and the Standards, the Standards will govern as to any transaction involving the Corporation or its cards.

() **Miscellaneous.**

This Sub-Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio for Acquirer and its Member Bank, and Florida for Provider, without regard to conflicts oflaw provisions. This Sub-Merchant Agreement may not be assigned by Sub-merchant without the prior written consent of both Acquirers and Provider. This Sub-Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Acquirers and/or Provider may amend this Sub-Merchant Agreement upon notice to Sub-merchant. If any provision of this Sub-Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-Merchant Agreement will be construed as if such provision is not contained in the Sub-Merchant Agreement. "Member Bank" as used in this Sub- Merchant Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-Merchant Agreement. As of the commencement of this Sub-Merchant Agreement, Member Banks shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Banks are party to this Sub-Merchant Agreement. The Member Banks may be changed, and their

rights and obligations assigned to another party by Acquirers at any time without notice to Sub-merchant.

If Sub-merchant is a governmental entity that is expressly precluded by its applicable state's law from consenting to any provisions of this Agreement, such provision shall be enforceable against Sub-merchant to the greatest extent permitted under such applicable state law.

EXHIBIT B
GolfNow, LLC Proposal
(Inclusive of Contractor Standard Terms and Conditions for Products and Services)

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SPORTS NEXT

ORDER FORM

SO-52546

This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Miami Springs ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's Golf Courses and/or Off-Course Facilities (each, a "Property" or collectively, "Properties") listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	**Client (Legal Entity Name):**	City of Miami Springs
	Client's Mailing Address:	650 Curtiss Pkwy Miami Springs, FL 33166 USA
	Client's Golf Courses: Miami Springs Golf & Country Club	

Prepared By:	Kelly Nazari	**Client's Contact Name:**	Kevin Morris
Phone:	(407) 494-9634	**Client's Contact Phone:**	7862959375
Email:	kelly.nazari@nbcuni.com	**Client's Email:**	morrisk@miamisprings-fl.gov

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire Two (2) Years thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TWO (2) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Property	Product
Miami Springs Golf & Country Club	Golf365 TeeOff
Miami Springs Golf & Country Club	Golf365 GolfNow
Miami Springs Golf & Country Club	Golf365 Pro Full System
Miami Springs Golf & Country Club	Connect - Standard
Miami Springs Golf & Country Club	Call Center Answers Staff-on-Demand
Miami Springs Golf & Country Club	Website Standard
Miami Springs Golf & Country Club	Payments Golf365 Pro
Miami Springs Golf & Country Club	Booking Engine GolfNow
Miami Springs Golf & Country Club	Course App Golf365 Pro

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HARDWARE

Property	Hardware Package	Quantity
Miami Springs Golf & Country Club	HWP-1134: PRO - Pro Shop (no CC)	2
Miami Springs Golf & Country Club	HWP-1135: PRO - iPad 10.9 Ala Carte	2
Miami Springs Golf & Country Club	HWP-1147: PRO - iPad 10.9 Case (CC)	2

See Exhibit A for Items included in each Hardware Package

TOTAL PAYMENT(S)

Trade Payment Terms

Payment Number: PD2-0462/CAP-60373 Miami Springs Golf & Country Club Trade Provided: All Days Trade Load Time: 9:40 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 30
Payment Number: PD2-0463/CAP-60371 Miami Springs Golf & Country Club Trade Provided: All Days Trade Load Time: 10:40 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 30
Payment Number: PD2-0326/CAP-60372 Miami Springs Golf & Country Club Trade Provided: All Days Trade Load Time: 11:11 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 30

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Deposit Terms

Property	Days of Week	Deposit Details	Applies to Rounds Booked Via
Miami Springs Golf & Country Club	All Days	5% of sale price shall be collected at time of booking	GolfNow.com
Miami Springs Golf & Country Club	All Days	5% of sale price shall be collected at time of booking	Booking Engine
Miami Springs Golf & Country Club	All Days	15% of sale price shall be collected at time of booking	TeeOff.com

Transaction Fee Terms

Property	Days of Week	Transaction Fee Details
Miami Springs Golf & Country Club	All Days	$2.49 USD per round sold and Client Share of Transaction Fee is 50% Transaction Fee applies to rounds booked via: Booking Engine

Merchant Processing Fees for GolfNow Payments

Property	Card Present Rate	Card Not Present Rate	ACH Rate	Chargeback Fee
Miami Springs Golf & Country Club R-25049	2.75% + $0.10 per transaction	2.9% + $0.30 per transaction	$1.00 per transaction	$10.00 per representment

GOLFNOW BOOKING ENGINE	ACKNOWLEDGED
Client shall be required to use a booking engine powered by GolfNow.	Yes
ONLINE MARKETING	**ACKNOWLEDGED**
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?	Yes
MILITARY TEE TIMES	**ACKNOWLEDGED**
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?	No

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SPORTS NEXT

ORDER FORM

SO-52546

AGREED TO AND ACCEPTED

This Order Form is subject to the following terms and conditions ("Terms and Conditions"):

- GolfNow for Business Standard Terms and Conditions and any applicable Additional Terms located here: https://golf.nbcsportsnext.com/about/terms-and-conditions/

This Order Form, the Terms and Conditions above (which are subject to change by GolfNow from time to time), and any attached addenda (collectively, the Agreement) shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

_____ Initial Here to confirm you have read the Terms and Conditions

Client Signature: _____ *Printed Name:* Kevin Morris *Date:* _____

GolfNow Signature: _____ *Printed Name:* _____ *Date:* _____

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt ☐

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EXHIBIT A

Hardware Items included in each Hardware Package

Product	Included in Hardware Package	Mfg Model Number
APG Series 100 1616	HWP-1134	T320-1-BL1616-NC
Epson OmniLink TM-T88VII	HWP-1134	C31CJ57012-NC
Honeywell Barcode scanner 1200g - G1	HWP-1134	1200G-2USB-1-NC
Optiplex 7420 AIO Touch/Wifi W11P	HWP-1134	3000187991114.4-NC
Tripp Lite USB Cable 10'	HWP-1134	U022-010-NC
Apple iPad A16 Wi-Fi + Cellular	HWP-1135	MD7F4LL/A-NC
UAG iPad 10.9/11 Case	HWP-1147	12339LB14040-NC

Updated: June 5, 2023

I. GolfNow Standard Terms and Conditions for Products and Services.

These Standard Terms and Conditions (the "**Terms**") and any applicable Additional Terms shall apply to Client's business relationship with GolfNow, LLC ("**GolfNow**") and any subsidiary or affiliate of GolfNow. For purposes of these Terms, any reference to Client shall mean the legal entity listed as "**Client**" on the relevant Order Form or other similar sales agreement, including applicable addenda (collectively as the "**Order Form**") between GolfNow and Client. Certain GolfNow products or services may also be subject to additional terms and conditions specific to those products or services as set forth below (the "**Additional Terms**"), including the following:

- SmartPlay Merchant Terms and Conditions;
- Answers Reservation Center Terms & Conditions;
- Full Swing Terms and Conditions;
- Toptracer Terms and Conditions;
- ClubBuy Terms and Conditions;
- GolfNow Payments Merchant Services Agreement for Sub-Merchants; and
- Clubhouse Bulletin Terms and Conditions.

These Terms and the Additional Terms shall be subject to and incorporate the terms and conditions of the Order Form (collectively referred to as the "**Agreement**"). Any capitalized terms used but not otherwise defined in these Terms shall have the respective meanings ascribed to them in the applicable Order Form.

The Agreement shall constitute a legally binding agreement by and between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by (1) clicking a box indicating acceptance or (2) executing an Order Form or other agreement that references these Terms. GolfNow, in its sole discretion, may modify or update these Terms from time to time, effective upon posting an updated version of these Terms on the GolfNow website. Client is responsible for regularly reviewing the Terms for such updates, and continued use of the GolfNow products and services after any such updates or modifications shall constitute Client's consent to such changes. Client's access and use of the applicable GolfNow products and services shall at all times be governed by the then current Terms, including in the event GolfNow allows Client to access and/or use any portion of the GolfNow Services following the terminate date of the Agreement.

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1. Term and Termination. The Initial Term of this Agreement, along with any applicable Renewal Term, shall be for the period of time as set forth on the attached Order Form (the "**Term**"), and shall be non-cancellable except as provided herein. Either Party may immediately terminate this Agreement in the event that the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days' written notice of such breach. Furthermore, GolfNow reserves the right to immediately suspend Client's and/or it's Users' access to the Services in the event that either Client or a User, as the case may be, is in breach of this Agreement or engaged in any unauthorized conduct (including any violation of the terms of this Agreement or any applicable law or third party right). Upon termination of this Agreement, Client shall delete and return all Software (including all copies), and sign a statement certifying same. Client agrees and acknowledges that GolfNow has no obligation to retain the Client Data and shall, unless legally prohibited, delete such Client Data in its systems or otherwise in its possession or under its control following termination of the Agreement.

2. GolfNow Services. GolfNow shall provide the Products and/or Services (including any Software) set forth in the applicable Order Form (the "**Services**"). When applicable, GolfNow shall provide access to Client's tee times through any of its branded websites and mobile apps (including but not limited to GolfNow.com and TeeOff.com), partner or affiliated websites, or any other distribution channel (the "**GolfNow Distribution Channels**"). Unless agreed upon otherwise, GolfNow shall apply the latest version of the GolfNow Services to the marketing and administration of Client tee times. GolfNow shall notify Client in advance in writing of any updates to the GolfNow Services and will provide appropriate training and/or materials to Client concerning all updates relating to the GolfNow Services in use by Client. Client shall provide GolfNow with access to all of the internal and external systems (including third party systems licensed to Client) necessary for GolfNow to provide the Services. Client shall honor all tee times reserved through the GolfNow Distribution Channels and shall treat all golfers originating from GolfNow Distribution Channels with proper courtesy and respect. Client shall make every effort to maintain its tee time inventory in the most up-to-date manner possible, with proper communication to GolfNow regarding changes in availability, golf course conditions, etc. The Parties shall work cooperatively to minimize double-bookings, cancellations and the like.

3. GolfNow Software. To the extent that GolfNow provides Client with any software under this Agreement, GolfNow grants Client a limited, non-exclusive, non-transferable license to utilize the software as set forth on the included Order Form (the "**Software**"). Subsequent enhancements, updates, including code corrections and fixes which correct problems with the Software, including any online user instructions and help files ("**Documentation**"), made available by GolfNow to all subscribing customers for the same offering will be made available to Client at no additional charge. However, any new applications, application modules or enhancements that are not offered generally by GolfNow as part of the purchased Software require renegotiation of terms. GolfNow reserves the right to require mandatory upgrades of the Software as may be necessary, as well as to require Client to utilize alternative and upgraded versions of the Software from time to time (at no extra charge to Client unless Client has consented thereto). This Agreement will apply to any application updates, upgrades and new modules or offerings subsequently provided by GolfNow to Client as part of any purchased Services. GolfNow will provide access, user identification and passwords to a reasonable number of designated Client employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of Client (each a "**User**"). Client understands and acknowledges that all third-party vendors must have a written agreement with GolfNow in order to create any interface with the Software. If Client provides its own hardware (including peripheral equipment) for use with the Software, such hardware must meet or exceed GolfNow's current technical specifications for purposes of compatibility with the Software.

4. Hardware. To the extent GolfNow provides Client with any hardware pursuant to the applicable Order Form (the "**Hardware**"), and that Order Form indicates such Hardware will remain the property of GolfNow ("**GolfNow-Owned Hardware**"), the GolfNow-Owned Hardware shall be returned by Client to GolfNow within fourteen (14) days upon the earlier of: (i) termination of this Agreement; or (ii) expiration of the Term. Client assumes all risk of loss or damage to any Hardware. Client's recourse with respect to defective Hardware shall be limited to the applicable manufacturer's warranty. Unless the Parties mutually agree otherwise, Client shall be responsible for the cost of: (x) the replacement of defective Hardware not covered by manufacturer's warranty; and (y) any Hardware upgrades or replacements necessary to meet the minimum system requirements of the GolfNow Services received by Client. GolfNow agrees to cover up to five gigabytes (5GB) of data per month during the Term of the Agreement ("**Data Limit**") for each iPad provided by GolfNow. Should Client exceed the Data Limit, Client shall be responsible for any additional charges incurred as a result.

5. Support and Training. GolfNow shall provide Client appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee. Telephone and email support shall be provided to Client during normal business hours through GolfNow's published phone numbers and email addresses.

6. Connectivity. Except as otherwise stated herein, Client will be solely responsible for the procurement, payment, and mainten ance of all telephone and internet connectively necessary to utilize the applicable Hardware or Services. Client agrees that such connectivity will meet or exceed bandwidth requirements as may be provided by GolfNow, and that GolfNow shall not be responsible for any disruptions in Client's use of the Hardware or Services caused by Client's connectivity.

7. Hardware and Software Configuration and Security. Client agrees that, should the configuration of the Hardware or Software be altered (either by Client's personnel or, upon Client's written request, by GolfNow personnel) to allow unrestricted internet browsing or additional functionality, or Client uses the Hardware or Software to visit web sites that are not pre-approved by GolfNow, Client agrees that: (i) it does so at its own risk; (ii) it will pay for, reimburse GolfNow for and be liable for any resulting tangible or intangible damages, losses or injuries; (iii) all uptime obligations and warranties associated with the Hardware and Software will be voided; and (vi) it will be liable for and indemnify, defend and hold GolfNow harmless from any loss or damage resulting from such alterations or internet use, including but not limited to, actual or alleged data security breaches or the introduction of malware and viruses. GolfNow will, if requested by Client, provide repair and technical support services concerning such issues at its then-standard consulting rates. Client also agrees to reimburse GolfNow for all reasonable costs and expenses associated with such repair and technical support. Client will be responsible for maintaining security on its network at all times. GolfNow assumes no responsibility for viruses, malware or other issues that arise due to activity on Client's network, and accepts no liabili ty for the consequences of said activity, regardless of the ownership of the hardware residing on the network.

8. Fees and Pricing. Client's payment to GolfNow shall be the "**Total Payment**" amount set forth on the relevant Order Form. If Client agrees to charge a Transaction Fee for rounds booked on Client's website through a GolfNow booking engine, Client's share of the Transaction Fee, as set forth in the Order Form, shall be net GolfNow's costs (approximately 5%). For the avoidance of doubt, the Transaction Fees referenced in the Order Form do not include any convenience fees charged by GolfNow through GolfNow's Distribution Channels. If applicable, Client shall have the right to approve the price and amount of all non-Trade Time inventory offered through GolfNow's Distribution Channels. GolfNow shall receive tee times and rates at least as favorable to GolfNow as the most favorable tee times and rates offered or provided by Client to any other third-party distribution service or any third party with substantially similar features, functionality, or capabilities as those provided by GolfNow.

Client acknowledges and agrees that Client's payment to GolfNow, whether cash or provision of Trade Time(s), is a material element of this Agreement. Due to this material element, in the event that Client does not comply with the payment requirements hereunder or otherwise breaches the terms of this Agreement (each a "**Non-Compliance Event**"), Client shall be required to pay the following fees to GolfNow: (1) For Products/Services being paid for via Trade Time(s): Five Hundred Dollars ($500) per Product and/or Service, per Golf Course, per month for each month after the first instance of any Non-Compliance Event through either: (i) the cure of the Non-Compliance Event; or (ii) the end of the current Term, whichever is shorter; and (2) For Products/Services being paid for in cash: Client will be invoiced for the cash price owed to GolfNow for those Products/Services for the remainder of the Term, with payment being due within thirty (30) days of Client's receipt of such invoice. Additional fees relating to Non-Compliance Events may apply for certain Products and/or Services such as Toptracer Range and Full Swing, or as otherwise set forth in the Order Form. For the avoidance of doubt, nothing in this section shall limit any rights or remedies available to GolfNow relating to a Non-Compliance Event.

Cash Payment Terms: GolfNow will invoice Client for all Products/Services for which Cash is the applicable payment method as indicated on the Order Form, and such invoices shall be payable within thirty (30) days of Client's receipt (unless agreed upon otherwise in writing). In the event Client fails to make timely payment on an outstanding invoice, GolfNow reserves the right to suspend support and/or deactivate Client's Products/Services until such time Client has paid in full. Any invoice one hundred twenty (120) or more days past due shall be considered a Non-Compliance Event and material breach for which GolfNow may immediately terminate the Agreement and disconnect the Products/Services, and the fees set forth in Section 8 shall apply. All Cash Payment pricing for GolfNow's Products/Services are subject to, once per calendar year of the Term upon sixty (60) days' notice to Client, an annual increase of the greater of five percent (5%) or the increase in the Consumer Price Index for Urban Consumers, as issued by the Bureau of Labor Statistics, U.S. Department of Labor, over the prior twelve (12) month period ("**CPI**"), applied on a cumulative year-over-year basis starting from the Effective Date of the applicable Order Form, unless and to the extent such Order Form sets forth different terms for annual Cash Payment increases.

For Clients receiving Golf365 Pro (formerly G1): Client acknowledges and agrees that Client's use of Golf365 Pro requires Client's adoption of GolfNow's Booking Engine 5.0 (or later) and that Client charge a Transaction Fee on all rounds booked through the GolfNow Booking Engine, which Client shall split with GolfNow according to the terms of the Order Form.

9. Trade Time Definitions.

(i) Trade Time with Rolling Terms: A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. Each Trade Time shall be made available for sale beginning on the first day of the month and will be made available on subsequent days throughout the month until a maximum of thirty-one (31) Trade Times (or 124 individual 9-hole or 18-hole trade rounds) have been sold each month. Any Trade Time that 'rolls' to a subsequent day may be posted at any time during that day's Bookable Window, regardless of the Trade Load Time. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon otherwise). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(ii) Trade Time with Non-Rolling Terms: A single 'Trade Time' is defined as four (4) individual 9-hole or 18-hole rounds (as applicable) (with or without cart), with player rule one to four (1-4), made available for sale by GolfNow for its own benefit. GolfNow shall have the ability to sell Trade Times at a price that is at the discretion of GolfNow (except where mutually agreed upon). Trade Times shall be available for purchase on Client's website and GolfNow's Distribution Channels.

(iii) Trade Time Posting. The tee times of the individual 9-hole or 18-hole rounds (as applicable) provided as Trade Times shall be posted during the Bookable Window (defined below), or at the specified Trade Load Time(s) set forth in the Order Form. " **Bookable Window**" shall mean any time throughout the day unless a specified Bookable Window is defined otherwise in the Order Form. For the avoidance of doubt, if the Order Form includes specified Trade Load Time(s), but not a defined Bookable Window, the applicable Bookable Window shall be any time throughout the day. In addition to the above, GolfNow may also offer Trade Times for sale as "Pay Now & Save" tee times at any time throughout the Bookable Window. For the avoidance of doubt, once a Trade Time has been sold as a "Pay Now & Save," it will be removed from the applicable Trade Load Time or Bookable Window.

(iv) Smart Trade (TeeOff.com only): If noted on the Order Form, GolfNow may employ the "Smart Trade" system for selling Trade Times, whereby the tee time inventory shall include "auto-switching" the Trade Time inventory from floating time slots to a fixed time slot if the target window becomes more than 80% booked.

(v) Availability. In the event a Trade Time (full or partial), Trade Load Time, or Bookable Window becomes unavailable on a given day for any reason, including but not limited to weather, a scheduled outing/event, over-seeding, course maintenance, or the tee time was sold by Client outside of GolfNow's Distribution Channels, GolfNow may re-post the applicable Trade Times or individual tee times at any available time(s) during the Bookable Window on either the same day or earlier/subsequent date(s).

10. Trade Over-Sell. In the event that GolfNow inadvertently oversells trade rounds due to a technology or interface error, GolfNow shall block future trade rounds to make up for such oversell. If the oversold rounds are valued at more than One Thousand Dollars ($1,000), GolfNow agrees to issue a refund check to Client. For the avoidance of doubt, if the oversold rounds are valued at less than One Thousand Dollars ($1,000), GolfNow shall reimburse Client via future blocked trade rounds.

