



**REVISED**

**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor Walter Fajet, Ph. D.  
Councilwoman Jacky Bravo**

**Councilman Bob Best  
Councilman Victor Vazquez, Ph. D.**

*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, May 9, 2022 – 7:00 p.m.**

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida  
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Mayor Maria Mitchell  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Recognizing the AIE High School Girl's Softball team, the Lady Aviators, finishing their season and ranking in the Top 10 in Miami-Dade County (Fajet)
  - B) Yard of the Month Award for May 2022 – 101 Truxton Drive – The Schmidt Family
  - C) Recognizing the City Hall Lobby Artist of the Month for May 2022 – Miami Springs Senior High School Students Digital Art Exhibition
- 5. 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 on pages 3-4. 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.*
- 6. Approval of Council Minutes:**
  - A) April 25, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.

8. **Public Hearings:** None.

9. **Consent Agenda: (Funded and/or Budgeted):**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of Microsoft Office 365 GCC G1 And G3 Licenses From Shi International Corp. In An Amount Not To Exceed \$9,025.25 For Fiscal Year 2022 And An Amount Not To Exceed Budgeted Funds For Future Fiscal Years Consistent With The Terms And Conditions Of The City Of Mesa, Arizona, Contract No. 2018011-02 Pursuant To Section 31-11(E)(5) Of The City Code; 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, Approving The Purchase And Installation Of Whisperwave Acoustical Foam Panels For The Adult Community Center From Amion Enterprises International Corp. In An Amount Not To Exceed \$12,860.80; Providing For Authorization; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Design, Bid, And Construction Services For The Miami Springs Golf And Country Club Golf Course Renovation Project In An Amount Not To Exceed \$250,933.00; 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 Supply Services Of Diesel And Regular Fuel For The Miami Springs Golf And Country Club's Golf Carts And Maintenance Fleet From Tropic Oil Company LLC On An As-Needed Basis In An Amount Not To Exceed \$50,000; Providing For A Waiver Of Competitive Bidding; 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, Approving The City's Title Vi Nondiscrimination Policy And Plan In Accordance With Title VI, 42 U.S.C. § 2000d, Of The Civil Rights Act Of 1964 As Required To Receive Federal Pass-Through Funding; Providing For Implementation; And Providing For An Effective Date

F) **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 Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services Utilizing The Terms And Conditions Of The City Of Miami Beach Contract Awarded Pursuant To Itb-2018-033-Nd 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 Citywide Sidewalk Completion And Ada Ramp Project In An Amount Not To Exceed \$89,772.50; Providing For Implementation; And Providing For An Effective Date

10. **Old Business:**

A) Update on the possible location of the pickleball/racquetball courts

11. **New Business:**

A) Request by Lt. Claire Gurney for the 15<sup>th</sup> Annual Stafford Memorial Golf Tournament Donation Request

**12. Other Business:**

A) Request by Girl Scout Troop Leader Kahnee Rodriguez for Girl Scout Troop 2564 for Summer Trip (Vazquez)

**13. Reports & Recommendations:**

A) City Attorney

B) City Manager

C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:  
**Monday, April 25, 2022 at 7:00 p.m. at**  
**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida**  
**(Physical Meeting Location)**

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

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

### ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

### WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **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](mailto: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](mailto: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.

**VIRTUAL COMMENTS:** *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

**By telephone:** To ask to speak during the meeting, call in to the meeting using the instructions above. Please press \*9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

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

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

#### **PUBLIC RECORDS**

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

#### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

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

#### **AMERICANS WITH DISABILITIES ACT**

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

#### **LOBBYING ACTIVITIES**

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

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



# **CERTIFICATE OF RECOGNITION**

Presented to

***The Schmidt Family***

Of

***101 Truxton Drive***

for their home being designated as

***“YARD OF THE MONTH”  
May, 2022***

Presented this 9<sup>th</sup> day of May, 2022.

**CITY OF MIAMI SPRINGS, FLORIDA**

Maria Puente Mitchell  
Mayor

**ATTEST:**

Erika Gonzalez, MMC  
City Clerk

## Erika Gonzalez-Santamaria

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**From:** Shannen M. Jaser  
**Sent:** Thursday, May 5, 2022 8:22 AM  
**To:** Erika Gonzalez-Santamaria  
**Subject:** Fwd: Planning to drop off today around 4pm is that ok

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**From:** Goldstein, Beth S. <bethart@dadeschools.net>  
**Sent:** Tuesday, May 3, 2022 10:24:07 AM  
**To:** Shannen M. Jaser <jasers@miamisprings-fl.gov>  
**Subject:** Planning to drop off today around 4pm is that ok

### Miami Springs Senior High School Students Digital Art Exhibition

This exhibition features the wide range of digital art spanning Fan Art, Photography, Drawing, Painting, Design, and Digital reproduction. The students participating are in 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> grade. Many of these works are part of this year's students Advanced Placement portfolio submissions. All works are for sale \$50.00 each. All sales are cash only.

1 Julia Carvajal  
Grade 11  
"Mother & Child"

2 Nikole Bergen  
Grade 12  
"Just Dessert"

3 Nikole Bergen  
Grade 12  
"The Road That Leads to My Ancestry"

4 Keila Leyva  
Grade 10  
"Two Heads"

5 Keila Leyva  
Grade 10  
"Girl Lost"

6 Keila Leyva  
Grade 10  
"Chained to Pills"

7 Keila Leyva  
Grade 10  
"Eyes Are Watching"

8 Keila Leyva  
Grade 10  
"Stick a Needle in my Eye"

9 Keila Leyva  
Grade 10  
"Cry"

10 Keila Leyva  
Grade 10  
"Untitled"



11 Ruth Gonzales  
Grade 10  
"Bunny Love"

12 Ruth Gonzales  
Grade 10  
"Snake-Bunnies"

13 Ruth Gonzales  
Grade 10  
"Lost Bunny"

14 Ruth Gonzales  
Grade 10  
"Snakes & Bunny"

15 Ruth Gonzales  
Grade 10  
"Scary Bunny Story"

16 Angelick Graveran  
Grade 10  
"Bus Ride"

17 Angelick Graveran

Grade 10  
"What Happens Behind the Rings"

18 Angelick Graveran  
Grade 10  
"The Heart Of The Family"

19 Jennifer Reyes  
Grade 11  
"Koi"

20 Roselynn Rodriguez  
Grade 10  
"Fan of Freddy"

21 Roselynn Rodriguez  
Grade 10  
"Fan of Freddie's Place"

22 Kyra Lau  
Grade 12  
"Day at the Beach"

23 Roselynn Rodriguez  
Grade 10  
"Roses Electric"



Beth Goldstein, Department Chair  
Miami Springs High  
bethart@dadeschools.net

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## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, April 25, 2022 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Roger Pou

Chief of Police Armando Guzman

City Planner Chris Heid (via Zoom)

Recreation Director Omar Luna

2. **Invocation:** Offered by Councilwoman Jacky Bravo  
**Pledge of Allegiance:** Audience participated in leading the pledge.
3. **Agenda / Order of Business**
4. **Awards & Presentations: None at this time.**
5. **Open Forum:** The following members of the public addressed the City Council: Kaylynn Diaz, 224 Carlisle Drive; and Alisa Trujillo, 721 Lenape Drive.
6. **Approval of Council Minutes:**

A) April 11, 2022 – Regular Meeting

Mayor Mitchell offered a friendly amendment to the minutes, under Mayor Mitchell's Council comments, "Mayor Mitchell offered a friendly amendment to the minutes, under Mayor Mitchell's Council comments, "Mayor Mitchell recognized the Miami Springs Woman's Club and Emily Ordinsky Katie Wardenski, Carpenter and Juan Calvo, Architect who built a Little Free Library replica of the Woman's Club building. It is located

on Park Street in front of the library Woman's Club to encourage reading and sharing of books in our community. The Mayor said she was humbled and honored that the Woman's Club dedicated the Little Library to her, a the first female mayor of the city. She expressed her deepest condolences to the Michael Finney family for their loss. Mr. Finney was the CEO and President of the Beacon Council, and a member of the Miami Springs Business and Economic Task Force. He will be greatly missed in South Florida."