11. Acceptable Use. Client shall use the Services in accordance with the Documentation and this Agreement for purposes of operating its business and not for further resale or distribution. Client shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party (other than Users and Client End Users as expressly authorized by this Agreement); (ii) use the Services to collect, transmit or process (a) infringing, offensive, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; or (b) send, store, publish, post, upload or otherwise transmit any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programmi ng routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iii) interfere with or disrupt the integrity or performance of the Services or any of GolfNow's and/or its licensors' proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, the Documentation, training materials, templates, and other tangible or intangible technical material or information and any components thereof, used by GolfNow or its third party licensors and providers to provide the Services (referred to herein as "**GolfNow Technology**"); or (iv) attempt to gain unauthorized access to the GolfNow Technology or Services; (v) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Services or the GolfNow Technology; (vi) access the Software or GolfNow Technology for the purpose of building a similar or competitive offering; (vii) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or GolfNow Technology or any part thereof or otherwise attempt to discover any source code or modify the Services or GolfNow Technology. Client shall: (i) notify GolfNow customer support as promptly as practicable by email, fax or telephone of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GolfNow as promptly as practicable and use reasonable efforts to stop immediately any copying or distribution of any Client proprietary information or Client Data that is known or suspected by Client or Users through the Services; and (iii) not impersonate another User or provide false identity information to gain access to or use the Services. Client is responsible for all its Users' compliance with this Agreement, for charges incurred by its Users under Client's account, and for using commercially reasonable efforts to ensure that its Users maintain the confidentiality of their passwords and user names. Certain editions of the Services offer integration capabilities via an application programming interface, or API. The number of API calls Client can make per account at no additional charge is limited (excluding calls resulting from use of GolfNow End User applications, golfnow.com, and GolfNow- certified applications) to an aggregate maximum of two hundred thousand (200,000) calls/day/account. Calls to the API that exceed the daily maximums in the preceding sentence may require payment of additional charges.

12. End Users; Privacy Policies and Terms of Use. End users of the Services shall be either: (1) GolfNow account holders who interact with Client via their GolfNow account ("**GolfNow Account User(s)**"; e.g. Golfer who uses their GolfNow account to reserve tee time through a GolfNow Booking Engine on Client's website); or (2) any other individual or company who interacts with the Services for purposes of conducting business with Client ("**Client End User(s)**") (collectively, "**End User(s)**"). Client acknowledges and agrees that Client shall be solely responsible

for establishing and enforcing the terms and conditions under which Client End Users interact with portions of the Services controlled by Client (e.g. Client's websites or point-of-sale systems). Client will at all times during the Term: (a) maintain a privacy policy and terms of use that are consistent with applicable laws and industry best practices (as determined by reference to the practices of other consumer-oriented websites and the promulgations of applicable industry standards bodies); (b) make such policy and terms of use easily accessible to Client End Users and otherwise in compliance with all applicable laws, including but not limited to the California Consumer Privacy Act (" **CCPA**"); and (c) comply with such policy and terms of use. No End User shall be deemed a third-party beneficiary of this Agreement. Client shall not make any warranties, representations or commitments to Client End Users which would: (i) imply an endorsement by GolfNow; (ii) purport to bind GolfNow to any legal obligations owed by Client to the Client End User; or (iii) entitle any End User to enforce the terms of this Agreement against GolfNow. Notwithstanding the foregoing, GolfNow shall be entitled to make its own privacy policy and terms of use available to GolfNow Account Users on the Services, and Client shall not take any actions that would diminish the accessibility of such policy or terms.

13. Ownership of Data.

(i) Definitions.

(a) "**Applicable Law**" means all applicable laws, rules, regulations, rulings, judgments, directives, or other requirements of any governmental authority in any country or jurisdiction, as may be amended or otherwise revised from time to time and all applicable, current industry self-regulatory principles, including but not limited to the CAN-SPAM, TCPA, and Privacy Laws.

(b) "**Personal Data**" means any information that relates to an individual and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual, or other information that constitutes "personal data" or "personal information" under Privacy Laws.

(c) "**Privacy Laws**" means all Applicable Laws and third-party platforms restrictions relating to the Processing of Personal Data, privacy and security that may exist in any relevant jurisdiction, including but not limited to CCPA and GDPR.

(d) "**Process**", "**Processing**" and words of similar nature mean using, accessing, storing, securing, sharing, disclosing, altering, destroying and deleting Personal Data and other actions as set forth in the applicable Privacy Laws.

(ii) Client Data. As used herein, "**Client Data**" shall mean any data, information, or material provided or submitted to the Services by Client, Client End Users, or Client's customers, personnel, and business contacts, including any Personal Data thereof (e.g. name, address, phone number, email address, credit card information, purchases, or preferences) ("**Client Personal Data**"), in the course of Client's use of the Services. The Parties acknowledge and agree that GolfNow shall act as a service provider for any Client Personal Data processed by GolfNow through its provision of the Services. Where this is the case, GolfNow shall collect, retain, use, disclose, and otherwise process Client Personal Data (including personal information as defined under the applicable law) solely to fulfill its obligations to Client under this Agreement on Client's behalf, for Client's operational purposes, for GolfNow's own operational purposes, for other notified purposes, and for no other purposes. GolfNow shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data where such deletion, correction, destruction, damage, loss or failure to store is initiated by or caused by Client or its Users, or Client End Users. Client agrees that GolfNow may process Client Personal Data to generate non-personally identifiable information by means of aggregation or de-identification, and to use and disclose that data, along with, on an aggregate basis and so long as no such use specifically identifies Client, any Client Data relating to Client's usage of the Services (e.g., general usage data; yield, utilization, rate, rounds, or pace; anonymous survey results) (collectively, "**Aggregated Data**"), for its own commercial purposes during or after the term of this Agreement. GolfNow shall not sell Client Personal Data or otherwise disclose Client Personal Data for a commercial purpose. Client retains ownership of Client Data, whether obtained prior to or during the Term of this Agreement. For the avoidance of doubt, Aggregated Data shall not be considered Client Data or Client Personal Data.

(ii) GolfNow Account Data and Shared Data. GolfNow shall own the rights to all Personal Data collected by GolfNow directly from GolfNow Account Users on GolfNow-operated sites and services or through the Services provided to Client, including, but not limited to, name, phone number, login credentials, tee times, requests for amenities such as food orders, information about other golfers, and other profile information (collectively, "**GolfNow Account Data**"). When applicable, GolfNow shall provide Client with the portions of GolfNow Account Data necessary to enable GolfNow Account Users to interact with Client through the Services and for Client to fulfill certain golfer transactions made through the Services (e.g., golfer name, phone number, and tee time for GolfNow.com bookings; golfer name and food order for SmartPlay order; and golfer contact information to set up a profile for future bookings through GolfNow Booking Engines). Except as otherwise provided in this Agreement, GolfNow and Client, with respect to the portion of the GolfNow Account Data that Client may receive from GolfNow, each Client and GolfNow will independently own such data (the "**Shared Data**"), provided, however, Client shall not "sell" Shared Data as "sell" is defined under applicable Privacy Laws, including but not limited to the CCPA. Client represents and warrants that Client will comply with all Applicable Law, including but not limited to CAN-SPAM, CIPA, TCPA, Telemarketing Sales Rule, CCPA, and/or any other similar Privacy Laws, with respect to (i) any and all Client Personal Data and Shared Data; and (ii) Client's use of Client Personal Data and Shared Data in conjunction with the Services, including but not limited to Client's distribution of marketing communications (via e-mail, text message, or otherwise) through the Services, whether by Client directly or by GolfNow on Client's behalf or at Client's direction. Client shall comply with its obligations as a "business" or "controller" under applicable law, including the CCPA for all Client Personal Data and Shared Data.

14. Data Security. Industry standards have been set by the Payment Card Industry Data Security Standards ("**PCI Standards**") for protection of customer information. GolfNow and Client both represent and warrant that they will comply with PCI Standards during the entire Term of this Agreement and thereafter with respect to customer Personal Data accumulated during the Term, and further agree to adhere to all other applicable standards, laws, rules, and regulations for protection of customer Personal Data to which they have access during the entire Term of this Agreement. GolfNow agrees that it will use systems, tools and security and take commercially reasonable steps to ensure Client Personal Data hosted by GolfNow is not accessed, redistributed, duplicated, or modified. GolfNow shall be free to provide certain required levels of access to contracted third party vendors that may need access to such data in order to provide the Services.

15. Websites and Mobile Apps. In the event that GolfNow provides Client with a custom Website or Mobile App (the "**Websites & Apps**") as part of the Services, Client acknowledges and agrees that Client, and not GolfNow, shall be responsible for: (i) any and all content (i.e., images, video, text, etc.) and third-party links, including any social media accounts or activity (i.e. Facebook, Twitter, YouTube, etc.), uploaded and/or published to the Websites & Apps by Client directly or provided to GolfNow for upload and/or publishing on Client's behalf; (ii) any and all additions, deletions, edits, or changes made to the Websites & Apps by Client directly or by GolfNow at Client's direction; (iii) the accessibility to disabled persons of any and all content (i.e., images, video, text, etc.), third-party links, or third-party features, services, or functionality uploaded or published to, or included in, the Websites & Apps by Client directly or by GolfNow at Client's direction; (iv) any and all representations made to End Users by Client through the Websites & Apps; (v) any and all communications between Client and End Users made or initiated through the Websites & Apps; (vi) any and all products/services of Client offered or advertised through the Websites & Apps; and (vii) any and all third-party software or services utilized by Client relating to the Websites & Apps not provided by GolfNow. Pursuant to Section 12 above, Client, and not GolfNow, shall be responsible for providing the privacy policy and terms of use for Client's Website(s), which shall be separate and distinct from GolfNow's privacy policy and terms of use applicable to the Mobile Apps and GolfNow Account Users. Client acknowledges and agrees that the Websites & Apps are part of the Services licensed to Client for the Term of the Agreement, and that upon termination of the Agreement, the Websites & Apps, and any other services relating to the Websites & Apps provided by GolfNow, including but not limited to domain name, hosting, and email, will be immediately taken down and/or turned off, along with Client's access to the Websites & Apps and any related services. Unless agreed upon otherwise, all content created by GolfNow for the Websites & Apps shall remain the property of GolfNow and may not be used by Client following the termination of this Agreement. Client is solely responsible for creating copies or backups of all Client-owned content or data from the Websites & Apps prior to termination, and in no event shall GolfNow be responsible for the loss of any of Client's data following the termination of this Agreement. For purposes of this Section, "Client" shall include any Users, employees, vendors, agents and other personnel of Client.

16. Intellectual Property.

(i) Client Intellectual Property Rights. Client hereby grants GolfNow during the Term a revocable, limited, non-exclusive, royalty-free, worldwide license to use certain materials provided by Client, including but not limited to golf course information, logos, branding, images, and video (the "**Client Materials**"), as may be necessary for GolfNow to: (i) provide the Services to Client; (ii) aggregate Client usage data as set forth above; and (iii) to promote Client and provide the marketing services contemplated herein. Client retains all right, title and interest, including all related intellectual property rights, in and to the Client Materials. Client represents and warrants that any Client Materials provided to GolfNow and/or, if applicable, uploaded to Client's Websites & Apps during the Term will be fully cleared (e.g. for copyrights, rights of publicity, etc.) for commercial use in all mediums (including, without limitation, on the internet, in print, and via mobile distributionchannels).

(ii) GolfNow Intellectual Property Rights. GolfNow and its licensors retain all right, title and interest, including all related intellectual property rights, in and to the GolfNow Services, Software, Technology, and Documentation. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the GolfNow Products, Services, Software, or Technology. Any GolfNow-related names, logos, and the product or service names associated with the Services are trademarks of GolfNow or its licensors or other affiliated third parties, and no right or license shall be deemed granted to use them to Client, any End User, or any other third party without the prior, express written consent of GolfNow. GolfNow shall be free to use or incorporate and permit its third party licensors to use or incorporate into the GolfNow Technology and/or Services any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the GolfNow Services, and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon GolfNow hereunder, all of which once incorporated shall be the sole and exclusive property of GolfNow and its licensors.

17. Confidentiality.

(i) Definition. "Confidential Information" means all non-public information of a Party ("Disclosing Party") disclosed to the other Party under this Agreement ("Receiving Party"), whether orally or in writing and whether or not designated as confidential at the time of disclosure, including without limitation the terms and conditions of this Agreement (including pricing and other terms), business information, specifications, research, software (in the case of GolfNow, including but not limited to, the GolfNow Technology, flow of screens, and Documentation), trade secrets, designs, drawings, flow charts, data, computer programs, marketing plans, budget figures, and other financial and business in formation of the Disclosing Party, and Client Data.

(ii) Treatment of Confidential Information. Except with the Disclosing Party's permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other the performance of the Receiving Party's obligations under this Agreement, and shall not disclose the Confidential Information to any third party other than its contractors or authorized representatives who are subject to binding obligations of confidence substantially similar to those set forth in this Agreement and solely for the purposes of this Agreement.

(iii) Permitted Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that: (a) is or becomes publicly available without a breach of any obligation owed to the Disclosing Party, including, by way of example but not limitation, the posting of Client materials or Client Data by Client, Users or End Users on any publicly-available portions of the Services; (b) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (c) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (d) is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information (except for patentable subject matter, which shall not be subject to this exception); or (e) the Receiving Party is required to disclose by any applicable law, by any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided that the Receiving Party provides the Disclosing Party with prompt written notice of the requirement to disclose, reasonable assistance in the opposing or limiting of such disclosure and limits such disclosure to that strictly required by such court, government agency or legal process; (f) is a permitted aggregation of data.

(iv) Injunctive Relief. The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Disclosing Party will be entitled, in addition to any other available remedies, to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary

damages. Notwithstanding the foregoing, Client irrevocably waives any right to enjoin or restrain the operation of the GolfNow Software, Services, or Technology as a whole, or GolfNow's, its providers', or its customers' use of any content or other material used or displayed through the Services other than Client's Confidential Information.

18. Limited Warranties and Remedies; Disclaimers. Both Parties represent and warrant that: (a) they have the authority to enter into this Agreement and that their signatories are duly authorized and empowered to sign this Agreement on their behalf; and (b) they will comply with all applicable laws, ordinances, statutes, regulations and rules, and that they have the power to settle fully and completely all claims, causes of action, demands, charges and liabilities arising out of or relating to this Agreement. Client represents and warrants to GolfNow that any intellectual property provided to GolfNow by Client (including without limitation, any photographs, drawings, or works of art) do not violate the rights of any third party. GolfNow will provide the Services in a professional and workmanlike manner and free from any unreasonable defects, and GolfNow will use all reasonable means to fix any defect in the Services that may arise. GolfNow will provide Client with training on how to use the Services and provide support as needed by Client. Notwithstanding the foregoing, in the event that Client creates its own content and/ or software, and/or utilizes third party software to deliver services to the Client's users, such content and software or services are not included within this Limited Warranty and GolfNow is not responsible for any damages or remedies of any kind in connection with Client's content and/or use of such software or services. GolfNow shall notify Client in advance of any updates to the Services and will provide appropriate training and/ or materials to Client concerning all updates. Client and its authorized users shall use the Software and Services only in accordance with this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE GOLFNOW SERVICES, SOFTWARE, OR TECHNOLOGY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER GOLFNOW NOR ITS PROVIDERS REPRESENT OR WARRANT THAT (A) THE USE OF THE GOLFNOW SOFTWARE, SERVICES OR TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE GOLFNOW SOFTWARE, SERVICES, OR TECHNOLOGY WILL MEET CLIENT'S OR END USERS' REQUIREMENTS OR EXPECTATIONS, OR (C) THE GOLFNOW SOFTWARE, SERVICES, OR TECHNOLOGY THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, SO LONG AS GOLFNOW HAS TAKEN REASONABLE STEPS TO SAFEGUARD AGAINST SUCH VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE GOLFNOW SOFTWARE, SERVICES, AND TECHNOLOGY IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY GOLFNOW AND ITS PROVIDERS. With respect to malfunctioning Software, GOLFNOW'S entire liability and Client's exclusive remedy shall be the repair/replacement of the Software.

19. Limitation of Liability. EXCEPT FOR THIRD PARTY LIABILITIES AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR LOSS OF DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR THE FORM OF ACTION (WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN NO EVENT SHALL GOLFNOW'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CLIENT HEREUNDER (WHICHEVER IS GREATER) OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE TOTAL PAYMENT SECTION OF THE ORDER FORM.

20. Indemnification.

(i) By Client. Client shall indemnify, defend, and hold harmless GolfNow, LLC and its parents, affiliates, officers, directors, employees, contractors, vendors, agents, and representatives, (collectively, the "**GolfNow Indemnified Parties**"), from any and all claims, demands, actions, suits, investigations, proceedings, damages, losses and liabilities, including reasonable attorney's fees and expenses (collectively, "**Losses**") as incurred, arising from or related to any third-party claim (a) that any materials provided to GolfNow by Client, or utilized by Client in its use of the GolfNow Services infringe, misappropriate, or otherwise violate or conflict with applicable law or any third-party's intellectual property rights or rights of privacy or publicity; or (b) to the extent arising from or relating to (i) the breach of Client's obligations, representations, or warranties under this Agreement, including any third-party claim alleging any act, omission, or fact that constitutes a breach; (ii) any death, personal injury, bodily injury to persons, or damage to property caused by Client or occurring at Client's Golf Course(s); (iii) any dispute between Client and a customer/golfer, including in connection with the customer/golfer's experience at Client's Golf Course(s), without regard for the basis of such claim; (iv) any negligence or willful misconduct of Client or Client's employees, vendors, agents or other personnel; and (v) the Client Data and/or Client's Websites & Apps (as defined in Section 15), to the extent such Losses are not a result of GolfNow's negligence.

(ii) By GolfNow. GolfNow agrees to defend, indemnify, and hold harmless Client, its parents, affiliates, officers, directors, partners, employees, contractors, vendors, guests, volunteers, agents, and representatives from and against all Losses arising out of or resulting from any act undertaken or committed by GolfNow, or any contractors hired or engaged by GolfNow, in connection with the performance of GolfNow's obligations under this Agreement. GolfNow also agrees to defend, indemnify, and hold harmless Client from any liability resulting from any claim, action or cause of action which may be asserted by third-parties arising out of the performance of the GolfNow's obligations pursuant to this Agreement, except those actions or liabilities which are due to the misconduct or negligence of Client.

21. Insurance. Client acknowledges and agrees that it will at all times during the Term and at its own expense, keep in full force and effect the following insurance coverages: (i) commercial general liability insurance for limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, product liability, personal and advertising injury and completed operations liability; and (ii) worker's compensation insurance in compliance with applicable law; (iii) employers' liability insurance with a limit not less than One Million Dollars ($1,000,000.00); and (iv) property insurance on an "all risk" basis with replacement cost coverage for property and equipment in care, custody, and control of the insured. GolfNow, LLC must be listed as an "additional insured" on the policies described above. Promptly after signing this

Agreement, Client will deliver to GolfNow certificates of insurance for the required coverage. All required insurance will be placed with carriers rated no lower than A-VII in the most current edition of AM Best's Property Casualty Key Rating Guide and will provide thirty (30) days' written notice of cancellation or non-renewal, which notice shall be provided in accordance with these Terms. The stipulated limits of coverage will not be construed as a limitation of any potential liability to GolfNow. Failure to request evidence of insurance is not a waiver of Client's obligation to obtain the required insurance.

22. Dispute Resolution. This Agreement shall be governed, interpreted and construed under the laws of the United States and the State of Florida without regard to any conflict of law principles. The Parties shall act in good faith and use commercially reasonable efforts to promptly resolve any claim, dispute, controversy or disagreement (each a "**Dispute**") between the Parties under or related to this Agreement. Any Dispute arising out of this Agreement which cannot be resolved by the Parties shall be governed exclusively by binding arbitration initiated and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, conducted in the Orlando, Florida, metropolitan area. The arbitrator shall have the power to award reasonable attorneys' fees and costs to the prevailing Party in any arbitration, and either Party shall have the right to take appropriate action to enforce any arbitration award in any court having jurisdiction over the applicable Party.

23. Binding Nature; Assignment. This Agreement shall be binding upon GolfNow and Client, and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without Client's consent, GolfNow may assign all or part of its rights and obligations under this Agreement to: (i) any of its divisions, affiliates or subsidiaries; (ii) its parent company; or (iii) any of its parent company's divisions, affiliates, or subsidiaries. A sale of substantially all of the stock or assets of a Party, or the reorganization or merger of a Party, shall not constitute an assignment of this Agreement. Any assignment or transfer in violation of this Section shall be void and of no force or effect. Any subcontractors retained by GolfNow to perform certain obligations hereunder shall be bound by and their actions are governed by this Agreement as if GolfNow itself was performing suchobligations.

24. Export Control. Client and GolfNow agree, in connection with Client's use of the Services, to comply with all applicable export and re-export laws and regulations. GolfNow makes no representation that the Software or Services is appropriate, will comply with applicable laws, or available for use in locations other than the United States of America.

25. Taxes. Client represents and warrants that it will be responsible for the payment of all taxes it may incur in connection with the performance of this Agreement or use of GolfNow Services. Client will indemnify, defend and hold GolfNow harmless from any liability incurred by GolfNow in connection with Client's failure to comply with this Taxes provision.

(i) Sale of Tee Times or Other Items to End Users: With regard to the sale by Client of tee times or other taxable items directly to an End User through or in connection with services provided by GolfNow under this contract, Client will, as required by applicable laws, collect and remit all applicable taxes relating to consideration paid by End Users directly to Client. GolfNow will collect and remit all applicable taxes relating to consideration paid directly to it by End Users.

(ii) Barter for or Cash Purchase of GolfNow Services by Client: The license by Client of some or all of GolfNow Services (including software) under this contract may be subject to sales or use tax in the state(s) in which Client operates. GolfNow recognizes that the value to Client of its Services, including software solutions provided under this contract, lies principally in the provision of access to and effective execution within the market created by GolfNow. Client and GolfNow agree that the consideration due from Client to GolfNow under this contract that is applicable to software equals the lesser of twenty percent (20%) of the total remuneration collected by GolfNow from End Users for Tee Times (or cash from Client) under the contract or $2,500 ("The Allocation") calculated on a per account (not per course) basis. To the extent that the state(s) in which Client operates impose tax on the license of software provided through this contract, tax will be computed on The Allocation, and will be payable by Client to GolfNow for remittance to the appropriate tax authority.

26. Survival. Sections 1, 16-20, 22, 25 and 26 shall survive notwithstanding the expiration or termination of this Agreement.

27. Miscellaneous. This Agreement shall constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, written or oral, relating thereto between Client and GolfNow. Additionally, this Agreement shall terminate and supersede any and all prior Order Form(s) entered into between Client and GolfNow regarding the Golf Course(s) and Products/Services listed herein. For the avoidance of doubt, this Agreement shall not terminate and/or supersede any non-Order Form agreements between Client and GolfNow or any prior Order Form(s) or other agreement(s) between Client and GolfNow relating to golf courses not listed in this Agreement. The Parties acknowledge and represent that they have carefully read and fully understand all of the terms and conditions set forth in this Agreement. The Parties further acknowledge and represent that they enter into this Agreement freely, knowingly and without coercion and based on their own judgment and investigation of this matter, and not in reliance upon any representations or promises made by any Party, its attorneys, or its agents. The Parties hereby acknowledge and agree that GolfNow is an independent contractor and not an employee, agent, joint venturer or partner of Client or any of its affiliates. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, employment, or agency relationship among any of the Parties as a result of this Agreement. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation. None of the Parties shall have any power to obligate or right to bind any other Party. This Agreement may be executed in one or more counterparts, with electronic exchange of signatures (e.g., pdf and DocuSign) sufficient to bind the Parties. Notices of either Party as required herein shall be sent to the addresses provided in the attached Order Form.

II. Additional Terms.

The following Additional Terms shall govern Client's purchase and use of the associated product and/or service and are expressly incorporated into the Agreement between GolfNow and Client when applicable. These Additional Terms will not change or replace the Standard Terms and Conditions or any other Terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Additional Terms shall have the same meaning as set forth in the Agreement and in the event of an express conflict between these Additional Terms and the Agreement, the Additional Terms shall control.

A. SmartPlay Merchant Terms and Conditions.

These SmartPlay Merchant Terms and Conditions ("**SmartPlay Terms**") shall govern GolfNow's provision of the SmartPlay Services (as defined below) to Merchant and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Mercha nt. For purposes of these SmartPlay Terms, "GolfNow" shall refer to GolfNow, LLC and "Merchant" shall mean the legal entity listed as "Client" on the applicable Order Form between GolfNow and Merchant.

1. SmartPlay Technology.

If selected on the Order Form, GolfNow will enable GolfNow's proprietary SmartPlay technology services to facilitate the mark eting, sale, and fulfillment of orders for food, beverages and other products ("**Items**") to Customers at Merchant's Golf Courses through the GolfNow mobile app and other GolfNow platforms at GolfNow's discretion (collectively, the "**GolfNow App**") (the "**SmartPlay Services**"). For the avoidance of doubt, "**Customers**" shall refer to end users of the GolfNow App utilizing the SmartPlay Services at Merchant's Golf Courses. Merchant acknowledges the SmartPlay Services at all times require Merchant's use of GolfNow's Golf365 Pro or Golf365 Premier (formerly EZSuite) and GolfNow Payments, which are subject to additional terms and conditions under the Agreement. If at any point during the Term Merchant ceases its use of either Golf365 Pro/Golf365 Premier or GolfNow Payments, GolfNow may immediately suspend or terminate the SmartPlay Services.

2. GolfNow Obligations.

2.1 SmartPlay Services. Subject to the Agreement and these SmartPlay Terms, GolfNow shall provide the SmartPlay Services to Merchant solely for use at the Golf Courses specified in the relevant Order Form. For the avoidance of doubt, as between Merchant and GolfNow, GolfNow will retain sole and absolute control over the SmartPlay Services (and all related elements of the user experience and user interface within the GolfNow App), including: (i) the personalization of the SmartPlay Services for Customers (as defined below); (ii) the prioritization and display of options available to Customers; (iii) the functionality available to Customers within the GolfNow App; (iv) any service fees charged to Customers on purchases made through the SmartPlay Services; and (v) adding, removing, or otherwise modifying any feature or functionality made available through the SmartPlay Services or GolfNow App.

2.2 No Delivery Services. For the avoidance of doubt, the SmartPlay Services do not include, and GolfNow will not perform or in any way provide for, the delivery of any Items. Merchant and Merchant's Golf Courses, pursuant to Section 4 below, will at all times be solely responsible for the delivery of Items purchased by Customers through the SmartPlay Services ("**Delivery Services**"), and GolfNow will not be liable or responsible for any Items or deliveries, or any errors or misrepresentations relating to any Items ordeliveries.

3. Merchant Obligations.

3.1 Items for Purchase. Merchant agrees to make Items available to Customers for purchase during its normal business hours. Merchant will prepare, handle, store, and deliver all Items in accordance with all applicable laws and regulations, including without limitation all laws, rules, and regulations (i) governing time or temperature controls required for food safety ("**Food Safety Standards**"); and (ii) relating to the sale and/or service of alcohol. Merchant will solely determine the quality, portion, size, ingredients, or other criteria applicable to any Items ("**Criteria**") and Merchant is solely responsible for ensuring all Items meet the applicable Criteria. For the avoidance of doubt, the selection of Items made available to Customers through the SmartPlay Services will be at Merchant's discretion; however, in the event Merchant fails to make any Items available, Merchant will be in breach of the Agreement and GolfNow may suspend the SmartPlay Services until such Items are posted for sale.

3.2 Item Responsibility. Merchant acknowledges and agrees that GolfNow will not take title to any Item at any time. Additionally, Merchant shall be responsible for any reimbursement costs related to Customer refunds relating to Items or any other issue within Merchant's control. For the avoidance of doubt, all items sold to Customers through the SmartPlay Services shall be sold under Merchant's retail and food delivery licenses, including but not limited to any alcohol-related licenses.

3.3 Item Order Support. Merchant is solely responsible for providing all Customer support for Merchant's Items sold through the SmartPlay Services, including support for delivery, and Merchant will provide GolfNow with a customer service phone number that GolfNow will display in the GolfNow App so that Customers may direct their support inquiries to Merchant. Merchant will at all times during the Term be solely responsible for resolving all complaints and issues raised relating to: (i) Items purchased through the SmartPlay Services; and (ii) Merchant's Delivery Services (as defined below), and will accept and respond to all customer service inquiries.

3.4 Item Pricing; Taxes. Merchant shall be solely responsible for setting the retail price for each Item to be offered for sale through the SmartPlay Services (the "**Retail Price**"). Merchant is the "retailer" or "seller" of all Items and is solely responsible for the collection and remittance of all applicable Sales Taxes and other fees. The term "**Sales Tax**" includes any sales, sellers use, transaction privilege, privilege, general excise, gross receipts, Item taxes and similar transaction taxes. Unless expressly indicated otherwise, the Retail Price of each Item shall exclude Sales Tax or any other fees. Merchant is solely responsible for determining all applicable Sales Tax and other fees, and identifying and informing GolfNow of the appropriate Sales Tax and other fee amount for GolfNow to charge Customers on Merchant's behalf for Items available through the SmartPlay Services and GolfNow App. To the extent that applicable Sales Tax and other fees are not determined by Merchant, Merchant

expressly authorizes GolfNow to make such determination on its behalf and Merchant hereby acknowledges and agrees that GolfNow will have no liability for the accuracy of any such determination. Merchant expressly authorizes GolfNow, at Merchant's direction, to collect such Sales Taxes and other fees on Merchant's behalf.

Additionally, Merchant agrees that unless mutually agreed upon otherwise, the Retail Prices for all Items offered for sale by Merchant through the SmartPlay Services shall not be higher than the prices that Merchant and/or Merchant's Golf Courses charge for similar Items outside of the SmartPlay Services, including at Merchant's pro shops, restaurants, bars, and/or beverage carts.

3.5 Restrictions. In connection with the access to and use of the SmartPlay Services, Merchant will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms used to provide the SmartPlay Services; (ii) provide, lease, lend, disclose, or otherwise use or allow any third-parties to use the SmartPlay Services (except as otherwise authorized by GolfNow); or (iii) possess or use, or allow the transfer, transmission, export, or re-export of any software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency. Merchant will not (and will not allow any third party to) use the SmartPlay Services or any other transactional, operational, performance or other data or information that is related to the sale of Items to Customers through directly or indirectly compete with GolfNow or its affiliates. The following restricted Items may not be featured or sold via the SmartPlay Services: illegal items, fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, Items containing endangered species or any items that Merchant does not have permission to send.

4. Delivery.

4.1 Provision of Delivery Services. As between GolfNow and Merchant, Merchant acknowledges and agrees that: (a) Merchant will be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Delivery Services; and (b) except for the SmartPlay Services technology, Merchant will provide all necessary equipment, tools, and other materials, at Merchant's expense, necessary to perform any Delivery Services. In the event Merchant collects any personal data from Customers in connection with the Delivery Services, including but not limited to location, signature, photo, or ID (as defined below) information, Merchant agrees not to use or retain such personal data other than purposes of fulfilling the Delivery Services.

4.2 Delivery Personnel. Merchant will have the sole responsibility for any obligations or liabilities to Delivery Personnel (as defined below) that arise from or relate to Merchant's relationship with the Delivery Personnel. Merchant acknowledges and agrees that Merchant exercises sole control over any employees, agents, or contractors performing the Delivery Services on behalf of Merchant ("**Delivery Personnel**") and that Merchant will comply with: (i) all applicable laws (including tax, gratuity, social security, and employment laws) and regulations applicable to Merchant's relationship with the Delivery Personnel; and (ii) industry best practice with respect to working conditions and compensation for Delivery Personnel, including but not limited to the distribution of any gratuities. Merchant further acknowledges and agrees that Merchant will at all times during the Term be responsible and liable for the acts and omissions of its Delivery Personnel with respect to Customers, GolfNow, and third-parties.

4.3 Relationship with Customers. GolfNow and its affiliates shall not be responsible or liable for the actions or inactions of Customer(s) in relation to any of Merchant's activities, including the Delivery Services. Merchant acknowledges and agrees that: (i) Merchant will have the sole responsibility for any obligations or liabilities to Customers or other third-parties that arise from or relate to Merchant's provision of the Delivery Services.

4.4 Delivery Area and Timing. Unless agreed upon by the Parties otherwise, GolfNow shall determine the geographic area in which the Delivery Services will be available ("**Delivery Area**"), and GolfNow (or Merchant upon notice to GolfNow) may limit the Delivery Area with respect to adverse events such as inclement weather or poor driving conditions to ensure safe and reliable Delivery Services. Merchan t acknowledges that GolfNow will use the Delivery Area to limit the Merchant's ability to sell Items only to potential Customer who request delivery within the Delivery Area through the SmartPlay Services. Merchant shall provide GolfNow with projected timelines for the preparation of Item orders so that GolfNow may determine and display estimated time for delivery that may be displayed to Customers within the GolfNow App.

4.5 Transportation Method. For purposes of these SmartPlay Terms, "Transportation Method" shall mean a mode of transportation used by Merchant and its Delivery Personnel for the purpose of providing the Delivery Services.

4.5.1 Transportation Method Requirements. Merchant acknowledges that any and all Transportation Method(s) will at all times be: (a) properly registered and licensed as required by law to operate as a delivery vehicle; (b) owned or leased by Merchant or otherwise in Merchant's lawful possession; (c) suitable for performing the Delivery Services; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements required by applicable law, and in a clean and sanitary condition.

4.5.2 Delivery Personnel Requirements. Merchant acknowledges and agrees that at all Delivery Personnel will, at all times during the Term: (a) hold and maintain (a) a valid applicable license with the appropriate level of certification to operate the Transportation Method assigned to each Delivery Personnel; and (ii) all licenses, permits, approvals, and authority applicable to Merchant and/or its Delivery Personnel necessary to provide the Delivery Services to third parties; (b) provide the Delivery Services in a professional manner with due skill, care, and diligence; and (c) maintain high standards of professionalism, service, and courtesy.

Merchant acknowledges and agrees that GolfNow reserves the right, at any time in GolfNow's sole discretion, to restrict Merchant or Delivery Personnel from accessing or using the SmartPlay Services in event Merchant or such Delivery Personnel fail to meet any of the requirement within this Section.

5. Payment Terms.

5.1 Payment to GolfNow. Merchant's payment for the SmartPlay Services shall be the payment to GolfNow set forth in the attached Order Form.

5.2 SmartPlay Service Fee(s). GolfNow, in its sole discretion, may charge Customers a service fee on all Item purchases made through the SmartPlay Services **("SmartPlay Service Fee(s)")** as set forth on the relevant Order Form. The SmartPlay Service Fees shall be paid directly to GolfNow by Customers at the time of purchase, and GolfNow shall retain one hundred percent (100%) of each SmartPlay Service Fee collected unless stated otherwise in the Order Form.

5.3 Payment to Merchant; Payment Processing. For each purchase of an Item or Items, the Customer(s) will be charged (i) the Retail Price of the Item(s) ("**Item Revenue**"); (ii) any applicable Sales Tax; and (iii) the Service Fee(s), if any. All Customer purchases of Items through the SmartPlay Services will be processed and reconciled pursuant to the Agreement and the "**GolfNow Merchant Services Agreement for Sub-Merchants**" entered into between Merchant and GolfNow regarding Merchant's use of the GolfNow Payments service, with Merchant receiving one hundred percent (100%) (net of processing fees of the Item Revenue and Sales Tax, and GolfNow receiving (100%) of the SmartPlay Service Fee(s), unless agreed upon otherwise.

6. Intellectual Property.

6.1 GolfNow owns all right, title, and interest in and to the SmartPlay Services, GolfNow App, and any related content supplied by GolfNow. Additionally, GolfNow shall have sole editorial control over (i) the SmartPlay Services; and (ii) the presentation of any content provided by Merchant for display within the SmartPlay Services, including but not limited to menus, photographs, trademarks, and logos (" **Merchant Content**"). Merchant shall own all right, title, and interest in the Merchant Content, subject to the licenses grantedherein.

6.2 For the Term of the Agreement, Merchant hereby grants GolfNow a non-exclusive, perpetual, fully paid-up and royalty free license to use and display the Merchant Content in connection with Merchant's Items, Merchant's use of the SmartPlay Services, and any marketing or promotional activities relating thereto. GolfNow may remove any Merchant Content from the SmartPlay Services at any time in its sole discretion.

6.3 Without limiting anything in the Agreement, Merchant represents and warrants that the no Merchant Content will infringe, misa ppropriate, or otherwise violate any third-party's intellectual property or other proprietary rights. To the extent the Merchant Content contains any third-party materials, Merchant is solely responsible for, and will secure any and all rights, licenses, consents, and/or permissions necessary to, GolfNow's use of such Merchant Content.

6.4 No Development. EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA, OR OTHER INTELLECTUAL PARTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

7. Marketing. GolfNow and its affiliates may showcase the availability of Merchant's Items via the SmartPlay Services and/or GolfNow App through various promotional activities, including but not limited to social media, websites, e-mail, andadvertisements.

8. Ratings. Merchant acknowledges and agrees that Customers who purchase Items through the SmartPlay Services may be prompted by GolfNow to provide a rating of such Items and/or to provide comments or feedback related to the Customer's experience with Merchant and the applicable Items on the GolfNow App or other GolfNow platforms ("**Customer Feedback**"). GolfNow and its affiliates reserve the right (i) to use, share, and display such Customer Feedback; and (ii) to edit or remove Customer Feedback as deemed necessary by GolfNow.

9. SmartPlay Customer Data. Any and all information about Customers generated or collected by GolfNow through the SmartPlay Services ("SmartPlay Customer Data"), including but not limited to Customer name(s), delivery location(s) or address(es), email address(es), phone numbers, purchase history, and/or preferences or any information that may otherwise be considered "personal data" or "personal information" under applicable law shall be considered GolfNow Account Data. However, to the extent GolfNow shares any SmartPlay Customer Data with Merchant for the purposes of fulfilling Customer orders or completing transactions through the SmartPlay Services, such Smart Play Customer Data shall be considered Shared Data.

10. Representations and Warranties.

10.1 General. Merchant hereby represents and warrants that: (i) it has the authority to enter into the Agreement and these SmartPlay Terms and to grant the rights granted hereunder, and that doing so will not violate any other agreement to which it is a party; (ii) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (iii) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from comply with or performing under the Agreement or these SmartPlay Terms; (iv) it will comply with applicable retail food, beverage, or other health and safety codes, rules or regulations, as well as any other laws applicable to its business (including, without limitation, the obligation to pay tips to delivery and other workers, if any); and (v) it will provide accurate tax rates and calculations to GolfNow; and (vi) it will remit to the applicable taxing authority all legally-required taxes and will files all required tax returns and forms.

10.2 Alcohol. In the event Merchant offers alcohol to Customers as Item(s) for purchase through the SmartPlay Services, Merchant represents and warrants that Merchant and/or the applicable Golf Course(s) maintains a valid and active liquor license and all other applicable licenses, permits, and registrations for the sale, distribution, and delivery of alcohol (collectively, "Liquor Licenses"). Merchant will provide GolfNow with a copy of the Liquor Licenses and any renewal thereof, and will immediately notify GolfNow if any Liquor License is not renewed or is revoked, cancelled, or surrendered at any time during the Term. Merchant acknowledges and agrees that Merchant, and not GolfNow, is solely responsible for confirming via bona-fide government-issued identification ("ID") that all Customers who purchase alcohol from Merchant's Golf Courses through the SmartPlay Services are at least twenty-one (21) years old prior to Merchant serving or delivering alcohol to any such Customers.

10.3 DISCLAIMER. EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

B. Answers Reservation Center Services Terms and Conditions.

These GolfNow Answers Terms and Conditions ("Answers Terms") shall apply specifically to Client's use of the GolfNow Answers reservation center services ("Answers Service") and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Client.