Councilman Best moved to approve the corrected minutes of the April 11, 2022 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

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

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of An Electronic Key Management System For The City's Police Department From Marcon International, Inc. D/B/A KEYper Systems In An Amount Not To Exceed \$14,189.94; 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 Issuance Of A Purchase Order For Rental Of Undercover/Unmarked Police Vehicles To Enterprise Leasing Company Of Florida, LLC In An Amount Not To Exceed \$15,598.75 For Fiscal Year 21/22 And An Amount Not To Exceed Budgeted Funds For Fiscal Year 22/23 By Utilizing The Terms And Conditions Of City Of Coral Springs Bid #17-C-053, Undercover Rental Services For Se FI Governmental Purchasing Cooperative Group, Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; 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 60 Generation 5 Glock 17 Semi-Automatic Pistols From Lawmen's Shooter's Supply, Inc. In An Amount Not To Exceed \$17,312; Providing For Authorization; Declaring Certain Equipment As Surplus Property; 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 BTS Land Services, Corp. In An Amount Not To Exceed Budgeted Funds For Tree And Palm Trimming Services Utilizing The Terms And Conditions Of The City Of Hallandale Beach Request For Quotes Entitled "City-Wide Tree Trimming, Pruning, Removal, And Stump Grinding Services FY2022, 2023, 2024" Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; 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, Selecting Mario’s Painting And Services, Inc. For The Exterior Painting Of The City Of Miami Springs Community Center Pursuant To Invitation To Bid No. 02-21/22; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed \$51,922.50; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Memorandum Of Agreement With The Florida Division Of Emergency Management To Provide A Mass Emergency Notification System For The City At No Cost To The City; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

**Councilman Best moved to approve the Consent Agenda. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.**

**10. Old Business:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Encouraging Residents, Individuals Using Or Renting Public Facilities, And Businesses To Use Environmentally-Friendly Or Reusable Alternatives To Single-Use Plastics And Expanded Polystyrene Food Service Articles; Providing For Authorization; Providing For Implementation; Providing For Transmittal; And Providing For An Effective Date

**City Manager William Alonso read the Resolution by title and the staff memo for the record.**

**Mayor Mitchell requested that some suggested language be provided along the lines of adding “businesses” before facility rentals and slightly tweaking the title. It was the general consensus of the City Council to approve the suggestion.**

**Councilman Best moved to approve the Resolution essentially in the form as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.**

B) Discussion of Mural Regulations

**City Council discussed the possibility of regulating murals, Councilwoman Bravo moved to prohibit murals in the City. The motion died due to a lack of second. The City Council further discussed the issue and the City Attorney addressed their concerns, Councilwoman Bravo moved to prohibit murals in the NW 36<sup>th</sup> Street district, Vice Mayor Fajet seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilwoman Bravo, and Mayor**

**Mitchell voting Yes; Councilman Best and Councilman Vazquez voting no.**

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing A Payment-In-Lieu-Of-Parking-Fee Pursuant To Section 150.070.1, “Miami Springs Overlay Gateway District,” Of The City’s Code Of Ordinances; Providing For Implementation; And Providing For An Effective Date

**City Manager William Alonso read the Resolution by title.**

**After some discussion, Councilman Vazquez moved to approve the Resolution as read. Councilman Best seconded the motion, but later amended the second increasing the amount per parking space to \$25,000.00; Councilman Vazquez accepted the amendment, which then failed 2-3 on roll call vote. The vote was as follows:: Councilman Best and Councilman Vazquez voting Yes; Councilwoman Bravo, Vice Mayor Fajet, and Mayor Mitchell voting No.**

**Discussion continued, the City Council requested that City Staff evaluate the item further and deferred the item to a future meeting for further consideration.**

B) Discussion of options with Pickleball program

**City Manager William Alonso read the staff memo. Recreation Director Omar Luna was available to answer the Council’s questions. After some discussion, City Staff stated that they will bring back the layout of a tennis center if moved to the Miami Springs Golf and Country Club. It was the general consensus of the City Council to discuss this item at a future meeting.**

**12. Other Business: None at this time.**

**13. Reports & Recommendations:**

A) City Attorney

**City Attorney Haydee Sera had no report at this time.**

B) City Manager

**City Manager William Alonso had no report at this time. Assistant City Manager Tammy Romero provided a verbal list of upcoming City meetings and events, which may also be found on the City’s website.**

C) City Council

**Councilman Vazquez stated that he recently attended the Education Advisory Board meeting and said the board looks forward to updating the City Council at a future meeting. He stated that he would like to work on something for veterans**



and those serving military forces in the City, a pool day for their families to enjoy and similar activities. Councilman Vazquez was proud to announce that his daughter graduated with a Bachelor's in Hospitality and Tourism, and is looking to seeking her Master's soon.

Vice Mayor Fajet had no report at this time.

Councilwoman Bravo hopes to see the Architectural Review Board be fully appointed so they may start working on a variety of things for the City. She had no further report at this time.

Councilman Best expressed that there was good discussion this evening. He stated that he will be doing the announcing at FIU for the Miami Springs Senior High School Baseball game this weekend. He attended the Senior Center Pioneer Dinner on Saturday and had a great time, he also recognized the loss of Lions Club member Fred Droulliard, Councilman Best expressed his condolences to the Droulliard family.

Mayor Mitchell was thrilled to have passed the Styrofoam Resolution this evening especially during April, which is Earth Month. She also congratulated the sitting Council on their anniversary for serving since being elected to their seat last year.

#### **14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 9:55 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 9<sup>th</sup> day of May, 2022.*

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*Maria Puente Mitchell, Mayor*

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



# AGENDA MEMORANDUM

**Meeting Date:** May 9, 2022

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Armando Guzman, Chief of Police

**Subject:** LETF Purchase – Microsoft Office 365 G1 & G3 Licenses for the Police Department

**Recommendation:** Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to SHI (quote attached), utilizing Omnia Partners – IT Solutions contract with the City of Mesa, contract #2018011-02 (attached), for the remainder of their contract term, including any extensions through February 28, 2025, in an amount not to exceed \$9,025.25, for 50 Microsoft Office 365 GCC G1 licenses at \$5,340.50 per/year and 15 Microsoft Office 365 GCC G3 licenses at \$3,684.75 per/year, in the FY21/22 Budget pursuant to Section §31.11 (E)(5) of the City Code, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund.

**Discussion/Analysis:** This email system fulfills the Police Department’s need for a more dependable system, providing for reliable uptime and comprehensive security. Microsoft Office 365 GCC G1 and G3 licenses will provide for further safekeeping on data and offers monitoring tools for incident response in a cost-effective manner. Furthermore, the department’s IT specialist is able to perform a one-time migration in-house, that will assist in setting up secure usernames and passwords, for all Police personnel and will transfer all content from the prior email system (emails, contacts, etc.) to the new system for suitable data retention.

**Federal Statute:** Civil Asset Forfeiture reform Act, PL 106-185.

**Submission Date and Time:** 04/05/2022 11:08am

<p><b><u>Submitted by:</u></b></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Ariadna Quintana</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b><u>Funding:</u></b></p> <p>Law Enforcement Trust Funds- Dept./ Desc.: <u>Operating Supplies</u></p> <p>Account No.: <u>650-2010-521.52-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>N/A</u></p> <p>Current request: \$ <u>9,025.25</u></p> <p>Total vendor amount: \$ <u>9,025.25</u></p>
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**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC G1 AND G3 LICENSES FROM SHI INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED \$9,025.25 FOR FISCAL YEAR 2022 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS CONSISTENT WITH THE TERMS AND CONDITIONS OF THE CITY OF MESA, ARIZONA, CONTRACT NO. 2018011-02 PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) desires to obtain 50 Microsoft Office 365 GCC G1 licenses and 15 Microsoft Office 365 GCC G3 licenses for the City Police Department’s e-mail system (the “Licenses”); and

**WHEREAS**, the City of Mesa, Arizona, issued Request for Proposals No. 2018011 for Information Technology Solutions and Services (the “RFP”), which solutions and services include the provision of Licenses, and competitively awarded Contract No. 2018011-02 (the “City of Mesa Contract”) to SHI International Corp. (the “Vendor”) pursuant to the RFP; and

**WHEREAS**, the Vendor has provided the City with a quote, consistent with the terms of the City of Mesa Contract, for the Licenses in an amount not to exceed \$9,025.25, which quote is attached hereto as Exhibit “A” (the “Quote”); 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 Code, the City Council wishes to approve the purchase of the Licenses and authorize the City Manager to issue a purchase order for the Licenses from the Vendor consistent with the terms and conditions of the City of Mesa Contract and the Vendor’s Quote; 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 Licenses from the Vendor.

Section 3. Authorization. That the City Manager is authorized to issue a purchase order for the Licenses consistent with the terms and conditions of the City of Mesa Contract and the Quote in an amount not to exceed \$9,025.25 for fiscal year 2022 and in an amount not to exceed budgeted funds in future fiscal years.

Section 4. Implementation. That the City Manager is authorized 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 and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That 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:

Vice Mayor Dr. Walter Fajet
Councilman Bob Best
Councilwoman Jacky Bravo
Councilman Dr. Victor Vazquez
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 9th day of May, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

\_\_\_\_\_



**EXHIBIT A**  
**VENDOR'S QUOTE**



Pricing Proposal  
 Quotation #: 21880896  
 Created On: 4/13/2022  
 Valid Until: 4/30/2022

## City of Miami Springs

### Jorge Fonseca

201 Westward Drive  
 Miami Springs, FL 33166  
 UNITED STATES  
 Phone: (305) 805-5021  
 Fax:  
 Email: [fonsecaj@miamisprings-1.gov](mailto:fonsecaj@miamisprings-1.gov)

## Inside Account Executive

### Alejandro Cortes

300 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 800-527-6389 EXT 652-0307  
 Fax:  
 Email: [alejandrocortes@shi.com](mailto:alejandrocortes@shi.com)

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Office 365 GovG1 User Microsoft - Part#: AAA-11646 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Software; ESD; 1 Yr	50	\$106.81	\$5,340.50
2 Microsoft Office 365 (Plan G3) - Subscription license - 1 user - hosted - MP/SA Microsoft - Part#: AAA-11650 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Software; ESD; 1 Yr	15	\$245.65	\$3,684.75
		<b>Total</b>	<b>\$9,025.25</b>

### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-2439576; CAGE 1HTFD

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.





# AGENDA MEMORANDUM

**Meeting Date:** May 9<sup>th</sup>, 2022

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Tammy Key, Senior Center Manager

**Subject:** Acoustical Panels at Senior Center

**RECOMMENDATION:**

Recommendation by Recreation that Council approve an expenditure, in an amount not to exceed \$12,860.80 to Amion Enterprises International Corp., the lowest responsible quote after obtaining three written quotes (attached), for the purchase and installation of Whisperwave Acoustical Foam Panels with fabric finishes for the Senior Center lobby, pursuant to Section §31.11 (C)(2) of the City Code, as funds were budgeted using ARPA funds (approved by Council on December 13, 2021).

**DISCUSSION:**

The Adult Community Centers lobby is not equipped with the hearing loop system and because the ceilings are vaulted and so high there is an echo in this area. Our clients with low or difficulty hearing have trouble hearing one another. The addition of the Whisperwave acoustic foam panels will reduce the echo in the room and will help resolve this issue. These fabric-wrapped wavy insulation panels (color to be determined by staff) will be adhered to the east and west walls in a single row/line just below the decorative windows in the lobby. The panels are designed to look like a wave, varying in thickness from 1” to 2”. The three quotes received are from Amion Enterprises Intl. at \$12,860.80; Acousti Engineering Co. at \$13,125.00; and Sonic-Shield at \$20,750.00.

Funding for this project will come from the use of ARPA funds.

**Submission Date and Time:** 4/22/2022 12:19 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: _____	Dept. Head: _____	Dept./ Desc.: _____
Prepared by: _____	Procurement: _____	Account No.: _____
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>\$0</u>
		Current request: \$ <u>\$12,860.80</u>
		Total vendor amount: \$ <u>\$12,860.80</u>

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF WHISPERWAVE ACOUSTICAL FOAM PANELS FOR THE ADULT COMMUNITY CENTER FROM AMION ENTERPRISES INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED \$12,860.80; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) desires to purchase and install Whisperwave Acoustical Foam Panels for the City’s Adult Community Center (the “Services”); and

**WHEREAS**, in accordance with Section 31-11(c)(2) of the City’s Code of Ordinances (the “Code”), the City requested three quotes to purchase the Services, anticipating that the good faith estimate total cost would not exceed \$25,000; and

**WHEREAS**, Amion Enterprises International Corp. (the “Contractor”) submitted the lowest quote in the amount of \$12,860.80 for the Services, a copy of which is attached hereto as Exhibit “A” (the “Quote”); and

**WHEREAS**, pursuant to the procurement process and the recommendation of the City Manager, the City Council desires to approve the purchase of the Services from the Vendor consistent with the Quote in an amount not to exceed \$12,860.80 pursuant to Section 31-11(c)(2) of the City Code; 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 purchase of the Services pursuant to Section 31-11(c)(2) of the City Code.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to purchase the Services from the Vendor consistent with the terms and

conditions of the Quote attached hereto as Exhibit "A," and to expend budgeted funds in an amount not to exceed \$12,860.80.

**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:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of May, 2022.

ATTEST:

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

\_\_\_\_\_  
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



To: City of Miami Springs  
Attn: Tammy L. Key  
Phone: 305-805-5160  
Email: keyt@miamisprings-fl.gov  
Job: **Miami Springs Senior Center – Wall Panels**

Date: **04/26/22 REVISED**  
Address: 101 Apache Street  
Plan Date: N/A  
Addendum(s):  
Architect: N/A

Thank you for allowing Acousti Engineering the opportunity of bidding this project for you. The pricing below is based on bid documents dated 11/05/21. All work bid is per these documents unless otherwise noted in this proposal.

- **09520 – ACOUSTICAL Wall Panels-Whisperwave** **\$13,125.00**

**BASE BID VALUE** - **\$13,125.00**

Scopes, terms, conditions, and qualifications as specifically outlined in Acousti’s proposal shall be considered included and incorporates all conditions of said proposal with the clear understanding that they are part of the Agreement. Purchaser’s acceptance of the intent of this proposal whether by this form or otherwise incorporates all conditions of this proposal. Subject to purchaser’s acceptance by an authorized office or agent, within Thirty (30) days from date hereof.

Respectfully Submitted,

Acousti Engineering Company

\_\_\_\_\_  
JP Acosta, Project Manager

Initial: \_\_\_\_\_



**QUALIFICATIONS: Acoustical Wall Panels**

- A. Acoustical wall panel work to take place in Lobby/Lounge #102
- B. Acoustical wall panels to be installed on east and west walls of the lobby at an elevation of 9’.
- C. Total Quantities:
  - a. 2’x4’x2” panels (52 Panels) – 4/ctn = 13 cartons total.
- D. All panels to be Pinta-acoustic – Whisperwave Direct Apply Glued Panels 2x4x2”: Premium COLOR
- E. All panels to be 2” thick .
- F. All panels to be installed using PA-02 adhesive as per manufacturers recommendations
- G. Work to be performed during regular business hours.
- H. Scissor lift is not included for installation. All installation to be installed using standard scaffolds.

Initial: \_\_\_\_\_

**CONDITIONS**

- (1) So that we may ship material and organize our erection crew, purchaser shall notify us in writing at least four weeks before the building is ready for our work with work progressed to the extent that all our work can be done in one continuous operation.
- (2) Purchaser shall make no charge against us for liquidated damages, clean-up, hoisting, watchman, telephone, broken glass, light, rubbish removal, or insurance. We will remove only that rubbish caused by us and pay for breakage caused by the negligence of our men.
- (3) Purchaser shall furnish no labor or materials for us on our account without our written order, prior to the action.



- (4) This proposal is based upon all labor being performed during regular hours of work. You shall pay us all additional costs, including insurance and overhead costs, of any overtime work, that may be requested by purchaser or his agent.
- (5) Purchaser shall bear the risk of any loss or damage to materials delivered to the premises or installed by us, whether such loss or damage results from theft, misuse, fire, flood, or any other cause except our own negligence, and the purchaser shall reimburse us for any such loss or damage.
- (6) We shall not be liable for any damages or delays caused by strikes, lockouts, embargoes, fires, car shortage, floods, tornadoes, accidents, inability to obtain materials from our regular sources of supply, or other causes beyond our reasonable control, and the time for delivery of materials or doing the work hereunder shall be extended for the time of delay or reason of any said causes.
- (7) Purchaser shall furnish to us, without charge, a sufficient quantity and flow of water and sufficient electrical service for our equipment at convenient locations at working levels, and satisfactory storage space in the building from which we will not be required to remove our material except as required in our work. If a railroad siding is on the premises, we are to have free use of same within 150' of building.
- (8) Purchaser shall furnish us with a complete set of plans, specifications, and addenda at least ten (10) weeks before building will be ready for our work.
- (9) All trash to be placed in dumpster to be supplied by others and placed on site.
- (10) Acousti Engineering Company of Florida assumes all liability for the collection and payment of Social Security and Unemployment Compensation Taxes on its employees.
- (11) None of the material furnished under this contract shall be subjected to a temperature of higher than 140 degrees Fahrenheit.
- (12) If this is a contract for a complete installation of our materials, we will pay all sales and/or use taxes in effect at the date of the Proposal. Any other or additional taxes will be paid by the Purchaser. If this is a contract for material sales only, purchaser will pay all sales and/or use taxes.
- (13) Purchaser shall provide adequate protection for our finished work.