1. GolfNow Responsibilities.

(a) GolfNow is responsible for the toll-free telephone charges associated with forwarding calls to the Answers Service, unless Client elects to use its own toll-free number.

(b) GolfNow will, in conjunction with Client, develop a telephone protocol to be used by GolfNow's customer service representatives ("CSR(s)") when answering telephone calls for Client's Golf Course(s).

(c) GolfNow CSR's, where appropriate, will attempt to collect relevant Personal Data of callers on Client's behalf, which may include first name, last name, postal code, phone number, and/or email address.

(d) GolfNow is not responsible to Client for any lost revenues resulting from errors made by CSR's performing the Answers Service on Client's behalf.

2. Client Responsibilities.

(a) Client will at all times be responsible for providing and maintaining data connectivity at its Golf Course(s) as required to receive the Answers Services.

(b) Client will not forward the main phone number(s) of its Golf Course(s) to GolfNow, but shall implement an auto-attendant if all tee time calls are to be handled by the Answers Service.

(c) Client will be responsible for any costs and fees associated with implementing call forwarding, except for toll-free charges set forth in Section 1(a) above.

(d) The accuracy of tee time pricing or other Golf Course-specific information provided to provided to GolfNow for use in the Answers Service will at all times be the responsibility of Client, regardless of whether GolfNow assists in the data entry.

3. **Data Collection.** Except as otherwise set forth herein, data collected by CSR's from callers to a Client-controlled telephone number through the Answers Service, including Personal Data, will be considered Client Data under the Agreement.

4. **Trade Times.** Client acknowledges and agrees that GolfNow may sell the Trade Time(s) set forth on the relevant Order Form, if applicable, through the Answers Service. All Trade Times reserved through the Answers Service will be noted on Client's tee sheet as such. Client will not cancel, move or edit a Trade Time reserved through the Answers Service without first contacting GolfNow and Client will not apply a surcharge to golfers who reserved a Trade Time through the Answers Service.

C. Full Swing Terms and Conditions.

Client acknowledges and agrees that the Full Swing simulator(s), technology, hardware, software, products, and services (collectively the "**Full Swing Technology**") are provided solely by a third-party, Full Swing Golf, Inc. ("**Full Swing**"), and that Client's receipt of the Full Swing Technology under this Agreement with GolfNow is contingent upon Client's execution of a separate and distinct contract(s) between Client and Full Swing, to which GolfNow will not be a party (collectively as the "**Full Swing Agreement(s)**"). Client's use of the Full Swing Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Full Swing Agreements. In the event Client fails to execute the Full Swing Agreements within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client's payment for the Full Swing Technology shall be the payment to GolfNow set forth in the applicable GolfNow Order Form. Client's payment obligations to GolfNow will begin immediately upon the effective date of the Agreement, regardless of when the Full Swing Technology is installed. For the avoidance of doubt, Client's payment to GolfNow for the Full Swing Technology shall be subject to the terms and conditions of this Agreement, and not the Full Swing Agreement. However, any breach of the payment terms contained in this Agreement shall also be considered

a breach of the Full Swing Agreement. In the event that Client does not comply with the payment requirements herein or otherwise breaches the

terms of this Agreement (each a "Non-Compliance Event") prior to the end of the Initial Term, Client shall pay GolfNow a fee totaling the following (the "Full Swing Termination Fee"):

$$\left[\frac{\text{Full Retail Price of Full Swing Technology Received}}{\text{Total Number of Months in Initial Term}}\right] \times \text{Number of Months remaining in Initial Term at time of the Non-Compliance Event}$$

The Full Swing Termination Fee shall be due within thirty (30) days of Client's receipt of written notice from GolfNow, is in addition to any other fees set forth in the Agreement, and shall not limit any other remedies of GolfNow at law or equity.

GolfNow makes no representations or warranties with respect to the Full Swing Technology and disclaims any and all liability relating to the Full Swing Technology or Client's use of the Full Swing Technology. Full Swing, and not GolfNow, will be responsible for the installation of the Full Swing Technology and any related training, as well as any service, maintenance, or repairs to the Full Swing Technology required during the Term of the Agreement. Client agrees that all communications relating to the Full Swing Technology shall be directed to Full Swing.

Any disputes relating to the Full Swing Technology, excluding those relating to payment under this Agreement, shall be resolved between Client and Full Swing pursuant to the Full Swing Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively, "Claims"), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Full Swing Technology, or other Full Swing product(s), by Client or Client's customers.

Client's rights to use the Full Swing Technology and the Full Swing Agreement shall both expire upon the termination of this Agreement, and any use of the Full Swing Technology beyond the expiration of this Agreement shall require a new agreement between Client and Full Swing not involving GolfNow.

D. Toptracer Terms and Conditions.

Client acknowledges and agrees that the Toptracer technology, hardware, software, products, and services (collectively the "**Toptracer Technology**") are provided solely by a third-party, Topgolf USA, Inc. ("**Topgolf**"), and that Client's receipt of the Toptracer Technology under the applicable Agreement with GolfNow is contingent upon Client's execution of a separate and distinct contract between Client and Topgolf, to which GolfNow will not be a party (the "**Topgolf Agreement**"). Client's use of the Toptracer Technology, including any related hardware and/or software, will at all times be governed by the terms and conditions of the Topgolf Agreement. In the event Client fails to execute the Topgolf Agreement within seven (7) days of the execution of this Agreement, GolfNow shall have the option to terminate this Agreement.

Client's payment for the Toptracer Technology shall be the payment to GolfNow set forth in the applicable GolfNow Order Form. Client's payment obligations to GolfNow will begin immediately upon the effective date of this Agreement, regardless of when the Toptracer Technology is installed. For the avoidance of doubt, Client's payment to GolfNow for the Toptracer Technology shall be subject to the terms and conditions of the Agreement, and not the Topgolf Agreement. However, any breach of the payment terms contained in the Agreement shall also be considered a breach of the Topgolf Agreement.

GolfNow makes no representations or warranties with respect to the Toptracer Technology and disclaims any and all l iability relating to the Toptracer Technology or Client's use of the Toptracer Technology. Topgolf, and not GolfNow, will be responsible for the installation of the Toptracer Technology and any related training, as well as any service, maintenance, or repairs to the Toptracer Technology required during the Term of the Agreement. Client agrees that all communications relating to the Toptracer Technology shall be directed to Topgolf.
Any disputes relating to the Toptracer Technology, excluding those relating to payment under the Agreement, shall be resolved between Client and Topgolf pursuant to the Topgolf Agreement. Client agrees to indemnify, defend and hold GolfNow, its parents and affiliates, and their respective officers, directors, employees, successors and assigns harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorney's fees and costs of litigation) (collectively, "**Claims**"), including any and all Claims which may be asserted by third-parties, incurred as a result of or in connection with the installation, receipt, and/or use of the Toptracer Technology, or other Topgolf product(s), by Client or Client's customers.

Client's rights to use the Toptracer Technology and the Topgolf Agreement shall both expire upon the termination of the Agreement, and any use of the Toptracer Technology beyond the expiration of the Agreement shall require a new agreement between Client and Topgolf not involving GolfNow.

E. ClubBuy Terms and Conditions.

The following ClubBuy Terms and Conditions ("**ClubBuy Terms**") shall govern Client's participation in GolfNow's ClubBuy Group Participation Program during the Term of the Agreement and are expressly incorporated into and made a part of the applicable Agreement between GolfNow and Client.

1. ClubBuy Group Participation Program.

a. GolfNow has entered into group purchasing agreements with certain third-party vendors (the "**ClubBuy Vendors**") whereby the ClubBuy Vendors will grant select golf courses associated with GolfNow cost effective ways for such golf courses to make purchases of food, agronomy, and other products under the terms of separate agreements between such golf courses and the ClubBuy Vendors and/or the ClubBuy Vendors' third party partners (collectively referred to herein as the "**Group Purchasing Programs**" or"**GPP**").

b. If indicated on the applicable Order Form, GolfNow shall provide Client with access to the GPP, with such participation being at all times subject to these ClubBuy Terms and the terms of the Agreement.

c. Client acknowledges that participation in the GPP is conditioned upon the completion of certain letters of participation and/or membership applications (the "**Membership Application(s)**") designating the ClubBuy Vendors to act as Client's group purchasing agent(s) for certain products purchased through the GPP, and Client agrees all applicable Membership Applications must be completed prior to receiving access to the GPP.

2. Term and Termination.

a. Term. The term of Client's participation in the GPP shall be the Term set forth in Section 1 of the Standard Terms and Conditions and applicable Order Form.

b. Termination. In addition to the conditions for termination set forth in Section 1 of the Standard Terms and Conditions, Client's participation in the GPP shall automatically terminate on the date of the event of either: (i) the termination of the Membership Application with the applicable ClubBuy Vendors; or (ii) the termination of GolfNow's relationship with the applicable ClubBuy Vendors under the GPP; or (iii) Client's discontinued participation in the GPP for any reason, including any defaults under the Membership Application.

3. Client Obligations.

a. During the Term, Client shall continuously participate in the GPP. Client shall promptly complete all Membership Applications and other applicable paperwork as reasonably required from time to time by the ClubBuy Vendors and shall comply with all terms and conditions thereof. Client acknowledges and agrees that ongoing access to the GPP is contingent upon Client's timely and complete payment of all invoices, payments and amounts due under the GPP. Client agrees that GolfNow, in its sole and complete discretion, may withhold, or limit/restrict access to the GPP or other GolfNow products/services in the event Client fails to make timely payments in accordance with the specified payment terms of the ClubBuy Vendors or is otherwise delinquent in its participation in the GPP, until such time that the ClubBuy Vendors have certified to GolfNow that Client has become fully compliant with the terms of the GPP.

b. Purchase Minimum. If applicable, Client shall make the minimum purchases (net of returns, allowances, rebates, discounts and write-offs) set forth on the applicable Order Form through the GPP during each year of the Term (collectively the "**Purchase Minimum(s)**"). The Purchase Minimums shall apply for each and every year of the Term. Client agrees that the Purchase Minimum is a material element of the Agreement and agrees that GolfNow shall have no obligation to provide any consideration to Client if the Purchase Minimum is not met annually.

c. Penalties. Client acknowledges that GolfNow is providing Client with products and services in exchange for Client's participation in the GPP, and that if applicable, the Purchase Minimum(s) are a form of payment for those products and services. As such, in the event Client fails to meet the required Purchase Minimum(s) during a certain year of the Term, Client shall pay to GolfNow the penalties set forth on the applicable Order Form (the "**Penalties**").

Penalties will be calculated on the yearly anniversary of the Effective Date and Client shall pay any Penalties owed to GolfNow within thirty (30) days after the end of the Agreement year in which the Purchase Minimum(s) were not met.

For the avoidance of doubt, GolfNow reserves the right to terminate, limit, or restrict Client's access to the products and services provided to Client during any time in which the Purchase Minimum was not met and the Penalties have not been paid and Client's failure to pay any applicable Penalties shall constitute a Material Breach of the Agreement.

In the event the Agreement is terminated pursuant to Section 2(b) of these ClubBuy Terms and Client has failed to meet the Purchase Minimum(s) as of the date of termination, Client shall pay the Penalties to GolfNow based on the difference between the Purchase Minimums and Client's purchases through the GPP as of the date of termination. Such Penalties shall be paid by Client within thirty (30) days of the date of termination.

d. Client acknowledges that its legal rights and obligations with respect to the GPP are contained in the Membership Applications or other agreements that Client may enter into with the ClubBuy Vendors. Client acknowledges and agrees that GolfNow (i) is not a party to the Membership Applications and (ii) shall not be responsible for any obligations thereunder. Further, GolfNow shall not be involved with the administration of the GPP, including any purchases by Client through the ClubBuy Vendors, or any of the ClubBuy Vendors' vendors, and as such GolfNow shall have no liability with respect to such purchases. Client agrees that any dispute that arises under the Membership Applications will be resolved directly through and with the ClubBuy Vendors, without any obligation for GolfNow to resolve in any way; Client hereby releases GolfNow from any such claims. In turn, Client acknowledges and agrees that the ClubBuy Vendors (i) are not a party to this Agreement and (ii) shall not be responsible for any obligations hereunder. Client agrees that any dispute that arises under these ClubBuy Terms or the Agreement will be resolved directly with GolfNow, without any obligation for the ClubBuy Vendors to resolve in any way.

4. Limitation of Liability.

IN ADDITION TO THE LIMITATIONS SET FORTH IN SECTION 19 OF THE STANDARD TERMS AND CONDITIONS, CLIENT ACKNOWLEDGES AND AGREES THAT THE GROUP PURCHASING PROGRAM IS NOT ADMINISTERED BY GOLFNOW, AND AS SUCH, GOLFNOW IS SPECIFICALLY DISCLAIMING ANY AND ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF EITHER (I) CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM OR (II) CLIENT'S AGREEMENTS WITH THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE. CLIENT AGREES THAT GOLFNOW SHALL NOT BE LIABLE TO CLIENT FOR ANY SUCH CLAIMS OR DAMAGES. CLIENT AGREES TO SEEK RELIEF DIRECTLY FROM THE CLUBBUY VENDORS OR THE CLUBBUY VENDORS' CONTRACTED VENDORS, AS APPLICABLE FOR ANY AND ALL LIABILITIES OR DAMAGES RELATED TO CLIENT'S PARTICIPATION IN THE GROUP PURCHASING PROGRAM.

F. GolfNow Payments Merchant Services Agreement for Sub-Merchants.

In connection with the Agreement Client has entered into with GolfNow, LLC ("Provider"), WorldPay, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer(s)") may provide Client ("Sub-merchant") with certain payment processing services ("Acquirer Services") in accordance with the terms of this Sub-Merchant Agreement. For the avoidance of doubt, the Acquirer Services are not part of the services provided by Provider under the Agreement. The term "Service," as used in this Sub- Merchant Agreement, refers solely to the services provided by Provider under the Agreement.

In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to (i) enter into a direct relationship with an entity that is a member of the Associations and (ii) agree to comply with Operating Regulations (defined below) and Association rules as they pertain to applicable credit and debit card payments. By entering into this Sub-Merchant Agreement, Sub-merchant is fulfilling the Association rule of entering into a direct relationship with a Member of the Associations; however, Acquirers understand that Sub-merchant has contracted with Provider to obtain certain processing services.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities.

For the purposes of this Sub-Merchant Agreement, the following terms shall have the meanings set forth below:

"**Cardholder**" shall mean any person authorized to use a Card or the accounts established in connection with a Card.

"**Cards**" shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a Cardholder or other methods of payment accepted by Processor under this Sub-Merchant Agreement.

"**Issuer**" shall mean financial institution or other entity that issued the Card(s) to the Cardholders.

"**Other Network**" shall mean any network or card association other than VISA, MasterCard, or Discover in which Provider participates hereunder.

Sub-merchant agrees to participate, and to cause third parties acting as Sub-merchant's agent ("Agents"), to participate in the Associations in compliance with, and subject to, the by-laws, operating regulations and/or all other rules, policies and procedures of the Associations (collectively "Operating Regulations"). The Associations make excerpts of their Operating Regulations available online, including via: https://www.mastercard.us/en-us/business/overview/support/rules.html;https://usa.visa.com/support/consumer/visa-rules.html; https://www.americanexpress.com/merchantopguide; https://www.discoverglobalnetwork.com/content/dam/discover/en_us/dgn/pdfs/MIT-Implementation-Guide.pdf.

Each applicable Association's complete Operating Regulations are incorporated by reference into this Sub-Merchant Agreement and will control with respect to any conflict in terms between this Sub-Merchant Agreement and such Operating Regulation. Sub-merchant will not discriminate

against Cards or Issuers (e.g., limited acceptance options) except in full compliance with the Operating Regulations, and will comply with all Operating Regulations, applicable laws, and regulations related to its business operations, PCI-DSS obligations, the use of an Association's marks, and each transaction acquired hereunder. Sub-merchant expressly agrees that it will accept Cards and protect, utilize, or restrict transaction data, including the magnetic stripe and CVV2, in accordance with the terms of this Agreement, applicable law or regulation, and the Operating Regulations, and will cooperate with any audit requested by an Association until such audit is completed.

In addition to complying with each Association's obligations or prohibitions related to acceptance, disbursement, or resubmis sion of a transaction, Sub-merchant may not submit any illegal, fraudulent, or unauthorized transaction and shall only submit transactions for the sale of its own goods or services, and not any other person or company, and may not receive payment on behalf of or, unless authorized by law, redirect payments to any other party. Sub-merchant covenants that it is not a third-party beneficiary under any agreement with an Association, however, an Association may be a third-party beneficiary of this Agreement, and shall have the rights, but not any obligation, necessary to fully enforce the terms of this Agreement against the Sub-merchant.

Sub-merchant authorizes Provider to conduct checks of Sub-merchant's background, credit, or banking information, as necessary, and agrees that all information obtained under this Agreement may be shared with an Association. Sub-merchant acknowledges and agrees that it is responsible for its employees' actions, it will notify Provider of any 3rd party that will have access to cardholder data, and it will immedi ately report all instances of a data breach to Provider immediately after it reasonably identifies an incident.

Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without l imiting the foregoing, Sub-merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions:
(i) the minimum transaction amount does not differentiate between card issuers; (ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) Sub- merchant whose primary business is reflected by one of the following MCCs: 7992, 7997, 5812 –public golf course, private golf course or restaurant.; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions.

Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account nu mber, card expiration date, signature, or any other card account data in plain view when mailed, (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), (iii) request or use an account number for any purpose other than as payment for its goods or services, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, (vi) submit any transaction receipt for a transaction that was previously charged back to the acquirers and subsequently returned to Sub-merchant, irrespective of cardholder approval,
(vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, (viii) accept a card to collect or refinance an existing debit that has been deemed uncollectable by Sub-merchant, or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

In addition, Sub-merchant may not submit or knowingly permit any cardholder or other user of the Service to submit any transaction that is illegal or that Sub-merchant should have known is illegal, including but not limited to transactions involving pornography, money laundering, or financing terrorist activities. Sub-merchant agrees to comply with any and all instructions Provider gives Sub-merchant from time to time regarding payment processing provided hereunder. Sub-merchant agrees that Provider may investigate and audit Sub-merchant's compliance with this Sub-Merchant Agreement from time to time, and Sub-merchant agrees to cooperate fully with Provider in any investigation or audit. Sub-merchant acknowledges and agrees that this paragraph is a material obligation of this Sub-Merchant Agreement.

3. Rates and Settlement.

Provider's current rates for the Provider Services are as set forth on the applicable Order Form between GolfNow and Sub-merchant. Card Present and Card Not Present transactions are as defined/categorized by Provider. For the avoidance of doubt, Sub-merchant shall be fully and solely liable for any and all chargebacks, including any excessive chargebacks.

Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, Provider will provide funding instructions to Acquirer, and Acquirer will then fund Sub-merchant through Sub-merchant's designated demand deposit account ("Sub-merchant-Owned

Designated Account") and/or Provider through Provider's designated demand deposit account ("Provided Designated Account") as directed. As applicable, Acquirer will debit the Provider Designated Account and/or Sub-merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer or Provider reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant.

Provider, in its sole discretion, may change the following at any time for any reason upon providing Sub-Merchant with thirty (30) days written notice:

- The blended rate or any other rates charged for the Acquirer Services
- The frequency of settlement
- The chargeback fee
- The rates for any additional surcharges

4. Term and Termination.

Sub-merchant agrees to provide Provider with such information as Provider may request in order to confirm that Sub-merchant is eligible to use the Acquirer Services, and Sub-merchant agrees that all information Sub-merchant provides to Provider for that purpose will be accurate and complete. In addition, Sub-merchant will furnish to Provider from time to time, promptly upon Provider's request, (i) a list of the current addresses of all Sub-merchant's offices, (ii) a list of all assumed business names (d/b/a's) used by Sub-merchant, and (iii) a list of all products and services provided by Sub-merchant.