**TERMS**

- (1) Payment of the aforementioned price, together with payment of any extras that may be agreed upon between us, shall be made by purchaser to us as follows: On or before the tenth (10th) day of each month, ninety per cent (90%) of the value of the materials delivered upon the premises and the work performed during the next preceding calendar month. Final payments shall be made within thirty (30) days after the completion of our work embodied in the proposal. If an account of delays by purchaser or other trades or for any cause beyond our reasonable control, we are unable to complete our work, purchaser shall pay us in full on or before the tenth (10th) day of the calendar month following the month in which the work was suspended, for all materials delivered or in transit, and work performed by us up to the time of suspension of the work. If payments are not made in accordance with the terms hereof, it is agreed that interest on said unpaid balances at the maximum legal rate of interest prescribed by the laws of the State of Florida will become due for the period of default, and at our election we may suspend work until such payments are made, and all costs or expenses incurred by us in collecting any sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by purchaser. All provisions of this contract shall be construed in accord with the laws of the Florida.
- (2) A performance bond or other bond, if desired by the purchaser, shall be provided at your expense.
- (3) We will not accept consequential damages as part of this agreement & waive them mutually.  
There are no promises, agreements, or understandings, between purchaser and us, not contained in this agreement.

**ACCEPTANCE**

This proposal is subject to final approval by an authorized agent or officer of Acousti Engineering Company following acceptance by purchaser. Only when so accepted and finally approved shall this proposal constitute a contract between us.

**ACCEPTED:**  
Contracting Company

**APPROVED:**  
Acousti Engineering Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature (Acousti)

Print \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



# AGENDA MEMORANDUM

**Meeting Date:** 5/9/2022

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Tammy Romero, Assistant City Manager

**Subject:** Design, Bid, and Construction Services for the Miami Springs Golf and Country Club Golf Course Renovation Project

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## **REQUEST:**

Recommendation that Council adopt the attached resolution authorizing the issuance of a work order to the City's engineers, Bermello, Ajamil and Partners, Inc. (B&A) (the "Consultant"), for providing design, bid, and construction services for the Miami Springs Golf and Country Club Golf Course Renovation Project (the "Project"), consistent with the Consultant's existing continuing services agreement with the City and the Consultant's proposal, in an amount not to exceed \$250,933.00.

## **DISCUSSION:**

On March 8, 2021, 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.

City staff is seeking professional services to assist with design, bid, and construction services (the "Services") for the Miami Springs Golf and Country Club Golf Course Renovation Project (the "Project"). City Staff has determined that B&A is best suited to provide the Services and has obtained and negotiated a proposal with their subconsultants (Jan Bel Jan Golf Course Design, Inc. and M.G. Vera & Associates), in an amount not to exceed \$250,933.00 in accordance with the Agreement (the "Proposal"). *A copy of the Proposal is attached as Exhibit A to the Resolution.*

The Project is intended to: address improvements to the putting greens to United States Golf Association (USGA) recommendations; create chipping greens; design short courses between the practice range and #10; create additional tees; improve playability to encourage more women, children, seniors, and families; improve bunkers; reshape some of the fairways; re-grass; and add landscape design features throughout the entire course.

The Consultant's (and subconsultants') Services for the Project include: surveying all existing greens and tees, golf course design services, preparation of construction documents, providing for bidding and construction administration, and project management and coordination throughout all phases of the renovation of the golf course.

As noted in Consultant's Proposal, the Services do not include civil engineering services. When the subconsultant, Jan Bel Jan Golf Course Design, Inc., completes the draft design documents, the Consultant will provide a proposal for the civil engineering services, which will be presented to Council for approval (if needed pursuant to the City's purchasing policy) prior to issuance of a work order for civil engineering services for the Project.

In addition, the Consultant's Proposal includes providing an opinion of probable cost for construction of the Project. Once the estimated construction cost is known and the construction documents are ready, the City will issue two solicitations:

- 1) an Invitation to Bid (ITB) for the construction; and
- 2) a Request for Proposal (RFP) for bank financing to cover the cost of the Project.

It is anticipated that the solicitations will be issued in July and a recommendation for award will come before Council at a meeting in late August or early September of 2022.

The Consultant's Services are anticipated to be completed by November 2022 and the Golf Course will remain open for business. Construction is anticipated to begin in March of 2023 and the Golf Course will be closed and will remain closed for eight months until construction is completed in October 2023.

#### **FISCAL IMPACT:**

The Proposal was prepared in accordance with City recommendations discussed during the December 13, 2021 Council meeting. The overall estimated cost of the Project is \$3.5 million. ARPA funds of \$280,000 are allocated for payment of the construction and the balance of \$3,220,000 will be financed. Exact amounts will be determined once we have received responses to the solicitations, as mentioned above.

The design costs of \$250,933 will come from this fiscal year's fund balance and be replenished once the new bank financing is completed.

Funding for the Project construction costs will be included in the City's Fiscal Year 2022-2023 budget, since the Project will not break ground until 2023.



**RESOLUTION NO. 2022-\_\_\_\_\_**

**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 DESIGN, BID, AND CONSTRUCTION SERVICES FOR THE MIAMI SPRINGS GOLF AND COUNTRY CLUB GOLF COURSE RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED \$250,933.00; PROVIDING FOR IMPLEMENTATION; 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**, in accordance with the terms of the Agreement, the City solicited a proposal for design, bid, and construction services (the “Services”) for the Miami Springs Golf and Country Club Golf Course Renovation Project (the “Project”); and

**WHEREAS**, the Project is intended to: address improvements to the putting greens to United States Golf Association (USGA) recommendations; create chipping greens; design short courses between the practice range and #10; create additional tees; improve playability to encourage more women, children, seniors, and families; improve bunkers; reshape some of the fairways; re-grass; and add landscape design features throughout the entire course; and

**WHEREAS**, the Consultant and the City have negotiated a proposal for the Consultant to perform the Project Services in an amount not to exceed \$250,933.00, which is attached hereto and incorporated herein as Exhibit “A” (the “Proposal”); and

**WHEREAS**, the Consultant’s Proposal provides that as part of the Project the Consultant shall provide a survey of all existing greens and tees, golf course design services, preparation of construction documents, bid and construction administration services, and project management and coordination services; and

**WHEREAS**, the City Council wishes to authorize the City Manager to issue a work order to the Consultant for the Project, consistent with the Proposal and the Agreement,

in an amount not to exceed \$250,933.00; 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 authorizes the City Manager to issue a work order to the Consultant for the Project Services, consistent with the Proposal attached hereto as Exhibit "A" and the Agreement, in an amount not to exceed \$250,933.00.

**Section 3. Implementation.** That the City Council hereby authorizes the City Manager and City Attorney to take any action that is reasonably necessary to implement the purpose of this Resolution.

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

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

Vice Mayor Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL, MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK

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

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

**Exhibit "A"**

Bermello Ajamil & Partners, Inc. Proposal dated April 25, 2022 for the  
Master Plan for Renovation of the Miami Springs Golf Course

Ms. Tammy Romero  
Assistant City Manager  
**CITY OF MIAMI SPRINGS**  
201 Westward Drive  
Miami Springs, FL 33166

April 25, 2022

**Re: Fee Proposal for Master Plan for Renovation of the Miami Springs Golf Course**

Ms. Romero,

B&A is pleased to submit this fee proposal for the Master Plan for Renovation of the Miami Springs Golf Course including golf course improvements, land surveying and project management services.

**PROJECT DESCRIPTION**

The project site is located at 650 Curtiss Parkway in Miami Springs, Florida. Established in 1923, this 18 hole golf course features 6,755 yards of golf from the longest tees for a par 71.

**PROJECT GOALS – SCOPE OF WORK**

As requested by the City, the following are the goals for the renovation of the golf course.

- Improve the putting greens by constructing greens to USGA recommendations and smoothly blending the surrounds to them while maintaining the design integrity, strategy and playability.
- Retain the same general sizes, shapes, and contours of 17 playing greens to stay within the confines of the greens' irrigations loops and re-locate #14 green because of a well location.
- Relocate two putting greens at the entrance to the clubhouse to safer areas near #1 and #10 Tees.
- Create a Chipping Green.
- Design a Short Course between the Practice Range and #10.
- Retain existing irrigation except where modifications are needed for greens and tees.
- Repurpose spent greens mix to raise the elevations of low areas and create additional tees.
- Create additional tees and tee surfaces to spread wear, to improve pace of play, and to encourage and welcome more women, children, seniors, and families.
- Repurpose, as practicable, spent sod from greens, tees and bunker surrounds as bury mounds for separation.
- Evaluate bunkers for strategy.
- Repurpose sand excavated from bunkers to topdress fairways.
- Improve bunker playability and maintainability by installing drainage and new bunker sand.