Sub-merchant acknowledges that even though Sub-merchant signs up for the payment processing feature of the Service, Sub-merchant is not guaranteed use of that feature of the Service. The payment processing feature will not be available to Sub-merchant unless and until Provider has confirmed that Sub-merchant is eligible to use the Acquirer Services and this Sub-Merchant has become binding on all parties, as set forth in the paragraph below. If that occurs, the services of Provider and Acquirer described herein will be part of the Service and will be provided to Sub-merchant subject to and in accordance with the Agreement; provided that, if there is any conflict between the terms of this Sub-Merchant Agreement and the Agreement, then to the extent such terms apply to payment processing, the terms of this Sub-Merchant Agreement shall control.

This Sub-Merchant Agreement shall be binding upon Sub-merchant's execution. The term of this Sub-Merchant Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirers and Provider, on the date Acquirers accept this Agreement by issuing a merchant identification number, and shall terminate when Provider's Agreement with Sub-merchant terminates.

Notwithstanding the foregoing, Acquirers may immediately cease providing Acquirer Services and/or terminate this Sub-Merchant Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirers when due, (ii) in Acquirers' opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations, or any applicable state, federal, or local laws, rules, and regulations ("Laws"), (iii) Acquirers believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer's agreement with Provider terminates, or (v) Acquirers or Providers are required to do so by any of the Associations.

Further, Provider may terminate this Sub-Merchant Agreement at any time, in Provider's sole discretion, without prior notice to Sub-merchant. If this Sub-Merchant Agreement is terminated by any party hereto, the provisions of section 3 above will continue to apply until Sub-merchant has paid all amounts owed to Acquirer and/or Provider in respect of the Acquirer Service provided by Provider prior to termination.

5. Indemnification and Limits of Liability.

Sub-merchant agrees to provide Acquirers, via a communication with Provider, with written notice, specifically detailing any alleged breach by Acquirer of this Sub-Merchant Agreement, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such failure or error. Acquirers shall bear no liability and have no obligations to correct any errors resulting from Sub- merchant's failure to comply with the duties and obligations of the preceding sentence.

Sub-merchant shall indemnify and hold harmless Acquirers, and their directors, officers, employees, affiliates, and agents from and against all proceedings, claims, demands, losses, liabilities, damages and expenses resulting from or otherwise arising out of (i) the Acquirer Services in this Sub-Merchant Agreement, (ii) Sub-merchant's or Sub-merchant's employees and agents acts or omissions in connection with the Acquirer Services provided pursuant to this Sub-Merchant Agreement, (iii) any infiltration, hack, breach, or violation of the processing system resulting from, arising out of, or in any way related to Sub-merchant's ability to use of the Acquirer Services provided herein including but not limited to Sub-merchant's use of an Agent or any other third party processor or system or (iv) any issue between Sub-merchant and Provider. This indemnification shall survive the termination of the Sub-Merchant Agreement. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirers arising out of or in any way related to the transactions contemplated herein shall be termination of this Sub-Merchant Agreement. In the event that Sub-merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Sub-Merchant Agreement, Sub-merchant shall proceed against Provider and not against Acquirers, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirers have any liability to Sub-merchant with respect to this Sub-Merchant Agreement or the Acquirer Services. Sub-merchant acknowledges Acquirers are only providing this Sub-Merchant Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirers are not liable for any action or failure to act by Provider, and that Acquirers shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider.

6. Special MasterCard Terms.

As used in this Section 7: (i) "Corporation" means MasterCard International Incorporated, Maestro International Inc., and their subsidiaries and affiliates; (ii) "Interchange System" means the computer hardware and software operated by and on behalf of the Corporation for the routing, processing, and settlement of transactions; (iii) "Marks" means the names, logos, trade names, logotypes, trademarks, service marks, trade

designations, and other designations, symbols, and marks that the Corporation owns, manages, licenses, or otherwise controls and makes available for use by authorized entities in accordance with the Standards, and "Mark" means any one of the Marks; and (iv) "Standards" means the Amended and Restated Certificate of Incorporation and the bylaws, operating rules, regulations, policies, and procedures of the Corporation, including but not limited to any manuals, guides or bulletins, as may be amended from time to time.

Sub-merchant acknowledges and agrees: (i) Sub-merchant will comply at all times with all applicable Standards, as amended from time to time; (ii) the Corporation is the sole and exclusive owner of the Marks, and Sub-merchant will not contest the ownership of the Marks for any reason; (iii) the Corporation may at any time, immediately and without advance notice, prohibit the Sub-merchant from using any of the Marks for any reason; and (iv) the Corporation has the right to enforce any provision of the Standards and to prohibit the Sub-merchant and/or Provider from engaging in any conduct the Corporation deems could injure or could create a risk of injury to the Corporation, including injury to reputation, or that could adversely affect the integrity of the Interchange System, the Corporation's "confidential information" (as defined in the Standards), or both; and Sub-merchant will not take any action that could interfere with or prevent the exercise of this right by the Corporation.

Sub-merchant agrees that Provider may require any changes to Sub-merchant's website or otherwise that Provider deems necessary or appropriate to ensure that Sub-merchant remains in compliance with the Standards governing the use of the Marks.

In addition to the termination provisions set forth in Section 4, this Sub-Merchant Agreement will automatically and immediately terminate if the Corporation de-registers Provider or if an Acquirer ceases to be approved by the Corporation for any reason or if such Acquirer fails to have a valid license with the Corporation to use any Mark accepted by Sub-merchant. Further, Provider, at its discretion or at the direction of an Acquirer or the Corporation, may terminate the Sub-Merchant Agreement immediately for activity deemed to be fraudulent or otherwise wrongful by Provider, an Acquirer, or the Corporation.

In the event of any conflict or inconsistency between any provision of this Sub-Merchant Agreement and the Standards, the Standards will govern as to any transaction involving the Corporation or its cards.

7. Miscellaneous.

This Sub-Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Ohio for Acquirer and its Member Bank, and Florida for Provider, without regard to conflicts of law provisions. This Sub-Merchant Agreement may not be assigned by Sub-merchant without the prior written consent of both Acquirers and Provider. This Sub-Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Acquirers and/or Provider may amend this Sub-Merchant Agreement upon notice to Sub-merchant. If any provision of this Sub-Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Sub-Merchant Agreement will be construed as if such provision is not contained in the Sub-Merchant Agreement. "Member Bank" as used in this Sub-Merchant Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Sub-Merchant Agreement. As of the commencement of this Sub-Merchant Agreement, Member Banks shall be Fifth Third Bank, an Ohio Banking Corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Banks are party to this Sub-Merchant Agreement. The Member Banks may be changed, and their rights and obligations assigned to another party by Acquirers at any time without notice to Sub-merchant.

G. Clubhouse Bulletin Terms and Conditions.

The following Clubhouse Bulletin Terms and Conditions ("Clubhouse Bulletin Terms") shall govern Client's purchase and use of GolfNow's Clubhouse Bulletin service during the Term of the Agreement and are expressly incorporated into the applicable Agreement between GolfNow and Client. These Clubhouse Bulletin Terms will not change or replace the Standard Terms and Conditions or any other terms of the Agreement unless expressly stated otherwise. Any capitalized terms not defined in these Clubhouse Bulletin Terms shall have the same meaning as otherwise set forth in the Agreement and in the event of an express conflict between these Clubhouse Bulletin Terms and the Agreement, the Clubhouse Bulletin Terms shall control.

1. **Clubhouse Bulletin Services.** During the Term, GolfNow shall produce and provide to Client GolfNow's Clubhouse Bulletin video product ("Clubhouse Bulletin Video(s)") in the frequency and manner set forth on the applicable Order Form (the "Clubhouse Bulletin Services").

2. **Production; Approval.**

   (a) All Clubhouse Bulletin Videos shall be produced by GolfNow or its designated agent at high-quality industry standards.

   (b) The content of each Clubhouse Bulletin Video shall be mutually agreed upon by the Parties, however the Clubhouse Bulletin Video (including any b-roll) will be edited at the discretion of GolfNow. The format of all Clubhouse Bulletin Videos shall be at the discretion of GolfNow.

   (c) To the extent any Clubhouse Bulletin Video will feature GolfNow's talent, such talent shall be chosen at the discretion of GolfNow.

   (d) Approval rights: GolfNow shall submit to each Clubhouse Bulletin Video to Client for approval, provided such approval right shall be subject to the following: (i) Client must be available as reasonably required by GolfNow for the exercise of such approval right; (ii) such right being exercised in a reasonable manner, so as not to frustrate the full and timely development, production, and/or exploitation of the content; (iii) in the event of a disagreement, GolfNow shall not be obligated to incur any additional non-de minimis costs with respect to the approval right unless due to disagreement arising from a breach of these Clubhouse Bulletin Terms by GolfNow or a failure by GolfNow to fulfill any of its obligations herein; and (iv) in the event of a disagreement over the content of a Clubhouse Bulletin Video, GolfNow's determination shall be final.

   (e) Filming Limits (if applicable): In the event GolfNow will be filming on-site at Client's Golf Course(s) (if indicated on the Order Form), such filming will be limited to a maximum of twelve (12) hours per day, unless expressly agreed upon otherwise by GolfNow. For the avoidance

of doubt, if filming does not last 12 hours in any given day, unused filming time may not be carried over to the next day (i.e., if filming on Day One only lasts 10 hours, those two (2) unused hours may not be carried over to make Day Two a 14 hour filming day).

3. Rights; Restrictions. Client will have the following rights and restrictions with respect to all Clubhouse Bulletin Videos:

(a) Client may only use Clubhouse Bulletin Videos for the limited purposes of delivering to Client's members via email, uploading directly to Client's websites and/or social media channels, or Client's internal business purposes.

(b) Client shall not edit or alter any Clubhouse Bulletin Video footage for any purpose (e.g., to insert commercials or advertisements).

(c) Client's term of use for the Video shall be limited to the Term of the Agreement. Upon expiration of the Term, Client must immediately take down or remove all exhibitions of the Clubhouse Bulletin Videos. If GolfNow requests that Client cease exhibition of a Clubhouse Bulletin Video prior to expiration of the Term, Client shall cease exhibition immediately upon receiving notice from GolfNow.

4. Intellectual Property.

(a) Client grants to GolfNow a limited, non-exclusive, royalty-free license to use any service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, or indicia as provided by Client ("Client Marks") to GolfNow for the purpose of exercising its rights or carrying out its obligations with respect to the Clubhouse Bulletin Services, including but not limited to for GolfNow's production and exhibition of the Clubhouse Bulletin Videos. GolfNow will not acquire any proprietary or other right, title or interest in or to the Client Marks, or any goodwill associated with the Client Marks, except the right to use the Client Marks as provided hereunder. Client represents and warrants that it is the owner of the Client Marks and otherwise possesses all rights to utilize the Client Marks without approval of any third party, and otherwise has the ability to perform its obligations hereunder.

(b) Client acknowledges that, as between the Parties, GolfNow shall own the copyright and all other rights to all content captured by GolfNow through its production of the Clubhouse Bulletin Videos, and may in its discretion distribute and exhibit any Clubhouse Bulletin Video in whole or substantial portions thereof at any time during or after the Term throughout the world in all forms of media, now know or hereafter created, in perpetuity. Notwithstanding the above, Client shall have the right to exhibit any Clubhouse Bulletin Video provided under this Agreement, or portions thereof, for the limited purposes set forth in these Clubhouse Bulletin Terms. Any other exhibitions of the Clubhouse Bulletin Video by Client require the prior written approval of GolfNow. Client shall be responsible for obtaining all necessary third-party permissions including right of publicity, public performance music rights, and paying any related fees in connection with such rights prior to its exhibition of any Clubhouse Bulletin Video. With the exception of the allowed uses of the Clubhouse Bulletin Videos outlined herein, Client may not use GolfNow's trademarks (registered and unregistered marks and logos) without GolfNow's express prior written permission.

(c) To the extent Client provides any content owned, licensed, or produced by Client ("Client Content") for use in any Clubhouse Bulletin Video, Client hereby grants to GolfNow the perpetual, fully sub-licensable, royalty-free, worldwide right and license to use, exhibit, display, duplicate, transmit, perform or otherwise exploit such Client Content as it appears in the applicable Clubhouse Bulletin Video or any related programming or derivative works thereof, in all languages, on a live, delayed and/or replay basis, via any and all forms of media distribution now contemplated or hereinafter developed.

AGENDA MEMORANDUM

Meeting Date: December 8, 2025

To: The Honorable Mayor and City Council

Via: JC Jimenez, City Manager

From: Juan Pena, Public Works Director

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

Recommendation:
It is recommended that the City Council adopt the attached Resolution designating Public Works Employees as First Responders

Discussion/Analysis:
A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DESIGNATING PUBLIC WORKS EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION; AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) and Homeland Security Presidential Directive 5 (HSPD-5) in which a Public Works response to emergencies and disasters was recognized as an absolute necessity, and the Federal government

was directed to include Public Works in all phases of emergency management. Public works agencies are responsible for the protection and preservation of life, property and the environment, playing a vital role in disaster prevention, preparedness, mitigation, response, and recovery.

Public Works employees have a pivotal role during emergencies, such as natural disasters, severe weather events, and infrastructure failures. When these emergencies occur, Public Works employees act as First Responders by deploying to clear roadways for public safety responses, handle hazards on the right-of-way, and help to restore the community to a sense of normalcy. The efforts of Public Works First Responders represent the essential function of protecting our citizens and communities that no other agency provides.

Public Works Employees undergo training programs specific to first responder roles, including emergency management, basic medical response and incident command systems. They provide valuable input during the planning process, supply critical services during response and recovery operations, and help to reduce the risk of future losses by serving as the community's champion for mitigation projects.

The Public Works Department ("Department") in the City of Miami Springs ("City") is the lead agency for emergency events. The Department is an integral part of the City's emergency planning efforts, coordinating with various City vendors ensuring a quick response and recovery, evaluating available resources, identifying roles and responsibilities, and considering communication needs. Public Works collaborates with emergency management teams to develop and update response plans including outlining procedures for quickly repairing and restoring essential services and infrastructure following a disaster.

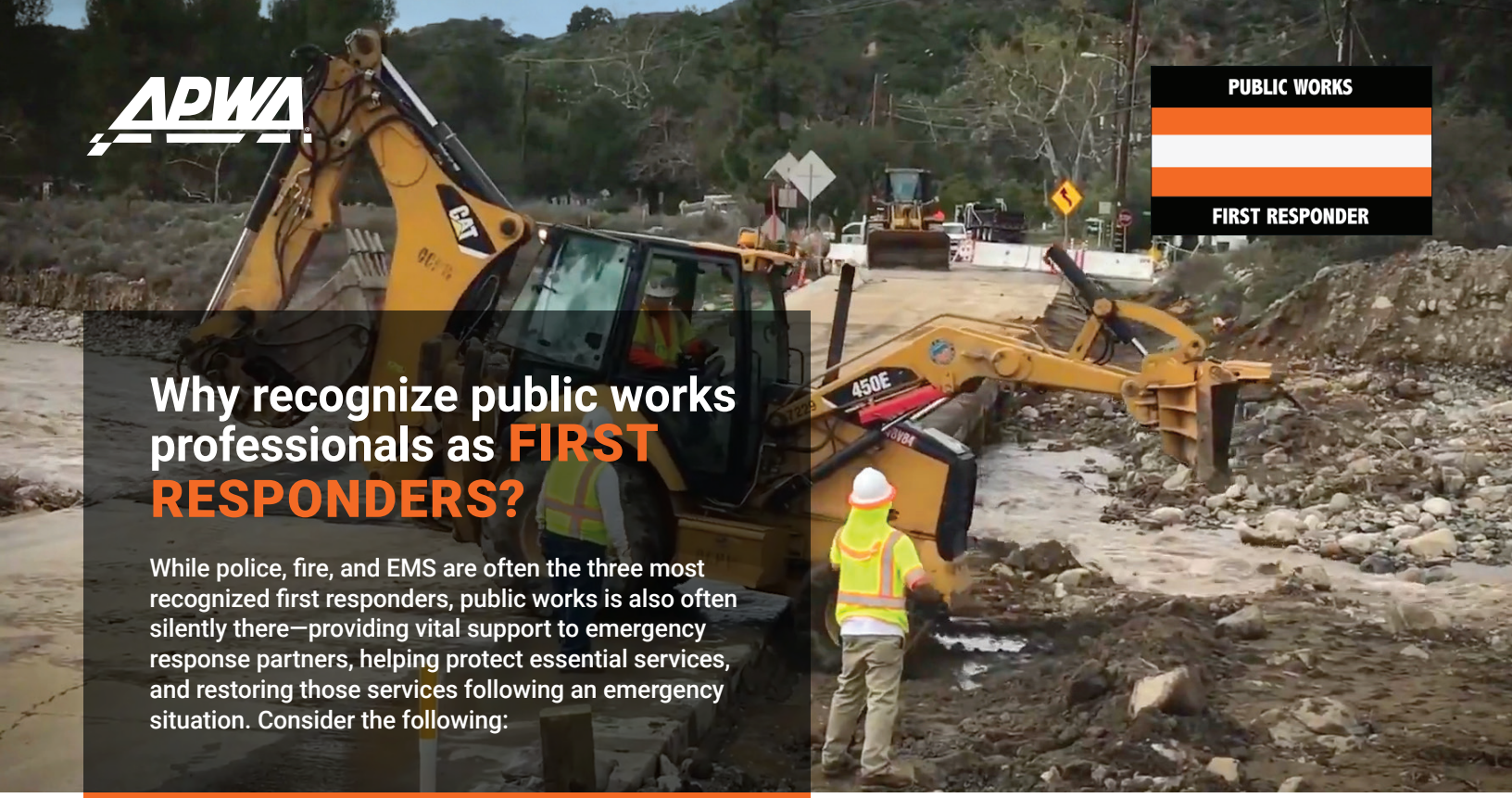
The American Public Works Association ("APWA") established a First Responders Task Force as strategic initiative to be the voice of Public Works. While Police, Fire and EMS are often the three most recognized first responders, Public Works teams often silently provide vital support to emergency response partners, helping protect essential services, and restoring those services following an emergency.

Public works teams are one of the first to respond on a scene when a disaster strikes. During response efforts, public works professionals perform essential services like clearing roadways, assessing damage, removing debris, restoring utilities, and managing emergency traffic. Public Works play a predominant role during the recovery period by continuing damage assessment, cleanup, and restoration of services. Before, during, and after an emergency, Public Works teams are the lifeline for the community.

ASSOCIATED DOCUMENTS

- APWA-Why recognize public works professionals as first responders?

Funding:



Why recognize public works professionals as FIRST RESPONDERS?

While police, fire, and EMS are often the three most recognized first responders, public works is also often silently there—providing vital support to emergency response partners, helping protect essential services, and restoring those services following an emergency situation. Consider the following:

- In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) officially recognizing public works as first responders.
- In 2010, Mississippi, under House Bill (HB) 664, recognized public works professionals as first responders.
- In 2019, the US Senate passed Senate Concurrent Resolution 15 (S.Con.Res.15), "Expressing support for the designation of October 28, 2019, as Honoring the Nation's First Responders Day." Public works is specifically included.
- In 2022 New Hampshire Governor Chris Sununu signed into law SB325, formally recognizing public works employees as first responders.
- In 2022, New Hampshire passed HB 536, "An Act relative to death benefits for public works employees killed in the line of duty, and relative to workers' compensation offsets for certain retirement system benefits."
- Public works is often considered "the silent arm of public safety" … usually without fanfare. Public works professionals are often the first on scene and the last to leave the scenes of disasters—no matter the peril.
- The National Incident Management System (NIMS) lists public works alongside police, fire, and public health in its documentation: National Incident Management System, 3rd Edition (fema.gov).

What can I do?

- Establish a public works awareness committee.
- Arrange networking sessions with fellow public works professionals to share your ideas, experiences, and your public works awareness success stories.
- Put together a short presentation/video to share with your elected officials at the local, county, state, and federal levels highlighting the vital role public works professionals have as first responders.
- Reach out to APWA's Government Affairs staff and refer to the APWA website for the latest information.
- When discussing public works as first responders, remember to use the APWA theme, "Ready and Resilient."
- Remind your organizations and those you serve, whether it is clearing debris after a major storm, clearing the roads during winter weather conditions, setting up protective barriers, or any other critical essential function, that ***public works is always there*** to ensure government operations return to normal as quickly as possible. *"Public works is the silent arm of public safety!"*

Please don't hesitate to reach out to APWA Government Affairs Manager, Marty Williams by phone (202) 218-6732 or email mwilliams@apwa.net, or APWA's Marketing Department by phone at (816) 595-5257 or email jshilhanek@apwa.net, should you have any questions or need assistance raising awareness of public works as first responders.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, DESIGNATING PUBLIC WORKS EMPLOYEES AS FIRST RESPONDERS AS FEDERALLY MANDATED; AUTHORIZING THE USE OF THE PUBLIC WORKS RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) and Homeland Security Presidential Directive 5 (HSPD-5), officially recognizing public works as first responders; and

WHEREAS, Public Works agencies play an essential role in disaster prevention, preparedness, mitigation, response, and recovery; and

WHEREAS, during emergency situations such as severe weather events, natural disasters, and infrastructure failures, Public Works employees are among the first to respond, providing essential services such as debris removal, utility repair, and ensuring accessibility to vital areas; and

WHEREAS, Public Works employees undergo training programs specific to first responder roles such as emergency management, basic medical response and incident command systems; and

WHEREAS, the City of Miami Springs ("City") Public Works Department is the lead agency for emergency events in the City and spearheads the coordination of emergency planning, response and recovery activities; and

WHEREAS, on May 7, 2018, the American Public Works Association ("APWA") announced its adoption of a national "Public Works First Responder" symbol to be used throughout North America to identify public works personnel and acknowledge their federally mandated role as first responders; and

WHEREAS, the City Council would like to designate the City's Public Works Department employees as first responders, as federally mandated, and authorizes the City Public Works Department to use the Public Works First Responder symbol, as adopted by the APWA, to ensure the symbol is displayed wherever appropriate and raise

awareness about the crucial role Public Works plays in emergency management efforts; and

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

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

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

Section 2. Designation. The City Council hereby designates the City's Public Works Department employees as First Responders, as federally mandated.

Section 3. Authorization. The City Council hereby authorizes the City Public Works Department to use the Public Works First Responder Symbol, as adopted by the APWA.

Section 4. Implementation. The City Council hereby authorizes the City Manager to take any and all actions necessary to implement the purposes of this resolution.

Section 5. 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 Walter Fajet	_____
Vice Mayor Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Jorge Santin	_____
Councilmember Orlando Lamas	_____

PASSED AND ADOPTED this _____ day of _____, 2025.

_____
MAYOR WALTER FAJET

ATTEST:

_____
ERIKA GONZALEZ, MMC
CITY CLERK

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

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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") has historically used the Miami-Dade County ("County") Solid Waste Management System (the "System") for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate and transfer fee rate as applicable; and

WHEREAS, on July 30, 2015, the City and the County entered into an interlocal agreement for use of the System, which interlocal agreement expired on October 1, 2025, and continues on a month-to-month basis; and

WHEREAS, on November 18, 2025, the Board of County Commissioners adopted Resolution No. R-1125-25 approving and authorizing the County Mayor or the County Mayor's designee to execute a Third Amended and Restated Interlocal Agreement with any municipality that uses the System (the "Third Amended ILA"); and

WHEREAS, the City Council desires to approve the Third Amended ILA and authorize the City Manager to execute the Third Amended ILA in substantially the form attached hereto as Exhibit "A"; and

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

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

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

Section 2. Approval. That the City Council approves the Third Amended ILA attached hereto as Exhibit "A."

Section 3. **Authorization.** That the City Council authorizes the City Manager to execute the Third Amended ILA with the County in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the City Manager and City Attorney are authorized to take such further action as may be necessary to implement the purpose and provisions of the Third Amended ILA and this Resolution.

Section 5. **Effective Date.** That this Resolution shall become effective immediately upon its 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 Joseph Dion	_____
Councilmember Fabian Perez-Crespo	_____
Councilmember Orlando Lamas	_____
Councilmember Jorge Santin	_____

PASSED AND ADOPTED this ___ day of _____, 2025.

_____
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

THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND CONTRACT CITIES FOR USE OF THE COUNTY SOLID WASTE MANAGEMENT SYSTEM

This Interlocal Agreement ("**Agreement**") is made and entered into this _____ day of _____, 202_, by and between Miami-Dade County by and through its Board of County Commissioners ("**County**") and the _____ by and through its governing body ("**Contract City**"), to provide for use of the County Solid Waste Management System ("System"), by the **Contract City** for its residential municipal solid waste disposal and transfer needs.

BACKGROUND RECITALS

Whereas, the Miami-Dade County Board of County Commissioners (the "**Board**"), hereby finds and declares that it is necessary to the health, safety and welfare of the citizens of Miami-Dade County to provide for municipal solid waste disposal and management facilities and services; and

Whereas, the **County** desires to maximize the use of its System, extend the life of its landfills, and work towards becoming a zero-waste county; and

Whereas, the **Contract City** desires to use the County Solid Waste Management System for its municipal solid waste disposal needs (and transfer needs, as applicable), at an agreed-upon disposal fee rate (and transfer fee rate as applicable); and

Whereas, the **Contract City** desires to use the County Solid Waste Management System to satisfy concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to disposal capacity for municipal solid waste the **Contract City** collects for disposal and which is committed to the **County** for disposal in the County Solid Waste Management System in accordance with this **Agreement,** and actually disposed of therein; and

Whereas, the **County** and the **Contract City** desired to formalize their relationship regarding municipal solid waste disposal responsibilities consistent with the provisions of Section 403.706, Florida Statutes; and

Whereas, the **Contract City** and the **County** previously entered into an interlocal agreement for use of the System, that remains in effect to date ("**Original Agreement**"); and

Whereas, the Contract City and the County desire to amend and restate their obligations and rights with respect to the use of the System and therefore intend this Agreement to supersede the Original Agreement, and the Original Agreement will have no effect following the effective date of this Agreement; and

County Resolution No. R-
Contract City Resolution No.

Whereas, the amended agreement as stated herein shall be available to all municipalities.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

The recital clauses are approved by the Contract City and the County and are incorporated herein by reference.

DEFINITIONS

For the purposes of this **Agreement,** the following capitalized words and phrases shall be given the following respective meanings:

Board - the Miami-Dade County Board of County Commissioners.

Change in Law - after the date of execution of this **Agreement**, (a) the adoption, promulgation, issuance, modification, or change in interpretation of any federal, state or local law, regulation, rule, requirement, ruling or ordinance, of the United States or any state or territory thereof, unless (i) such law, regulation, rule, requirement, ruling or ordinance was on or prior to such date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any governmental entity or official having jurisdiction, (provided, that it shall not constitute a Change in Law if an administrative regulation existed on the date of execution of this **Agreement** in temporary or proposed form and was treated as generally applicable to transactions of the type contemplated hereby), or (ii) compliance with such law, regulation, rule requirement, ruling or ordinance was provided for in the **Agreement**; (b) the issuance of an order and/or judgment of any governmental entity or official having jurisdiction, to the extent such order and/or judgment constitutes a reversal of a prior applicable order and/or judgment, or an overturning of prior administrative policy or judicial precedent; or (c) the suspension, termination, interruption or failure of renewal of any permit, license, consent, authorization or approval essential to the acquisition, design, construction, equipping, start-up, operation, ownership or possession of the County Solid Waste Management System facilities or the facilities sites, to the extent such suspension, termination, interruption or failure of renewal is not caused by any action or inaction of the **County** or its contractors (provided that, for the purposes of determining whether a suspension, termination, interruption or failure of renewal was so caused, any reason or finding set forth in writing by the agency responsible for issuance of such permit, license, consent, authorization or approval shall be accorded the rebuttal presumption of accuracy), provided that no change in tax law, change to the Internal Revenue Code of 1954 effected by the Tax Reform Act of 1986 (to the extent applicable on the date of this **Agreement**), change in foreign law, change in law which adversely affects the **County's** legal rights as a licensee, grantee, owner, or user of any patent or other "know-how" in respect of proprietary technology intended to be utilized by it in

performing its obligations under this **Agreement** shall constitute a change in law for any purposes of this **Agreement**.

Concurrency - provision of certain public facilities specified in the State of Florida Local Government Comprehensive Planning and Land Development Regulation Act ("the Act") (specifically, Chapter 163, Part II, Section 163.3180 Florida Statutes) by (a) county (ies), or (a) municipality(ies) or a combination thereof, at a specified level-of-service stated in the Capital Improvements Element of the comprehensive plan for the applicable jurisdiction(s), adopted pursuant to the Act.

Contract Cities – a municipal corporation or corporations existing under the laws of the State of Florida, that enter into this **Agreement** with the **County**. For the purpose of this **Agreement,** the unincorporated areas of Miami-Dade County as geographically configured on February 16, 1996, shall be considered a **Contract City**.

Contract Rate – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has entered into an agreement with the County of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

County – Miami-Dade County, Florida by and through its Board of County Commissioners.

County Disposal Fee - the fee charged to dispose of municipal solid waste or solid waste at County-owned disposal facilities or facilities operated under contract with the **County** for municipal solid waste or solid waste disposal.

County Solid Waste Management System ("**System**") - The aggregate of those solid waste management facilities owned by or operated under contract with Miami-Dade County which shall include the North Dade Landfill (21500 NW 47th Avenue); South Dade Landfill (23707 SW 97th Avenue); Waste Management's Medley Landfill, Medley, Florida (9350 NW 89th Avenue);; Northeast Transfer Station (18701 NE 6th Avenue); Central Transfer Station (1150 NW 20th Street); West Transfer Station (2900 SW 72nd Avenue);and other such facilities as may be added to or deleted from this listing from time to time, by the County Mayor or his/her designee at his/her sole discretion. Such additions or deletions may be made by use of an attachment hereto without need for formal amendment to this Agreement.

Director - the Director of the Solid Waste Management Department or his/her designee.

Disposal Fee - the fee charged to dispose of municipal solid waste or solid at **County Solid Waste Management System** disposal facilities.

Exclusive Franchise or License - (a) contract(s) between a **Contract City** and a (limited number of) third party contractor(s) for the right and privilege to collect municipal solid waste

or solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, within (a) designated service area(s) under the terms of which the contractor(s) pay(s) the **Contract City** a fee.

Fiscal Year - the period beginning October 1st of each year and ending September 30th of the subsequent year.

Force Majeure - an act of God, epidemic, lightning, earthquake, fire, explosion, storm, tornado, hurricane, flood or similar occurrence, strike, and act of a public enemy, or blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, which has had or may reasonably be expected to have a material adverse effect on the rights or obligations under this **Agreement**, which by the exercise of due diligence the party relying thereon as justification for not performing any obligation under this **Agreement** shall not have been able to avoid, and which is not the result of a willful or negligent action or omission of such party.

Municipal Solid Waste ("**MSW**") – all discarded materials or substances, exclusive of source-separated recyclable materials, which the **Contract City** collects for disposal or is collected for it by third parties under contract with the **Contract City** for disposal including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form. This definition is not intended to include any waste collected by any entity whose sole relationship with the Contract City is a franchise or license and which entity does not collect any waste on behalf of the Contract City. In addition, this definition is not intended to include waste collected at any city owned facility.

Non-Contract Disposal – fee(s) for use of the County Solid Waste Management System by any person, governmental entity, corporation or partnership that has not entered into an agreement with the **County** of ten (10) years or greater in duration for such System use, as per Implementing Order No. IO 4-68(Schedule of all Service Levels and Fees for Miami-Dade County Solid Waste Services).

Non-Contract Disposal Fee (per ton) - the higher fee(s) paid by private haulers or municipalities for Non-Contract Disposal of solid waste in the County Solid Waste Management System.

Non-Exclusive Franchise or License - a regulatory program under which an unlimited number of solid waste haulers are given the right and privilege to collect solid waste from either residential units or commercial establishments, or both residential units and commercial establishments, under the terms of which each hauler pays the **Contract City** a fee.

Solid Waste – all discarded materials or substances, exclusive of source-separated recyclable materials, including, but not limited to, garbage, trash, litter, refuse, rubbish, ashes, incinerator residue, recycling process residue, or other materials allowed by the State Department of Environmental Protection for disposal in a Class I landfill which result from domestic, commercial, industrial, mining, agricultural or governmental activities, but not including sewage or other highly-diluted, water-carried materials or substances, or those in gaseous form, which materials or substances are not collected by or on behalf of a **Contract City**.

Source-Separated Recyclable Materials - materials separated from municipal solid waste or solid waste at their source of generation which are set-out for collection at their source of generation. Such materials shall be limited to: clean yard trash, aseptic and gable-top containers, corrugated cardboard, construction and demolition debris, electronic waste, magazines, mixed waste paper, newspapers, telephone books, textile waste, household batteries, glass containers, plastic containers, steel cans and aluminum cans, and other source-separated recyclable materials as may be approved for addition to this listing from time to time by the County Mayor or his/her designee, which approval shall not be unreasonably withheld; such additions may be made by use of an attachment hereto without need for formal amendment to this **Agreement.**

Transfer Fee - the fee charged to transfer municipal solid waste or solid waste from County Solid Waste Management System transfer stations to County Solid Waste Management System disposal facilities.

ARTICLE 1
CONSTRUCTION OF INTERLOCAL AGREEMENT

The word "shall" as used in this **Agreement** shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
RESPONSIBILITIES OF THE COUNTY

A. **Provision of Disposal Capacity.** The **County** shall provide MSW disposal capacity (and transfer, as applicable) for the MSW which each **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**. The provision of MSW disposal services under this **Agreement** shall comply with all applicable state and federal laws.

B. **Disposal Capacity for Concurrency.** The **County** shall maintain sufficient **MSW** disposal capacity to comply with Concurrency requirements of the Local Government Comprehensive Planning and Land Development Regulation Act (Chapter 163, Part II, Florida Statutes) only as it applies to **MSW** disposal capacity for the **MSW** which the **Contract City** collects or is collected for it for disposal and which is committed to the **County** for disposal in the **County Solid Waste Management System** in accordance with this **Agreement**, and actually disposed of therein.

C. **Standardization of Agreement.** The terms of this **Agreement** shall be substantially the same for all Contract Cities.

ARTICLE 3
RESPONSIBILITIES OF THE CONTRACT CITY

A. **Delivery of MSW to County. The Contract City** shall deliver all the MSW it collects or is collected for the City for disposal, to a County Solid Waste Management System facility(ies) at Disposal Fee rates as specified herein. Delivery of MSW by **Contract City** to the Waste Management Inc. of Florida landfill in Medley, Florida ("Medley") shall be permitted, at **Contract Rates**, for the term of this agreement; provided that, (1) the **County's** agreement with Waste Management Inc. of Florida, dated September 4, 2024 (or date executed), is in effect, (2) the Medley landfill is accepting **MSW** for disposal, and (3) **MSW** from (a) **Contract City(ies)** is not needed at the **System**, as determined by the **Director**, in his/her sole discretion.

The Director may identify particular facilities to which the **Contract City** shall deliver its **MSW** subject to the following:

(i) The **Contract City** may deliver its **MSW** to a **County** transfer facility(ies) if the applicable transfer fee is paid to the **County**.

(ii) At no time during the term of this **Agreement** shall a **Contract City** be required to deliver **MSW** to a **County** transfer facility unless the **Transfer Fee** is waived during the period of such **County** requirement of delivery to a transfer station.

(iii) The **Contract City** shall not be directed to deliver its MSW to a disposal facility which is farther from the **Contract City's** boundaries than the closest **County**-owned disposal facility.

(iv) The **Contract City** shall not be directed to deliver its MSW to a transfer facility which is farther from the **Contract City's** boundaries than the closest county-owned transfer facility. In no case shall the **Contract City** be required to deliver its MSW to a County Solid Waste Management System facility which is farther than twenty (20) miles from the **Contract City**'s nearest boundary in order to take full advantage of it rights under this **Agreement.**

B. **Use of Other Facilities Prohibited.** The **Contract City** shall not deliver any **MSW** it collects or is collected for the **Contract City** for disposal to a solid waste disposal or transfer facility other than a **County Solid Waste Management System** facility for the term of this **Agreement**. The **Contract City** shall not deliver any residential MSW it collects or is collected for the **Contract City**, to a materials recovery or recycling facility for the term of this **Agreement**.

Notwithstanding the foregoing**,** in the event that the **County** approves an operating permit for a solid waste disposal or transfer facility located within Miami-Dade County:

Other than:

(i) A facility that is a part of the **County Solid Waste Management System**; or

(ii) A facility that is used exclusively to facilitate the delivery of **MSW** to **County Solid Waste Management System** facilities; or

(iii) A facility that is subject to a solid waste disposal agreement with the **County**, which agreement shall not allow acceptance of third-party waste either by agreement or regulation; or

Then in that case:

the **Contract City** shall have the option to either pursue a permit for operation of a solid waste disposal or transfer facility for all or a portion of its **MSW** disposal needs or deliver all or a portion of its **MSW** to the permitted solid waste disposal or transfer facility(ies) that meets the criteria established herein, provided however that any portion of the **Contract City's MSW** that is not so disposed must continue to be delivered to the **County** pursuant to the terms of this **Agreement**.

C. **Hauler Contracts.** The **Contract City** shall include in any **MSW** collection contracts with **Solid Waste** haulers, or amendments to such contracts, which it executes, renews or extends after the date of this **Agreement,** a provision that all **MSW** collected for the **Contract City** shall be delivered to a **County Solid Waste Management System** facility for disposal. This provision shall apply to exclusive franchise or license agreements with **Solid Waste** haulers to collect **MSW** on the **Contract City's** behalf. This provision shall not apply to a non-exclusive franchise or license to haul **Solid Waste** that is not collected on the **Contract City's** behalf.

D. **Disposal and Transfer Fees.** The **Contract City** shall pay a **Disposal Fee** (and a **Transfer Fee**, as applicable) for each ton of **MSW** delivered to the **County Solid Waste Management System** for disposal. As of October 1, 2025, the **Contract City** shall pay a **Disposal Fee** of seventy-six dollars and twelve cents ($76.12) per ton to the **County** for disposal of **MSW** delivered to **County Solid Waste Management System** facilities. This **Disposal Fee** shall be established by separate administrative/implementing order, and effective upon **Board** approval. As applicable, as of October 1, 2025, the **Contract City** shall pay a **Transfer Fee** of sixteen dollars and sixty-six cents ($16.66) per ton to the **County** for transfer of **MSW** delivered to **County Solid Waste Management System** transfer facilities. This **Transfer Fee** shall be established by separate administrative/implementing order, and

effective upon Board approval. The **Disposal Fee** and **Transfer Fee** may be increased or decreased for inflation or deflation beginning on October 1, of each Fiscal Year ("**Fiscal Year**" or "**FY**"), relative to increases or decreases in the U.S. Government Consumer Price Index for All Urban Consumers for the Southeast Region of the United States ("CPI") for the prior period of July 1st through June 30th. Such CPI increases or decreases shall be capped at four percent (4%) per year for the term of this **Agreement.** In the event that the actual CPI increase exceeds the four percent (4%) cap in a given **Fiscal Year**, the amount of CPI increase above the four percent (4%) cap shall be applied to CPI increases or decreases in future years when the CPI increase or decrease is less than four percent (4%). The **Disposal Fee** and **Transfer Fee** shall not otherwise increase, unless as required by **Change in Law**, as defined herein, which may occur at any time during the term of this **Agreement.** The **County** shall notify the **Contract City** of proposed **Disposal Fee** and **Transfer Fee** adjustments on the basis of a change in law. The **Disposal Fee** or **Transfer Fee** increase based on **Change in Law** shall fully compensate the **County** for its increased costs. Each **Contract City** shall pay prevailing disposal fees for waste materials for which the **County** charges other than the **Disposal Fee** for the entire term of this **Agreement,** including, without limitation, tires and asbestos, if provided to the **County** for disposal. The existing Disposal Fee is determined by the available airspace in County owned landfills at the time of this Agreement. Given the limited capacity of these landfills, the Disposal Fee is subject to increase upon the depletion of available airspace.