- Reshape several fairway bunkers to meet the strategic needs of current and future golfers.
- Re-grass areas currently mowed as fairways plus a ten-foot (10') wide perimeter.
- Evaluate Practice Area (Driving Range) and expand and level the practice tee, and shape target greens and drainage swales in the practice fairway.
- Create landscape designs in specified locations for strategy, screening, and aesthetics.
- Remove invasive vegetative species in specified locations and repurpose, as practicable, as bury mounds for separation.
- Create a plan that will assist the Club in recognizing the various features to be addressed and that will assist the Contractors in bidding the work and in working efficiently to complete the Project.

## PROJECT TEAM

The BA Team, including golf course architect, Jan Bel Jan, and surveyor, MG Vera & Associates, will provide professional services and have the following responsibilities on this project.

### **BERMELLO AJAMIL AND PARTNERS (BA)**

BA will provide overall project management and coordination with the City and its consultants throughout all phases of the project from inception to project completion. BA will attend all meetings with the City and site visits as required for successful completion of the project.

### **JAN BEL JAN**

Jan Bel Jan will provide golf course design services, prepare construction documents, provide bidding and construction administration services. See attached fee proposal.

### **MG VERA AND ASSOCIATES**

MG Vera and Associates will provide surveying services for all existing greens and tees in the golf course.

## PROJECT SCHEDULE

Assuming a start date of May 2<sup>nd</sup>, 2022:

**Draft Plan Set** - May 2 through June 30 2022 (2 months)

**Bid Services** – July 1 thru September 30 2022 (3 months)

**Final Plan Set** – October 3 thru November 30 2022 (2 months)

**Construction** – March 1 thru October 31 2023 (8 months)

## PROFESSIONAL SERVICES

The BA Team will provide the following professional services in relation to this project. Project scope shall be as detailed in the consultant's fee proposals.

- Project Management
- Surveying
- Golf Course Design

- Construction Documentation
- Bidding Services
- Construction Administration

## PROFESSIONAL SERVICES FEES

Based on the attached described Scope of Work, we have determined the compensation for services rendered on a lump sum basis of **Two Hundred Forty Five Thousand Nine Hundred Thirty Three Dollars (\$250,933)**.

	<u>Total Fee</u>
Bermello Ajamil and Partners	\$ 30,000
Jan Bel Jan Golf Course Design	\$ 150,000
MG Vera and Associates	\$ 70,933
<b>Total</b>	<b>\$ 250,933</b>

### Billing

We will bill on a monthly basis based on percentage of completion of the above mentioned services. Reimbursable expenses shall be as dictated in the prime agreement.

### Exclusions/Clarifications:

1. Quoted fees are for the scope of services detailed in this proposal and subconsultant proposals only.
2. Civil engineering services (including site grading, cut/fill, etc.) are excluded from this proposal. A fee proposal shall be provided once the design documents have been completed and civil engineering scope has been determined.

Let me know if you have any questions regarding this proposal. As always, the B&A Team looks forward to working with you on this very important project for the City.

Regards,



Jorge Ferrer  
Partner/Project Manager

Cc: Project File



Member – American Society of Golf Course Architects

## Miami Springs Golf & Country Club Proposal for Master Plan for Renovation of the Golf Course

April 25, 2022

This is a Proposal for preparing a **Master Plan for Renovation of the Miami Springs Golf & Country Club golf course** (hereinafter referred to as “**Project**”) for the *City of Miami Springs* (hereinafter referred to as “**City**”) by *Jan Bel Jan Golf Course Design, Inc.* (hereinafter referred to as “**Consultant**”) under the administration of *Bermello Ajamil & Partners* (hereinafter referred to as “**Project Manager.**”) Based on input from the a “Request For Proposal” and from golf course and city administrative representatives, the intent is to retain the overall sizes and contours of the greens and the overall the strategy of the golf course design while modernizing the course and practice range to contemporary standards.

The **goals** of the **Master Plan for Renovation of the Golf Course** are:

- Improve the putting greens by constructing greens to USGA recommendations and smoothly blending the surrounds to them while maintaining the design integrity, strategy and playability
- Retain the same general sizes, shapes, and contours of 17 playing greens to stay within the confines of the greens’ irrigations loops and re-locate #14 green because of a well location; relocate two putting greens at the entrance to the clubhouse to safer areas near #1 and #10 Tees; create a Chipping Green; and design a Short Course between the Practice Range and #10.
- Retain existing irrigation except where modifications are needed for greens and tees
- Repurpose spent greens mix to raise the elevations of low areas and create additional tees
- Create additional tees and tee surfaces to spread wear, to improve pace of play, and to encourage and welcome more women, children, seniors, and families
- Repurpose, as practicable, spent sod from greens, tees and bunker surrounds as bury mounds for separation
- Evaluate bunkers for strategy
- Repurpose sand excavated from bunkers to topdress fairways
- Improve bunker playability and maintainability by installing drainage and new bunker sand
- Reshape several fairway bunkers to meet the strategic needs of current and future golfers
- Re-grass areas currently mowed as fairways plus a ten-foot (10’) wide perimeter
- Evaluate Practice Area (Driving Range); expand and level the practice tee, and shape target greens and drainage swales in the practice fairway
- Create and install landscape designs in specified locations for strategy, screening, and aesthetics
- Remove invasive vegetative species in specified locations and repurpose removed vegetation, as practicable, in bury mounds for separation
- Dredge two small ponds north of Clubhouse with excavated material to be used in bury mounds
- Create a plan that will assist the City in recognizing the various features to be addressed and that will assist the Contractors in bidding the work and in working efficiently to complete the Project
- With these goals in mind, Consultant proposes the following:



## I. CONSULTING SERVICES

### 1. **General Scope of Consulting Services**

Consultant agrees to provide golf course design services specifically to:

- a. Coordinate with the City, its advisors and consultants, and Project Manager to create the “Master Plan for Renovation of the Golf Course”
- b. Perform a *Hole-by-hole Analysis*. To be most effective, this will be with the assistance of City’s golf course representative(s). Base plans will be created using maps provided by the City. If no base plans are available, the most recently issued Google Earth aerial photos will be used. Up to three (3) site visits will be made to collect sufficient existing conditions data.
- c. Create plans with proposed improvements/recommendations for greens complexes, tees, bunkers, and fairways, and create construction documents
  - Review greens for limits of disturbance, including greenside bunkers and slopes, and relocating #14 green and its surrounds
  - Review locations to repurpose spent greens mix, including additional tee surfaces
  - Review each hole for possible bury pits/mounds for spent turf and removed invasive species vegetation
  - Coordinate with Project Manager and the City in reviewing the Draft Plan Set before creating the Final Plan Set
  - Prepare Greens Plans booklets reflecting existing conditions and proposed improvements to greens and surrounds. Use existing contour maps provided by City.
  - Create general landscape plans for specified areas, including locations, plant names, sizes, quality, and quantities
  - Create industry standard documents for landscape material procurement, installation and watering
  - Recommend qualified golf course contractors /bidders
  - Review the implementation of work with Project Manager during the construction phases approved by the City under the Project
- d. Conduct site visits in sufficient number during work to review implementation of the work.
- e. Attend all meetings reasonably necessary as related to Project.
- f. The proposed fee estimates the charges required to complete the Project as defined. For many projects, all activities are often initially not fully definable. As the Project progresses, the facts uncovered may alter the scope and consequently the cost of completion. Project Manager will inform Consultant and scope and fees can be agreed upon as required and approved by the City.

### 2. **Bidding Process Services**

Under the administration of Project Manager, Consultant agrees to:

- Provide Plan Set to Project Manager for release to qualified golf course contractors for bid
- Assist, as necessary, in a pre-bid meeting
- Assist, as necessary, in answering contractors’ questions during bidding

- Assist in bid review
- Assist in analyzing the bids and reviewing options with City representative(s)
- Assist, as requested, in hiring a contractor (“Contractor”) and arranging a date for mobilization to commence construction/installation

### **3. Site Visit Services**

Consultant shall visit and review the Project **on average twice weekly** or as reasonably requested by the City to examine the quality, progress, and other aspects of construction for compliance with the overall Plan Set, design intent and overall visual effect.

Such visits shall include:

- A pre-construction meeting with Project Manager, Contractor, and City representative(s) to evaluate and interpret construction details and specifications
- On-the-ground: detail the putting green features and surrounds with regard to strategy, elevations, subgrades, and finished grades; locate additional tees; review drainage relative to maintenance and playability; detail bunkers; coordinate grassing lines and sod locations with Contractor and City representative(s); detail bury pits for removed vegetation, spent sod, etc.
- Once weekly meetings including all parties involved in construction
- Review the work performed by the Contractor since the previous site visit
- Discuss the next items to be built by the Contractor on a hole-by-hole basis
- Review the schedule for completion with the City and the Contractor
- Flag positions for landscape material installation in specified locations
- Review landscape installation
- At the City’s /Project Manager’s request, attend meetings and/or make site visits beyond the aforementioned and bill on a time and materials basis agreed upon by the City/Project Manager and Consultant.
- Detail golf course during grow-in and prior to opening.

Visits to the site by the Consultant will be deemed complete once the scope of Contractor’s work is complete and the intent of the Plan Set has been satisfied.

### **4. Limitations Scope of Consulting Services**

The Work shall be limited to the designated golf course design items only. Consultant shall not be responsible for developing plans or monitoring and inspecting the construction of items outside the scope of the Consultant’s qualifications, including, but not limited to:

- |                                |                                    |
|--------------------------------|------------------------------------|
| -Engineering Work Items        | -Geological Services               |
| -Hydro-Geological Services     | -Irrigation Plans & Specifications |
| -Water Analysis                | -Soils Analysis                    |
| -Material Testing Lab Services | -Environmental Issues              |

### **5. Additional Services**

Consultant will assist the Project Manager in reviewing the monthly construction invoices and give its opinion to the best of its knowledge as to the accuracy of the billing as compared to the proposed scope of work. Project Manager will be responsible for final certification of Contractor invoices and in no event shall Consultant be deemed to have made any representation or warranty as to the accuracy of the invoices.

**6. Best Efforts**

Consultant shall use its best efforts to guard against defects and deficiencies in the work on the Project by the Contractor engaged in the construction of the Project without, however, becoming responsible for construction means, methods, techniques, sequences, procedures, or for guaranteeing the performance of the Contractor. Final approval of all specified materials (sand, peat moss, pipe, sprigs, sod, wire, etc.) shall be the responsibility of the Contractor, Project Manager, City, or Soil Testing Laboratory. Consultant assumes no responsibility for materials provided to the site by Contractor or City.

**II. CONSULTING FEE**

In consideration for providing the Consulting Services, Project Manager agrees to pay Consultant a fee calculated as \$150,000.00 (*One hundred fifty thousand dollars*) for Planning, Construction Documents and Site Visits:

1. This Fee will be billed:
  - 25% due upon completion of Draft Plan Set (Construction Documents) (*June 2022*)
  - 10% due upon completion of Bid Services (*September 2022*)
  - 15% due upon completion of Final Plan Set (*November 2022*)
  - 50% due in equal monthly installments during the months of pre-construction and construction (*March 2023 – October 2023*)
2. In addition to the Fee, the Project Manager agrees to reimburse Consultant for normal and customary out-of-pocket expenses incurred by Consultant including, but not limited to, travel (*mileage, meals, and overnight hotel - Hampton Inn or equal*), shipping and printing services.

**III. REFERENCE**

Consultant reserves the right to reference the “Project” in educational presentations or in marketing materials.

**IV. INDEMNIFICATION AND ADDITIONAL TERMS**

1. Project Manager and Consultant acknowledge that Consultant will have the authority to review the construction work to monitor compliance with the Plan Set and that Consultant may, where appropriate, recommend that Project Manager disapprove or reject any work as failing to conform to these documents. Notwithstanding the foregoing, Consultant will not be responsible for the performance or for any improper work by the contractor or any subcontractor performing any of the construction.
2. Consultant will not be required to supervise the performance of any contractor or subcontractor, or to make exhaustive or continuous on-site inspections to check the quality or techniques, sequences or procedures of construction, or the safety programs and precautions incident thereto

of the Contractor retained by City/Project Manager to do the work. Consultant will not be responsible for the Contractor’s failure to perform the construction in accordance with the Plan Documents

3. Prior to any earthwork or any plant removal/installation, whether based on plans or not, the City/Project Manager shall conduct the necessary analysis of construction areas to ensure that the areas are free from any underground utilities, pipes, wires, etc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written:

By: \_\_\_\_\_ Title: \_\_\_\_\_  
*Representative* *Bermello Ajamil & Partners – Project Manager*

Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: President  
*Jan Bel Jan, Florida Reg. LA 0000996* *Jan Bel Jan Golf Course Design, Inc.*

Date: \_\_\_\_\_



13960 SW 47<sup>th</sup> St, Miami, FL 33175  
t: 305.221.6210 | f: 305.221.1295  
[www.mgvera.com](http://www.mgvera.com)

Bermello Ajamil and Partners  
2601 S. Bayshore Drive, Suite 1000  
Miami, FL 33133

February 23, 2022

Project: City of Miami Springs Golf Course  
Project Limits: All Greens and Tee-Boxes

Dear Mr. Jorge Ferrer,

MGV appreciates the opportunity to provide our survey services for this project. Below is our scope of services for the Topographic Survey of the above referenced project. In addition to the specific scope items, all survey work will adhere to Miami - Dade County survey Guidelines and will comply with the Standards of Practices for Land Surveyors Rule 5J-17 F.A.C., Florida Statute 472.027

### **Survey Scope of Services**

The survey scope is derived with the intention of gathering sufficient survey data to prepare a 3D-Model of the tee-boxes and greens of the City of Miami Springs Golf Course. The proposed Topographic Survey Scope of work includes the following design survey task:

### **Horizontal Control and Vertical Control**

Horizontal Project Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 2011 Adjustment. Vertical Project Control will be established on the NAVD 88 vertical datum.

### **Topographic Survey / DTM (3D-Model)**

High-Definition 3D Laser Scanning Technology will be used in order to perform a Topographic Survey of the project limits stated above. A 3D-model will be submitted depicting the terrain in including all break-lines, high and low points, as well as grade changes, etc.

### **A Topographic Survey Map will be prepared consisting of the following:**

- Topographic Survey Cover Sheet
- Topographic Survey Key Sheet
- Topographic Survey Detail Sheets

**Deliverables**

- Storage device containing the following:
- Electronic Cad files (3D-Model) in AutoCAD Format, drawings to follow FDOT CAD format (line styles)
- Point Cloud file
- Point txt file using PNEZD format
- Certified surveyor's report
- 1 Signed and Sealed digital copy
- 4 hard copies signed and sealed (full size)

**Fees:**

MGV shall perform the Work detailed in this Proposal for a Lump Sum, not to exceed fee of seventy thousand nine hundred thirty-two dollars and fifty-five cents (\$70,932.55). Please refer to Survey Staff-Hour spreadsheet for our staff-hour and fee breakdown attached here-to.

We look forward to providing our services and please contact me if you have any questions or require additional information.

Sincerely,  
Manuel G. Vera & Associates, Inc.



Manuel G. Vera Jr. PSM

**ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT**

Name of Project: City of Miami Springs Golf Course  
 County: Miami - Dade  
 FPN:  
 FAP No.:

Consultant Name: Manuel G Vera and Assoc. Inc.  
 Consultant No.: N/A  
 Date: 2/23/2022  
 Estimator: Manny Vera

Staff Classification	Total Staff Hours From "SH Summary Firm"	SUR Chief Surveyor		SUR Senior Surveyor		SUR Principal Surveyor		SUR Survey/GIS/SUE Analyst 3		SUR Survey/GIS/SUE Analyst 2		SUR Survey/GIS/SUE Analyst 1		Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average	
		By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Cost By Activity	By Activity	Rate Per Task
27. Survey (Field & Office Support)	157	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	156	\$19,064	\$122.21
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	91	1	2	9	18	27	34	0	0	0	0	0	0	0	0	0	0	0	0	0	91	\$7,904	\$86.86
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>248</b>	<b>9</b>	<b>10</b>	<b>40</b>	<b>96</b>	<b>58</b>	<b>34</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>247</b>	<b>\$26,968.39</b>	<b>\$109.18</b>	
<b>Total Staff Cost</b>		<b>\$1,742.85</b>	<b>\$1,794.30</b>	<b>\$5,803.60</b>	<b>\$11,881.92</b>	<b>\$3,606.44</b>	<b>\$2,139.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$26,968.39</b>	<b>\$26,968.39</b>	

**SALARY RELATED COSTS:**

OVERHEAD: \$26,968.39  
 OPERATING MARGIN: \$0.00  
 FCOM (Facilities Capital Cost Money): \$0.00  
 EXPENSES: \$0.00  
**SUBTOTAL ESTIMATED FEE: \$26,968.39**  
 Survey (Field) 0 2-man crew days @ \$ 994.84 / day  
 Survey (Field) 32 3-man crew days @ \$ 1,373.88 / day  
 Utility Designate/Locate 0 2-man crew days @ \$ 1,172.59 / day  
 Utility Designate/Locate 0 3-man crew days @ \$ 1,669.97 / day  
 Utility Locates (Test Holes) 0.00 Test Holes \$450.00 / test hole  
**SUBTOTAL ESTIMATED FEE: \$70,932.55**  
 0 Days \$0 /day  
**LUMP SUM FEE: \$70,932.55**

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.