E. **Terms of Payment**. The **County** shall invoice the **Contract City** for **Disposal Fees**, based on **County** weighing records, by means of First-Class U.S. Mail, within five (5) days of the last day of each month, commencing in the first month after the effective date of this **Agreement,** and continuing monthly thereafter for the term of this **Agreement.** In accordance with Section 218.74(2), Florida Statutes, as amended from time to time, payment of **Disposal Fees** owed to the **County** shall be due from, and payment shall be made by, **the Contract City** forty-five (45) days from the date of receipt of the **County's** monthly invoice.

F. **Dispute on Invoicing**. In the event of a dispute on invoicing, the **Contract City** shall first pay the full amount of the disputed charges when due and shall, within thirty (30) days from the date of receipt of the disputed invoice, give written notice of the disputed invoice to the **County**. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The County Mayor or his/her designee shall confer with the **Contract City** and the County Mayor or his/her designee shall resolve the dispute not later than sixty (60) days after the date upon which the disputed invoice was received. Should the **Contract City** disagree with the determination of the County Mayor or his/her designee, it may pursue any remedy at law except withholding payment.

G. **Waste Diversion.** The **County** shall have the option to engage and collaborate with the **Contract City** to achieve the goal of reducing the total amount of **MSW** generated within the **Contract City**. Engagement and collaboration with the **Contract City** include but is not limited to public education campaigns, outreach efforts, and waste analyses. The **Contract City** shall provide a good faith effort in engaging and collaborating if the **County** exercises this option.

ARTICLE 4
WEIGHING RECORDS

The **County** shall cause all **County Solid Waste Management System** facilities to operate and maintain motor truck scales calibrated to the accuracy required by Florida law and to weigh all vehicles delivering **MSW**. Each vehicle delivering **MSW** from the **Contract City,** or its contract hauler, shall have its tare weight and cubic yard capacity permanently and conspicuously displayed on the exterior of the vehicle. The **County** or its contractor may, from time to time, require revalidation of the tare weight of any vehicle. The **Contract City** shall provide the **County** with information about each private hauler delivering **MSW** on its behalf to include: name and address, make, body type and motor vehicle registration number of each vehicle used for such purpose. All such haulers shall have and maintain a valid **County** solid waste hauler permit in accordance with Section 15-17 of the Code of Miami-Dade County ("**Code**"), as amended from time to time.

The **County** will supply the **Contract City** with monthly weighing records as may be reasonably required by the **Contract City** to administer its waste collection program. Copies of all transaction tickets will be maintained by the **County** for at least two (2) years. If weighing scales are inoperable or are being tested, the facility operator shall estimate the quantity of **MSW** delivered using a schedule of estimated waste material weights in accordance with Section 15-25, subsections (b) and (d) of the Code, as amended from time to time. The estimates shall take the place of actual weighing records, when the scales are not operational. The **County** shall use reasonable efforts to maintain the scales in an operable and accurate weighing condition.

ARTICLE 5
SHORT-TERM DISPOSAL

The **Contract City** agrees that the **County Solid Waste Management System** may accept **Solid Waste** on a **Non-Contract Disposal** basis from private or municipal haulers, so long as the capacity to receive **MSW** delivered on behalf of the **Contract City** is not impaired, and provided that such haulers shall pay (a) **Non-Contract Disposal Fee(s)** of at least ten percent (10%) above that charged to **Contract Cites.** The (a) **Non-Contract Disposal Fee(s)** shall be established by separate administrative/implementing order, and effective upon **Board** approval**.** All **Disposal Fee** revenues generated pursuant to this **Agreement** shall be used to pay **County Solid Waste Management System** costs. This provision shall not inhibit the **County** from entering into agreements with private haulers for delivery of **Solid Waste** to **County** disposal facilities (with the exception of agreements for delivery of **Solid Waste** collected by (a) private hauler(s) under contract with any municipality that is not a party to

this **Agreement,** which shall be prohibited), the minimum duration of which shall be ten (10) years, provided that the **County** shall not offer (a) **Disposal Fee(s)** less than that agreed to herein by the **Contract City** to any private hauler for the term of this **Agreement**.

ARTICLE 6
RELATIONSHIPS OF THE PARTIES

Nothing in this **Agreement** shall be deemed to constitute any party a partner, agent or local representative of the other party or to create any type of fiduciary responsibility of any kind whatsoever between the parties. The obligations to this **Agreement** are not joint; the obligations are separate and several between the **Contract City** and **County**.

ARTICLE 7
HEADINGS

Captions and headings in this **Agreement** are for ease of reference only and do not constitute a part of this **Agreement** and shall not affect the meaning or interpretation of any provisions herein.

ARTICLE 8
DURATION OF AGREEMENT

The term of **MSW** deliveries by the **Contract City** to the **County** under this **Agreement** shall commence with the date of execution and shall remain in effect up to and including December 31, 2045. This **Agreement** supersedes and replaces the **Original Agreement** entered into on _____, and shall govern all of the disposal in the **Contract City** during the term of the Agreement. The **Agreement** shall be executed and approved by resolution of the **Contract City's** governing body and shall become effective upon execution by the **County**. A copy of the resolution of approval shall be transmitted to the County Mayor within five (5) days following the date of each **Contract City's** approval.

ARTICLE 9
AGREEMENT GOVERNS; ENTIRE AGREEMENT

This **Agreement** shall govern and supersede any other interlocal agreement between the **Contract City** and the **County** with regard to use of the **County Solid Waste Management System**. This writing embodies the entire **Agreement** and understanding between the parties hereto, and there are no other agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 10
REPRESENTATIONS OF THE COUNTY

The **County** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the **County**, and (B) it has the required power and authority to perform this **Agreement**.

ARTICLE 11
REPRESENTATIONS OF THE CONTRACT **CITY**

The **Contract City** represents that (A) this **Agreement** has been duly authorized, executed and delivered by the governing body of the **Contract City**, and (B) it has the required power and authority to perform this **Agreement.**

ARTICLE 12
APPROVALS AND NOTICES

All notices, consents and other communications required, permitted or otherwise delivered under this **Agreement** shall be in writing and be delivered either by hand with proof of delivery or mailed by first class United States certified or registered mail, with return receipt requested, postage prepaid, and in any case shall be addressed as follows:

To County -
Miami-Dade County
Office of the Mayor
Stephen P. Clark Center
111 NW 1st Street
Miami, Florida 33128

To Contract City -

Attention:

Changes in the respective addresses above may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch, notices and consents given by any other means shall be deemed to have been given when received.

ARTICLE 13
AMENDMENT TO AGREEMENT

This **Agreement** may be modified, altered or amended only by a written amendment duly executed by the parties hereto, and approved by the governing body of each party. Any oral representations or modifications concerning this **Agreement** shall be of no force or effect.

ARTICLE 14
NON-ASSIGNMENT

In no case shall the **Contract City** assign, transfer, convey or otherwise hypothecate any interest, rights, duties, or obligations hereunder, or any part thereof. In the event the a **Contract City** attempts to assign, transfer, convey or otherwise hypothecate this **Agreement** or the **Contract City's** rights, duties or obligations hereunder, or any part thereof, the **County** may at its option, terminate this **Agreement** with respect to the **Contract City**.

County Resolution No. R-
Contract City Resolution No.

ARTICLE 15
RIGHTS OF OTHERS

Nothing in this **Agreement,** either express or implied is intended to confer upon any person or third parties, other than the parties hereto, any rights or remedies under or by reason of this **Agreement**.

ARTICLE 16
WAIVER

There shall be no waiver of any right related to this **Agreement** unless that such waiver is in writing signed by the party waiving such right. No delay or failure to exercise a right under this **Agreement** shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular rights waived and shall not be deemed a waiver of the same right at a later time of any other right under this **Agreement**.

ARTICLE 17
FORCE MAJEURE

Neither party hereto shall be liable for its failure to carry out its obligations under this **Agreement** during any period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligations of the party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. It is further agreed and stipulated that the right of any party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a Force Majeure delay has commenced within five (5) working days after such commencement. If there exists good cause for failure to give such notice, such failure shall not prejudice any party's right to justify any non-performance as caused by Force Majeure, unless the failure to give timely notice causes material prejudice to the other party.

ARTICLE 18
COUNTY EVENT OF DEFAULT

The failure by the **County** to substantially fulfill any of its material obligations in accordance with this **Agreement,** unless excuses are justified by Force Majeure, shall constitute a County event of default ("**County Default**"). If a **County Default** should occur, the **Contract City** shall have all of the following rights and remedies which each may exercise singly or in combination: 1. the right to declare that this **Agreement,** together with all rights granted to the **County**, hereunder are terminated, effective upon such date as is designated by the **Contract City**; 2. any and all other rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **County** shall maintain responsibility for any debts owed to the **Contract City** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **Contract City** shall not terminate this **Agreement** for a **County Default** unless the **Contract City** first give(s) the **County** written

notice of intent to terminate specifying the alleged default, and providing the **County** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 19

CONTRACT CITY EVENT OF DEFAULT

Without limitation, the failure by the **Contract City** to substantially fulfill any of its material obligations in accordance with this **Agreement**, unless excuses are justified by Force Majeure, shall constitute a **Contract City** event of default ("**Contract City Default**"). If a **Contract City Default** should occur, the **County** shall have all of the following rights and remedies which it may exercise singly or in combination: 1. the right to declare that all rights granted to the **Contract City** hereunder are terminated, effective upon such date as is designated by the **County**; 2. any and all rights provided under federal laws and the laws of the State of Florida; and 3. in any event, the **Contract City** shall maintain responsibility for any debts owed to the **County** for services provided under the terms of this **Agreement**. Notwithstanding any other provision of this article, the **County** shall not terminate this **Agreement** for a **Contract City Default** unless the **County** first gives the **Contract City** written notice of intent to terminate specifying the alleged default, and providing the **Contract City** a period of sixty (60) days from receipt of notice within which to cure such default.

ARTICLE 20

FLORIDA LAW GOVERNS; VENUE IN MIAMI-DADE COUNTY, FLORIDA

This **Agreement**, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

ARTICLE 21

TERMINATION

This **Agreement** may be terminated upon mutual consent, in writing, between the **Contract City** and the **County**.

ARTICLE 22

COUNTERPARTS

This **Agreement** may be executed in one or more counterpart(s), each of which shall be deemed an original.

ARTICLE 23

INVALIDITY OF PROVISIONS

Should any provision, paragraph, sentence, word or phrase contained in this **Agreement** be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and this **Agreement** shall remain in full force and effect.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this **Agreement** to be executed in its name by the County Mayor or his/her designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the **Contract City** has caused this **Agreement** to be executed in its name by the _____ of the **Contract City** or his/her designee, attested by the Clerk of the **Contract City's** governing body and has caused the seal of the **Contract City's** governing body to be hereto attached, all on the day and year first written above.

Attest: JUAN FERNANDEZ-BARQUIN,
Clerk of the Board

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
County Mayor
Miami-Dade County Florida
111 NW 1st Street, 29th Floor
Miami, FL 33128

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY BY:
Miami-Dade County Attorney's Office
111 N.W. 1st Street
Miami, FL 33128

_____
Assistant County Attorney

County Resolution No. R-
Contract City Resolution No.

CONTRACT CITY

_____,
a Florida Municipal Corporation

ATTEST: By:

_____ _____
Title:

This day of _____, 20_

_____

[corporate seal]

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND CORRECTNESS:

County Resolution No. R-
Contract City Resolution No.

RESOLUTION 2025-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AUTHORIZING THE ISSUANCE OF A TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2025, OF THE CITY OF MIAMI SPRINGS, FLORIDA, IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,305,530 FOR THE PURPOSE OF FINANCING THE PURCHASE OF VARIOUS MAINTENANCE EQUIPMENT FOR THE MIAMI SPRINGS GOLF & COUNTRY CLUB; AWARDING THE SALE OF THE NOTE TO REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Department of the City of Miami Springs (the "City") contacted several financial institutions with which the City has relationships to obtain proposals for financing the purchase of various maintenance equipment for the Miami Springs Golf & Country Club (the "Project"); and

WHEREAS, after review of the proposals submitted, the City Manager and Finance Director determined that the proposal from Regions Commercial Equipment Financing, LLC (the "Purchaser") is in the best interest of the City; and

WHEREAS, based on the need to issue the Note (as hereinafter defined) upon the most favorable market conditions, the City has determined that it is necessary and advisable and in the best interest of the City and its citizens to accept the Proposal from the Purchaser to purchase the Note through a negotiated private placement; and

WHEREAS, the Council desires to set forth the details of the Note in this Resolution,

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

SECTION 1. RECITALS. The foregoing recitals are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. AUTHORIZATION OF NOTE. Pursuant to the provisions of this Resolution, a revenue note of the City to be designated "City of Miami Springs, Florida Taxable Capital Improvement Revenue Note, Series 2025" (the "Note"), is hereby authorized to be issued in a principal amount of $1,305,530 for the purpose of financing the costs of the Project and paying costs of issuance of the Note.

SECTION 3. TERMS OF THE NOTE.

(a) General Provisions. The Note shall be issued in fully registered form without coupons. The principal of and interest on the Note shall be payable when due in lawful money of the United States of America by wire transfer or other electronic means on or prior to the date due to the registered owner of the Note ("Owner") or its legal representative at the address of the Owner as it appear on the registration books of the City. Payments shall be made in immediately available funds by no later than 2:00 p.m., Eastern time, on the dates due, free and clear of any defenses, set-offs, counterclaims, or withholdings or deductions for taxes. No presentment of the Note shall be required for any payment except upon final maturity. If any payment required to be made hereunder is not paid within ten (10) days of the date when due, the City shall pay to the Owner a late charge equal to five percent (5.00%) of the late payment. In addition, during the period in which an event of default as defined in Section 14 hereof shall have occurred or be continuing hereunder, the Note shall bear interest at a rate of six percent (6.00%) in excess of the applicable interest rate immediately prior to the occurrence of an event of default (the "Default Rate").

The Note shall be dated the date of issuance and delivery and shall be initially issued as one Note in the denomination of $1,305,530. The Note shall mature on December 1, 2030 (the "Maturity Date").

THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, BUT SHALL BE PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES, AS DEFINED IN THIS RESOLUTION. THE ISSUANCE OF THE NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR, NOR SHALL THE NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, AND THE OWNER OF THE NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

(b) Interest Rate. Subject to adjustment as provided below, the Note shall bear interest on the outstanding principal balance from its date of issuance payable semi-annually on each June 1 and December 1 (each an "Interest Payment Date"), with the final payment due on the Maturity Date, commencing June 1, 2026, at an interest rate equal to 4.89% per annum (the "Interest Rate"), as may be adjusted in accordance with the terms hereof and the Note.

Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve (12) thirty-day months.

(c) Payment Provisions.

(i) Repayment. The principal of the Note shall be subject payable in semi-annual installments on each June 1 and December 1, commencing June 1, 2026, in the amounts set forth in the Amortization Schedule attached to the Note.

In the event that there is more than one Owner of the Note, (A) each Note shall be redeemed on a pro rata basis, and (B) the City shall give notice to each Owner of the Note at least three (3) Business Days prior to the date of mandatory redemption of the amount of each Note to be redeemed.

(ii) Optional Prepayment. The Note is subject to optional prepayment in whole or in part on any Interest Payment Date on or after June 1, 2028, upon five (5) Business Days written notice to the Owner, at a prepayment price of par, plus accrued interest to the date of prepayment.

Partial prepayments shall be applied in inverse order of maturity, treating mandatory amortization installments required under (c)(i) above as maturities.

As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which the banks in the State of Florida are required, or authorized or not prohibited, by law (including executive orders) to close and are closed.

SECTION 4. EXECUTION OF NOTE. The Note shall be signed in the name of the City by the Mayor or City Manager, or in their absence, the Vice Mayor, and the City Clerk, or in her absence, the Deputy City Clerk, and its seal shall be affixed thereto or imprinted or reproduced thereon. The signatures of the Mayor, City Manager or Vice Mayor and City Clerk or Deputy City Clerk on the Note shall be manual signatures. In case any one or more of the officers who shall have signed or sealed any of the Note shall cease to be such officer of the City before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Note had not ceased to hold such office. The Note may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Note shall hold the proper office, although at the date of such Note such person may not have held such office or may not have been so authorized.

SECTION 5. NEGOTIABILITY, REGISTRATION AND CANCELLATION. The City shall serve as Registrar and as such shall keep books for the registration of the Note and for the registration of transfers of the Note. The Note may be transferred or exchanged, in whole or in part and in the sole discretion of the Purchaser, upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The City may not assign its rights hereunder or under the Note to any person without the prior written consent of the Purchaser. The Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $250,000 and integral multiples of $1 thereafter. Any transfer of the Note shall be only to an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a **"**qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of the Note shall be effective until entered on the registration books maintained by the City.

The City may deem and treat the person in whose name the Note shall be registered upon the books kept by the City as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which the Note is transferred or exchanged in accordance with this Section, the City shall execute and deliver a Note in accordance with the provisions of this Resolution. All Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the City. There shall be no charge for any such exchange or transfer of a Note, but the City may require the payment of a sum sufficient to pay any third party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The City shall not be required to transfer or exchange a Note for a period of 15 days next preceding an Interest Payment Date on the Note.

All Notes, the principal of and interest on which have been fully paid, either at or prior to maturity, shall be promptly delivered to the City on or after such payment is made, and shall thereupon be cancelled.

In case a portion but not all of an outstanding Note shall be prepaid pursuant to mandatory prepayment provisions, such Note shall not be required to be surrendered in exchange for a new Note, but the City shall make a notation indicating the remaining outstanding principal of the Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be

deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

SECTION 6. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case any Note shall become mutilated or be destroyed, stolen or lost, the City may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in the case of a mutilated Note, in exchange and substitution for such mutilated Note upon surrender of such mutilated Note or in the case of a destroyed, stolen or lost Note in lieu of and substitution for the Note destroyed, stolen or lost, upon the Owner furnishing the City proof of his ownership thereof, satisfactory proof of loss or destruction thereof, and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The City shall cancel all mutilated Notes that are surrendered. If any mutilated, destroyed, lost or stolen Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the principal of and interest on such Note upon the Owner complying with the requirements of this paragraph.

Any such duplicate Note issued pursuant to this section shall constitute original, additional contractual obligations of the City whether or not the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Note issued hereunder.

SECTION 7. FORM OF NOTE. The text of the Note shall be of substantially the tenor set forth in Exhibit "A" hereto, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution.

SECTION 8. COVENANT TO BUDGET AND APPROPRIATE. The City hereby covenants and agrees to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues (as defined in this Section) lawfully available in each fiscal year of the City, amounts sufficient to pay the principal and interest due on the Note in accordance with its terms. "Non-Ad Valorem Revenues" means all revenues of the City derived from any source other than ad valorem taxation on real or personal property and which are legally available to make the payments required under this Resolution, but only after provision has been made by the City for the payment, to the extent are not otherwise provided for by ad valorem taxes, of (a) all essential government services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of owners of other notes or bonds of the City secured in the same manner as the Note. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on notes and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under this Resolution, subject, however, in all respects to the terms of this Resolution and the restrictions of Section 166.241(2), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment, to the extent not otherwise provided for by ad valorem taxes, of (a) all essential government services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services.

SECTION 9. NOTE FUND. There is hereby created a fund entitled "City of Miami Springs, Florida Taxable Capital Improvement Revenue Note, Series 2025 Note Fund" (the "Note Fund"). There shall be deposited no later than each date on which principal or interest is due sufficient amounts of Non-Ad Valorem Revenues as specified in Section 8 hereof which, together with the amounts already on deposit therein, will enable the City to pay the principal of and interest on the Note on each such date or other date when principal may be due. Moneys in the Note Fund shall be applied on each Interest Payment Date to the payment of principal of and interest on the Note coming due on each such date and all other amounts due hereunder. Funds in the Note Fund may be invested in the Authorized Investments (as defined in Section 10), maturing at or before the time such funds may be needed to pay principal of or interest on Note.

SECTION 10. APPLICATION OF NOTE PROCEEDS.

The proceeds received upon the sale of the Note shall be deposited simultaneously with the delivery of the Note in the "City of Miami Springs Taxable Capital Improvement Revenue Note, Series 2025 Project Fund" (the "Project Fund"), and used only in connection with the Project.

Funds in the Project Fund may be invested in the following investments, maturing not later than the date or dates on which such proceeds will be needed for purposes of this Resolution, to the extent such investments are legal for investment of municipal funds ("Authorized Investments"):

(a) The Local Government Surplus Funds Trust Fund;

(b) Negotiable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government at the then prevailing market price for such securities;

(c) Interest-bearing time deposits or savings accounts in banks organized under the laws of the State of Florida (the "State"), in national banks organized under the laws of the United States and doing business and situated in the State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in the State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;

(d) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian; or

(e) Any other investments that at the time are legal investments for municipal funds and are permitted by the duly approved investment policy of the City.

Any income received upon such investment shall be retained in the Project Fund and applied to costs of the Project or, at the option of the City, deposited in the Note Fund and used to pay interest on the Note until completion of the Project. After the completion of the Project, any remaining balance in the Project Fund shall be deposited into the Note Fund and used solely to redeem, or pay the principal of, the Note.

The Project Fund shall be kept separate and apart from all other funds of the City and the moneys on deposit therein shall be withdrawn, used and applied by the City solely for the purposes set forth herein**.** Pending such application, the Project Fund shall be subject to the lien of the Owner of the Note for the payment of the principal of and interest on the Note.

The registered Owner shall have no responsibility for the use of the proceeds of the Note, and the use of such Note proceeds by the City shall in no way affect the rights of such registered Owner. The City shall be obligated to apply the proceeds of the Note solely as provided herein. However, the City shall be irrevocably obligated to continue to pay the principal of and interest on the Note notwithstanding any failure of the City to use and apply such Note proceeds in the manner provided herein.

SECTION 11. FUNDS. Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. The money in such funds and accounts shall be continuously secured in the same manner as deposits of City funds are authorized to be secured by the laws of the State. Except as otherwise provided herein, earnings on any investments in any amounts on any of the funds and accounts herein established and created shall be credited to such respective fund or account.

The designation and establishment of the funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

SECTION 12. SPECIAL COVENANTS.

(a) The City shall, while the Note is outstanding, (1) within two hundred seventy (270) days of the end of each fiscal year of the City, deliver to the Owner a copy of the annual audited financial statements of the City for such fiscal year and (2) on a semi-annual basis, a copy of internally prepared financial statements within sixty (60) days of the end of such period. Within sixty (60) days of its final adoption, the City shall deliver to the Owner a copy of the operating budget for each upcoming fiscal year of the City. The City shall provide the Owner with any other information it may reasonably request from time to time.

(b) Without the prior written consent of the Owner, the City shall not hereafter incur any indebtedness which is secured in the same manner as the Note (as specifically set forth in Section 8 hereof), unless Available Revenues of the City during the Fiscal Year most recently concluded prior to the incurrence of such debt equals or exceeds 125% of the Maximum Annual Debt Service on all Debt Obligations, including the proposed debt. For purposes of this paragraph:

(i) "Maximum Annual Debt Service" shall mean the maximum amount of principal and interest required in the then current or any future Fiscal Year to pay all Debt Obligations;

(ii) "Debt Obligations" shall mean debt service on debt obligations of the City, including the Note and the proposed debt, which are secured in the same manner as the Note (as specifically set forth in Section 8 hereof); and

(iii) "Available Revenues" shall mean all Non-Ad Valorem Revenues (as defined in Section 8 hereof) less those expenses related to General Government Expenditures (as shown on the financial statements of

the City) and public safety and legally available to pay debt service on the Debt Obligations and the proposed debt.

(iv) Calculations of Non-Ad Valorem Revenues will be based on information derived from the most recently audited Fiscal Year end financial statements. For purposes of calculating Maximum Annual Debt Service, the interest rate to be assumed for indebtedness bearing interest at a variable rate shall be equal to the average rate of interest paid by the City with respect to such indebtedness during the twelve (12) months preceding the date of calculation.

(v) For purposes of the foregoing test, if any Debt Obligations of the City, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, Maximum Annual Debt Service on such Debt Obligation shall be determined assuming that the balloon payment due thereunder is amortized over five (5) years on an approximately level debt service basis. As used herein, "Balloon Indebtedness" means Debt Obligations of the City, twenty percent (20%) or more of the original principal amount of which matures during any one fiscal year.

(c) If the City shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution on the part of the City to be performed or have knowledge of a default that with the passage of time would be an Event of Default, the City shall within five (5) Business Days after it acquires knowledge, notify the Owner in writing (a) of the happening, occurrence, or existence of such default, and (b) of any event or condition which with the passage of time or the giving of notice, or both would constitute an event of default. Such notice shall include a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. The date of the receipt of such notice by the Owner shall in no way affect or modify the date of the occurrence of such event of default.

SECTION 13. COVENANTS BINDING ON CITY AND SUCCESSOR. All covenants, stipulations, obligations and agreements of the City contained in this Resolution constitute a contract between the City and the Owner of the Note and shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon the officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Council or officer, agent or employee of the City in his or her individual

capacity, and neither the members of the Council nor any officer, agent or employee of the City executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 14. EVENTS OF DEFAULT. Each of the following events is hereby declared an "event of default":

(a) payment of the principal of or amortization installments of the Note or any other Debt Obligation shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on the Note or any other amount due under this Resolution or any other Debt Obligation shall not be made when the same shall become due and payable; or

(c) the City shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution (except for a default described in subsection (a) or (b) of this Section) on the part of the City to be performed, and such default shall continue for thirty (30) days from the earlier of (i) after written notice specifying such default and requiring same to be remedied shall have been given to the City by any Owner of any Note or (ii) when notice was required to be given by the City pursuant to Section 12(c) of this Resolution; provided that it shall not constitute an event of default if the default is not one that can be cured within such thirty (30) days, as agreed by the Owner and the City, and the City commences within such thirty (30) days action to correct such default and such default is corrected within ninety (90) days after the written notice; or

(d) any representation or warranty made in writing by or on behalf of the City in this Resolution or in any closing certificate furnished by the City to the Owner shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) the City becomes unable, or admits in writing its inability, to pay its debts generally as they become due, or becomes insolvent or the subject of insolvency proceedings, or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(f) any proceeding shall be instituted with or without the consent of the City under federal bankruptcy laws or other federal or state laws affecting creditors' rights or any proceeding shall otherwise be instituted for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted and any such proceeding shall not have been dismissed with prejudice within thirty (30) days after the institution of the same.

SECTION 15. REMEDIES; RIGHTS OF OWNERS.

Upon the occurrence and continuance of any event of default specified in Section 14 hereof or a default under any other Debt Obligation, which results in the acceleration of such Debt Obligation, the Note shall bear interest at the Default Rate and the Owner of the Note may pursue any and all available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on the Note then outstanding, including without limitation, in the event of an event of default under subsections (a), (b), (e) and (f) above or the acceleration of any other Debt Obligation, acceleration of all amount due and owing under the Note. In addition, the Owner may recover all expenses incurred, including without limitation reasonable attorney's fees at all levels of proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default hereunder shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

SECTION 16. SALE OF NOTE. Based upon the uncertainty of the interest rate environment if sale of the Note is delayed, and the immediate need by the City for funds required to complete the Project, the City hereby determines the necessity for a negotiated sale of the Note. The City has been provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note is hereby approved to the Purchaser at a purchase price of par.

SECTION 17. AUTHORITY OF OFFICERS. The Mayor or City Manager or in their absence, the Vice Mayor, the City Clerk, or in her absence, the Deputy City Clerk and any other proper official of the City, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Resolution and the other documents identified herein.

SECTION 18. SEVERABILITY. In case any one or more of the provisions of this Resolution or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Note is issued and this Resolution is adopted with the intent that the laws of the State shall govern their construction.

SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date of maturity of interest on or principal of the Note shall not be a Business Day, then payment of such interest or principal need not be made by the City on such date but may be made on the next succeeding Business Day, and payment on such day shall have the same force and effect as if paid on the nominal date for payment.

SECTION 20. OPEN MEETING FINDINGS. It is hereby found and determined that all official acts of the Council concerning and relating to the adoption of this Resolution and all prior resolutions and ordinances affecting the Council's ability to issue the Note were taken in an open meeting of the Council and that all deliberations of the Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes.

SECTION 21. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 22. MODIFICATION, AMENDMENT OR SUPPLEMENT. No modification, amendment or supplement of this Resolution, or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owner.

SECTION 23. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Purchaser and subsequent Owners of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the Purchaser and the Owners from time to time of the Note issued hereunder.

SECTION 24. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the City acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of public entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services, and (iv) the Purchaser and its representatives are not acting as an advisor to any public entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to the Note, information, materials or communications; (b) (i) the Purchaser is acting for its own interests and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the City, or any other person and (ii) the Purchaser has no obligation to the City, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other loan documents; (c) notwithstanding anything

herein to the contrary, it is the intention of the City and the Purchaser that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Purchaser is delivered solely to evidence the repayment obligations of the City under the loan documents; and (d) the Purchaser may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Purchaser has no obligation to disclose any of such interests to the City. To the fullest extent permitted by law, the City hereby waives and releases any claims that it may have against the Purchaser with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby. The City acknowledges that if the City would like a municipal advisor in this transaction that has legal fiduciary duties to the City, the City is free to engage a municipal advisor to serve in that capacity. The transactions contemplated herein and in the Note are delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 25. WAIVER OF JURY TRIAL. The City knowingly, voluntarily and intentionally waives any right it may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note. The City acknowledges that this provision is a material inducement for the Purchaser's determination to purchase the Note.

SECTION 26. CONTROLLING LAW; VENUE. This Resolution and the Note shall be governed by and construed in accordance with the laws of the State of Florida (the "State"). Venue shall lie in the applicable State or federal court located within Miami-Dade County, Florida.

SECTION 27. PATRIOT ACT. The Purchaser has notified the City that, pursuant to the requirements of the Patriot Act, the Purchaser is required to obtain, verify and record information that identifies the City, which information includes the name and address of the Issuer and other information that will allow the Purchaser to identify the City in accordance with the Patriot Act. The City represents and warrants to the Purchaser that neither it nor any of its officials, staff or employees, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the Purchaser that the City and its officials, staff or employees, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

SECTION 28. PRIVATELY NEGOTIATED LOAN. The City acknowledges and agrees that the Purchaser is acquiring the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 29. EFFECTIVE DATE. This Resolution shall take effect immediately upon its 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:

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

PASSED AND ADOPTED this 8th day of December, 2025.

_____
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

EXHIBIT "A"

ANY OWNER OF THIS NOTE SHALL AT THE TIME OF TRANSFER BE AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER OR A "QUALIFIED INSTITUTIONAL BUYER" AS THAT TERM IS DEFINED UNDER RULE 144A OF THE SECURITIES AND EXCHANGE COMMISSION.

No. R-1 **$1,305,530**

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF MIAMI SPRINGS, FLORIDA
TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE,
SERIES 2025

Registered Owner: Regions Commercial Equipment Finance, LLC

Principal Amount: One Million Three Hundred Five Thousand Five Hundred Thirty Dollars ($1,305,530)

KNOW ALL MEN BY THESE PRESENTS, that the City of Miami Springs, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns (the "Owner"), from the sources hereinafter mentioned, the Principal Amount specified above, together with interest on the Principal Amount outstanding at the rate of interest hereinafter provided and as may be adjusted in accordance with the terms hereof and the Note Resolution (as hereinafter defined). Subject to the rights of prior prepayment and redemption described in the Note, the Note shall mature on December 1, 2030 (the "Maturity Date"). Payments due hereunder shall be made no later than 2:00 p.m., Eastern time, on the date due, free and clear of any defenses, set-offs, counterclaims, or withholding or deductions for taxes. If any payment required to be made hereunder is not paid within ten (10) days of when due, the City shall pay to the Owner a late charge equal to five percent (5%) of the late payment. In addition, during the period in which an event of default as defined in Section 14 of the Note Resolution shall have occurred or be continuing , the Note shall bear interest at a rate of six percent (6%) in excess of the applicable interest rate immediately prior to the occurrence of an event of default (the "Default Rate").

The Note is issued under authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part II of Chapter 166, Florida Statutes, as amended, the Charter of the City and Resolution No. 2025-____ adopted on December 8, 2025 (the "Note Resolution"), and is subject to the terms of said Note Resolution.

The Note is issued for the purpose of financing the purchase of various maintenance equipment for the Miami Springs Golf & Country Club (the "Project") and

paying costs of issuance of the Note. The Note shall be payable only from the sources identified herein. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Note Resolution.

Subject to adjustment as provided below, the Note shall bear interest on the outstanding principal balance from its date of issuance payable semi-annually on each June 1 and December 1 (each an "Interest Payment Date"), with the final payment due on the Maturity Date, commencing June 1, 2026, at an interest rate equal to 4.89% per annum (the "Interest Rate"), as may be adjusted in accordance with the terms hereof.

No presentment shall be required for payment on this Note.

Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve (12) thirty-day months.

The principal of and interest on the Note are payable in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered Owner, or its legal representative at the address of the Owner as it appears on the registration books of the City.

Repayment. The principal of this Note shall be payable in semi-annual installments on each June 1 and December 1, commencing June 1, 2026, in the amounts set forth in the Amortization Schedule attached to this Note.

In the event that there is more than one Owner of this Note, (i) each Note shall be redeemed on a pro rata basis, and (ii) the City shall give notice to each Owner of this Note at least three (3) Business Days prior to the date of mandatory redemption of the amount of each Note to be redeemed.

Optional Prepayment. This Note is subject to optional prepayment in whole or in part on any Interest Payment Date on or after June 1, 2028, upon five (5) Business Days written notice to the Owner, at a prepayment price of par, plus accrued interest to the date of prepayment.

Partial prepayments shall be applied in inverse order of maturity, treating mandatory amortization installments required under "Mandatory Prepayment" above as maturities.

As used herein, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which the banks in the State of Florida are required, or authorized or not prohibited, by law (including executive orders) to close and are closed.

THE CITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST THEREON EXCEPT FROM NON-AD VALOREM REVENUES (AS DEFINED HEREIN) BUDGETED AND APPROPRIATED AS PROVIDED HEREIN, AND THE FAITH AND CREDIT OF THE CITY IS NOT PLEDGED TO SECURE THE PAYMENT

OF THE SAID PRINCIPAL AND INTEREST OF THIS NOTE. THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, BUT SHALL BE PAYABLE EXCLUSIVELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN. THE ISSUANCE OF THIS NOTE UNDER THE PROVISIONS OF THE CITY CHARTER SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFOR OR TO MAKE APPROPRIATIONS FOR ITS PAYMENT FROM MONEIS DERIVED FROM AD VALOREM TAXES, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, AND THE OWNER OF THIS NOTE SHALL HAVE NO RECOURSE TO THE POWER OF AD VALOREM TAXATION.

The City has covenanted and agreed in the Note Resolution to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues (as defined below) lawfully available in each fiscal year of the City, amounts sufficient to pay the principal and interest due on this Note in accordance with its terms. "Non-Ad Valorem Revenues" means all revenues of the City derived from any source other than ad valorem taxation on real or personal property and which are legally available to make the payments required under the Note Resolution, but only after provision has been made by the City for the payment, to the extent are not otherwise provided for by ad valorem taxes, of (a) all essential government services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services. Such covenant and agreement on the part of the City to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the City, the City does not covenant to maintain any services or programs, now provided or maintained by the City, which generate Non-Ad Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner a prior claim on the Non-Ad Valorem Revenues as opposed to claims of owners of other notes of the City secured in the same manner as the Note. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on notes and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Non-Ad Valorem Revenues and placing on the City a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under the Note and the Note Resolution, subject, however, in all respects to

the terms of the Note Resolution and the restrictions of Section 166.241(2), Florida Statutes, which provides, in part, that the governing body of each municipality make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the payment, to the extent not otherwise provided for by ad valorem taxes, of (a) all essential government services necessary for conducting of the public safety and general governmental obligations of the City and (b) all legally mandated services.

Upon the occurrence and continuance of any event of default specified in Section 14 of the Note Resolution or a default under any other Debt Obligation, which results in the acceleration of such Debt Obligation, this Note shall bear interest at the Default Rate and the Owner of the Note may pursue any and all available remedy by suit, at law or in equity, to enforce the payment of the principal of and interest on the Note then outstanding, including without limitation, such events specified in Section 15 of the Note Resolution, and acceleration of all amount due and owing under the Note. In addition, the Owner may recover all expenses incurred, including without limitation reasonable attorney's fees at all levels of proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

The original registered Owner, and each successive registered Owner of this Note, shall be conclusively deemed to have agreed and consented to the following terms and conditions:

1. The City shall keep books for the registration of this Note and for the registration of transfers of this Note as provided in the Note Resolution. This Note may be transferred or exchanged, in whole or in part and in the sole discretion of the Registered Owner, upon the registration books kept by the City, upon delivery to the City, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the City and with guaranty of signatures satisfactory to the City, along with the social security number or federal employer identification number of any transferee and, if the transferee is a trust, the name and social security or federal tax identification numbers of the settlor and beneficiaries of the trust, the date of the trust and the name of the trustee. The City may not assign its rights under the Note to any person without the prior written consent of the Registered Owner. This Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $250,000 and increments of $1 in excess thereof. In connection with any transfer of this Note, the transferee shall be an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder or a **"**qualified institutional buyer" as that term is defined under Rule 144A of the Securities and Exchange Commission. No transfer or exchange of this Note shall be effective until entered on the registration books maintained by the City.

2. The City may deem and treat the person in whose name this Note shall be registered upon the books of the City as the absolute Owner of this Note, whether this Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on this Note as they become due, and for all other purposes.

All such payments so made to any such Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

3. In all cases in which this Note or transferring this Note is transferred or exchanged, the City shall execute and deliver a new Note in accordance with the provisions of the Note Resolution. There shall be no charge for any such exchange or transfer of this Note, but the City may require payment of a sum sufficient to pay any third-party tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The City shall not be required to transfer or exchange this Note for a period of fifteen (15) days next preceding an interest payment date on this Note.

4. This Note, the principal of and interest on which have been fully paid, either at or prior to maturity, shall be promptly delivered to the City on or after such full payment is made, and shall thereupon be cancelled. In case a portion but not all of this Note shall be prepaid pursuant to mandatory prepayment provisions, this Note shall not be surrendered in exchange for a new Note, but the City shall make a notation indicating the remaining outstanding principal of this Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

It is hereby certified and recited that all acts, conditions and things required to happen, to exist and to be performed precedent to and for the issuance of this Note have happened, do exist and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Florida applicable thereto.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the City of Miami Springs, Florida has caused this Note to be executed by the manual signature of its Mayor and of its City Clerk, and the Seal of the City of Miami Springs, Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, all as of the ___ day of December, 2025.

CITY OF MIAMI SPRINGS, FLORIDA

_____
Mayor

(SEAL)

_____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns and transfers unto _____ (Please insert name and Social Security or Federal Employer identification number of assignee) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date _____ _____

Social Security Number of Assignee

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIF MIN ACT -_____, (Cust.)
		Custodian for _____, (Minor)
TEN ENT -	as tenants by the entirety	under Uniform Gifts to Minors Act of _____. (State)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the list above.

AMORTIZATION SCHEDULE

	Principal	Interest	Total Payment
6/1/26	$116,949.20	$30,324.20	$ 147,273.40
12/1/26	119,668.20	29,060.80	148,729.00
6/1/27	122,594.09	26,134.91	148,729.00
12/1/27	125,591.51	23,137.49	148,729.00
6/1/28	128,662.22	20,066.78	148,729.00
12/1/28	131,808.02	16,920.98	148,729.00
6/1/29	135,030.72	13,698.28	148,729.00
12/1/29	138,332.22	10,396.78	148,729.00
6/1/30	141,714.45	7,014.55	148,729.00
12/1/30	145,179.36	3,549.64	148,729.00
	$1,305,530.00	$180,304.40	$1,485,834.40

[Estimated based on a 12/10/2025 closing date. Actual schedule may vary if closing date is different. Actual schedule will be attached to the executed Note.]