# AGENDA MEMORANDUM

**Meeting Date:** 5/9/2022

**To:** The Honorable Mayor Maria Puente Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Paul O'Dell, Golf and Country Club Director

**Subject:** Tropic Oil

**RECOMMENDATION:** Recommendation by Golf that Council waive the competitive bid process in the best interest of the City and approve an increase (of \$15,000.00) to the City's current open purchase order # 220199 with Tropic Oil, in an amount not to exceed \$50,000 for supply services of diesel and regular fuel for the golf carts and maintenance fleet at the Miami Springs Golf & Country Club as funds were budgeted in the FY21/22 Budget pursuant to Section §31.11 (E)(6)(g) of the City Code. Requires 4/5 vote by Council.

**DISCUSSION:** The request to increase the PO is a result of the rising costs of fuel required for the remainder of this fiscal year. Tropic Oil installed a free satellite tank monitor which has lowered the overall costs of fuel for the Golf & Country Club because our fuel storage tanks can only hold up to 1000 gallons, 500 gallons for unleaded and 500 gallons for dyed off road diesel, this new technology has allowed us to better monitor our fuel consumption, efficiency, and bring our costs down overall, resulting in savings of approximately \$15,600 this past year. Only fueling as needed when fuel levels measure below an overall threshold of 600 gallons (combined) as well as not having to pay for any delivery fees. In the event of a natural disaster or state of emergency Tropic Oil has agreed to supply us with a secondary/temporary fuel storage tank should our storage tank fail.

**Submission Date and Time:** 4/19/2022 12:13 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Golf</u>	Dept. Head: _____	Dept./ Desc.: <u>Golf Course Maintenance</u>
Prepared by: <u>Laurie Bland</u>	Procurement: _____	Account No.: <u>001-5708-572-5202</u>
Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>35,000.00</u>
		Current request: \$ <u>15,000.00</u>
		Total vendor amount: \$ <u>50,000.00</u>



RESOLUTION NO. 2022-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF SUPPLY SERVICES OF DIESEL AND REGULAR FUEL FOR THE MIAMI SPRINGS GOLF AND COUNTRY CLUB'S GOLF CARTS AND MAINTENANCE FLEET FROM TROPIC OIL COMPANY LLC ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$50,000; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the "City") is in need of supply services of diesel and regular fuel for the Miami Springs Golf & Country Club's golf carts and maintenance fleet (the "Supplies"); and

**WHEREAS**, the City has an open purchase order with Tropic Oil Company LLC (the "Vendor") for the Supplies, but due to rising costs of fuel, the City requires \$15,000 in additional funds in order to receive the Supplies for the remainder of the year; and

**WHEREAS**, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Supplies as being in the best interest of the City; and

**WHEREAS**, the City Council desires to approve the purchase of the Supplies from the Vendor on an as-needed basis consistent with the Quote attached hereto as Exhibit "A" (the "Quote") in an amount not to exceed \$50,000 pursuant to Section 31-11(E)(6)(g) of the City Code; 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 on an as-needed-basis consistent with the Quote in an amount not to exceed \$50,000 pursuant to Section 31-11(E)(6)(g) of the City Code.

**Section 3. Waiver.** That the City Council hereby waives the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the purchase of the Supplies as being in the best interest of the City.

**Section 4. 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 \$50,000.

**Section 5. 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:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
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

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE CITY'S TITLE VI NONDISCRIMINATION POLICY AND PLAN IN ACCORDANCE WITH TITLE VI, 42 U.S.C. § 2000D, OF THE CIVIL RIGHTS ACT OF 1964 AS REQUIRED TO RECEIVE FEDERAL PASS-THROUGH FUNDING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as a sub-recipient of federal funds, the City of Miami Springs (the "City") is required to adopt certain policies, such as the Title VI/Nondiscrimination Policy and Plan ("Title VI Plan"), attached hereto as Exhibit "A," by resolution to ensure compliance with Title VI, 42 U.S.C. § 2000d of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the Title VI Plan serves to ensure that users of various services funded through the Federal government are able to make anti-discrimination complaints and that procedures are in place for investigating, tracking, and providing administrative remedies to these types of complaints; and

**WHEREAS**, the City receives Federal funding and aid from various agencies, including: the Federal Emergency Management Agency, the Federal Highway Administration ("FHWA"), and the Federal Transit Authority ("FTA"), among others; and

**WHEREAS**, the FTA requires Title VI plans to be updated and approved by the governing body every three years; and

**WHEREAS**, on August 24, 2015, the City Council adopted Resolution No. 2015-3649 approving the City's Title VI Nondiscrimination Policy and Plan; and

**WHEREAS**, adopting the updated Title VI Plan attached hereto as Exhibit "A" will provide education to both the community and City staff and discourage discrimination on the basis of race, color, or national origin; and

**WHEREAS**, the Title VI Plan serves to ensure that users of the City's transit services are able to make anti-discrimination complaints and to have procedures in place for investigating, tracking, and providing an administrative remedy to these types of complaints; and

**WHEREAS**, in order to continue receiving federal pass-through funding from FDOT and other agencies, the City Council desires to approve the updated Title VI Plan; 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 Title VI Plan, attached hereto as Exhibit "A."

**Section 3. Implementation.** That the City Council is hereby authorized to take all actions necessary to implement the Title VI Plan and the purposes of this Resolution.

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

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

Vice Mayor Dr. Walter Fajet	_____
Councilwoman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

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

---

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

**CITY OF MIAMI SPRINGS  
TITLE VI NONDISCRIMINATION POLICY AND PROGRAM PLAN**

**INTRODUCTION**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d).

The City of Miami Springs is committed to ensuring that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any Miami-Dade County transit services on the basis of race, color, or national origin, as protected by Federal Transit Laws, Title 49, United States Code, Chapter 53 and in accordance with Title VI in Federal Transit Administration (FTA) Circular 4702.1.B.

**TITLE VI INFORMATION NOTICES**

Title VI information notices are prominently and publicly displayed at these locations: City Hall lobby, Police Department, Community Center, Golf Center, Senior Center, Public Works Department, Building & Zoning Department, Finance Department and Human Resources offices.

The name and contact information of the Title VI coordinator is available on the City’s website, at [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov). Additional information relating to the City’s nondiscrimination obligation is provided in this document.

Further information can be obtained directly from the City’s Title VI Coordinator:

Erika Gonzalez, City Clerk, Title VI Coordinator, City of Miami Springs  
201 Westward Drive, Miami Springs, Fl 33166  
305-805-5006

**RECORD KEEPING**

The Title VI Coordinator will maintain permanent records, which include, but are not limited to copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

**TITLE VI COMPLAINT PROCEDURES**

The complainant may file a signed, written complaint no later than 180 days after the date of the alleged discrimination. The complaint procedures are described in detail herein (see Appendix A). Each complaint should include the following information:

- Full name

- Mailing address
- Contact Information (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against, including location, names and contact information of any witnesses
- Other information that you consider significant.

The Title VI Complaint Form, (see Appendix B), may be used to submit the complaint information. The complaint may be filed in writing to the City at the following address:

City of Miami Springs  
Attention: Erika Gonzalez, City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166

The City encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. Complaints must be mailed to the Title VI Coordinator no later than 180 days after the date of the alleged discrimination.

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the City will be directly addressed by the Title VI Coordinator who shall also provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English.

Additionally, the City shall make every effort to address all complaints in an expeditious and thorough manner. A letter acknowledging receipt of complaint will be mailed within 7 days (see Appendix C). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

The City of Miami Springs will send a final written response letter (see Appendix D) to the complainant. If the complaint is found to be not substantiated (see Appendix E), the complainant is also advised of his or her right to:

- 1) Appeal within 7 calendar days of receipt of the final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the FTA.

Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

Once sufficient information for investigating the complaint is received by the City, a written response will be drafted subject to review by the City Attorney. If appropriate, the City Attorney may administratively close the complaint. In this case, the City will notify the complainant of the action as soon as possible.

In addition to the complaint process described above, a complainant may file a Title VI



complaint with the Federal Transit Administration (FTA) by email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or mail to:

Federal Transit Administration  
Office of Civil Rights  
Attention: Complaint Team  
East Building, 5th Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

### **LIMITED ENGLISH PROFICIENCY (LEP)**

The City of Miami Springs has a land area of 2.88 Square Miles. According to the 2020 Census, the City has an approximate total population of 13,859 people, composed of 1.8% African Americans, 77.7% Hispanic or Latino, 19.6% White and 0.9% other races. Of the City's population over the age of 5, 24.5% of residents speak English at home, 75.5% speak Spanish at home, (58% speak English very well and 42% speak English less than very well).

The City provides information in English and in Spanish when it is requested. Residents can request translations of documents that are in English. Most City departments have at least one or more employees that are bilingual and Spanish speakers are accommodated with a translator when requested. The City regularly disseminates information via its website and utility bills.

The City Title VI Policy and Complaint Procedures are hosted on the City's web page in English and made available in other languages as requested.

The City educates our staff and contractors on the following procedure (see Appendix F):

- a. Understanding the Title VI Policy and LEP responsibilities.
- b. How to access Title VI Policy and Procedures via the City's website.
- c. Document and resolve any language assistance deficiencies.
- d. The procedure if a Title VI and/or LEP complaint is filed.

The City will review LEP procedures annually to determine if modifications are needed to meet language assistance deficiencies.

### **ADA/504 STATEMENT**

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services and activities.

The City of Miami Springs will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The City will make every effort to ensure

that its advisory committees, public involvement activities and all other programs, services and activities include representation by the disabled community and disability service groups.

The City encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the City will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the City asks that requests be made at least 10 calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the City's ADA Coordinator: [Erika Gonzalez-Santamaria at 305.805.5006 or [gonzaleze@miamisprings-fl.gov](mailto:gonzaleze@miamisprings-fl.gov)], or designee Deputy City Clerk at 305-805-5007.

### **PUBLIC INVOLVEMENT/PARTICIPATION PLAN**

The City of Miami Springs seeks to engage the public in its planning and decision-making processes. Members of the public may make statements at City Council meetings, which occur the second and fourth Monday of every month. City Council agendas are available for review by the public no less than 2 days before Council meetings. Notices of proposed resolutions or ordinances under Council consideration are announced, as may be required by law, in print in local newspapers.

The City continuously seeks innovative methods to engage the public in its planning and decision-making processes, as well as its outreach activities. Recent outreach initiatives include:

- Public notices in local and county wide newspapers
- Miami Springs/Miami Springs Airport Area Chamber of Commerce
- Florida League of Cities
- On site posting

Ordinances and resolutions adopted by the City to apply for and utilize Federal and State grant funding are placed on the public hearing/meeting agenda and are subject to public notice and comment procedures.

The City and its records are available to the public and the City welcomes their input. The City's Title VI Complaint Procedure is available to the public via the City's website [www.miamisprings-fl.gov](http://www.miamisprings-fl.gov).

### **DECISION MAKING BODIES**

The City of Miami Springs does not have any transit related non-elected planning boards, advisory councils or committees. If any such planning or advisory councils or committees are established in the future, this plan will be amended to depict minority representation on such committees and to describe the efforts made to encourage participation of minorities on such committees.

### **TRANSIT PROGRAMS/SERVICE STANDARDS**

Excluding bus shelters, the City of Miami Springs does not have and/or operate any type of transit programs and/or services, therefore, the City does not have any Service Standards. Transit programs and/or services are provided and operated by Miami-Dade County Transit (MDT). You may contact Miami-Dade County Transit at [www.miami-dade.gov](http://www.miami-dade.gov).

### **TRANSIT FACILITIES**

Since the City of Miami Springs does not operate any type of transit programs, the City does not have any storage, maintenance facilities or operation centers and has no plans, at the present, to establish a transit program. If in the future the City decides to establish a transit program or project related to Title VI, the City will confer with Miami-Dade Transit to ensure the City meets all requirements.

Appendices

Appendix A	Complaint Procedures
Appendix B	Complaint Form
Appendix C	Letter Acknowledging Receipt of Complaint
Appendix D	Letter Notifying Complainant That the Complaint is Substantiated
Appendix E	Letter Notifying Complainant That the Complaint is not Substantiated
Appendix F	Employee Annual Education Form
Appendix G	Record of Investigations, Complaints and/or Lawsuits

## Appendix A

### Complaint Procedures

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by the City of Miami Springs may file a Title VI complaint by completing and submitting the City’s Title VI Complaint Form. A complaint may be filed no later than 180 days after the date of the alleged incident. The City or its designated Title VI Coordinator will process complaints that are complete.

Once the complaint is received, the City, through its Title VI Coordinator, will review it to determine if our office has jurisdiction. A letter acknowledging receipt of complaint will be mailed within 7 days to the complainant informing him/her whether the complaint will be investigated by our office.

The City has 60 days to investigate the complaint. If more information is needed to resolve the case, the City’s Title VI Coordinator may contact the complainant. The complainant will have 10 business days from the date of the letter to send the requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the Title VI Coordinator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the case is investigated he/she will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, he/she has 7 business days after the date of the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration by email to [FTACivilRightsCommunications@dot.gov](mailto:FTACivilRightsCommunications@dot.gov) or complaints may be mailed to Federal Transit Administration, Office of Civil Rights, Attention: Complaint Team  
East Building, 5th Floor – TCR, 1200 New Jersey Avenue, SE  
Washington, DC 20590

**Appendix B**

Complaint Form

If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and send it to:

City of Miami Springs  
City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: (cell) \_\_\_\_\_ (home) \_\_\_\_\_

Person discriminated against: \_\_\_\_\_

Address of person discriminated against: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Please indicate why you believe the discrimination occurred:

- \_\_\_\_\_ Race or color
- \_\_\_\_\_ National origin
- \_\_\_\_\_ Income
- \_\_\_\_\_ Other

What was the date of the alleged discrimination? \_\_\_\_\_

Where did the alleged discrimination take place? \_\_\_\_\_

\_\_\_\_\_

Please describe the circumstances as you saw it:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Appendix C**

**Letter Acknowledging Receipt of Complaint**

City Letterhead

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

This letter is to acknowledge receipt of your complaint against the City of Miami Springs alleging:

---

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning 305-805-5170, or write to me at this address.

Sincerely,

City of Miami Springs  
City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166



**Appendix D**

Letter Notifying Complainant that the Complaint is Substantiated

City Letterhead

Date

Complainant's Name

Complainant's Address

Dear (Mr/Ms):

The matter referenced in your letter of \_\_\_\_\_ (date) against the City of Miami Springs alleging Title VI violation has been investigated.

The violation of the Title VI of the Civil Rights Act of 1964 mentioned in your letter was identified. Corrective action of this deficiency(s) is being implemented to ensure that this issue does not arise again

Thank you for bringing this important matter to our attention.

Sincerely,

City of Miami Springs  
City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166

**Appendix E**

**Letter Notifying Complainant that the Complaint is not Substantiated**

[INSERT ON CITY LETTERHEAD]

Date

Complainant's Name  
Complainant's Address

Dear (Mr/Ms)

The matter referenced in your complaint of \_\_\_\_\_ the City of Miami Springs alleging has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

The City Attorney has analyzed the materials and facts pertaining to your case for evidence of the city's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to:

- 1) Appeal within 7 calendar days of receipt of this final written decision from the City, and/or
- 2) File a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at:

Federal Transit Administration  
Office of Civil Rights  
Attention: Complaint Team  
East Building, 5th Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

City of Miami Springs  
City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166

**Appendix F**

**Employee Annual Education Form**

To all employees of the City of Miami Springs:

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of the City of Miami Springs, its contractors, and subcontractors are expected to consider, respect, and comply with this policy in their daily work and duties.

If a citizen approaches you with a question or complaint, direct him or her to contact:

City of Miami Springs  
Attention: Erika Gonzalez, City Clerk, Title VI Coordinator  
201 Westward Drive  
Miami Springs, Fl 33166

In all dealings with citizens, use courtesy titles (i.e. Mr., Ms., etc.) to respectfully address the citizens without regard to race, color or national origin.

**Appendix G**

Record of Investigations, Complaints and/or Lawsuits

<u>TYPE of COMPLAINT</u>	<u>DATE of COMPLAINT</u>	<u>BASIS of COMPLAINT</u>	<u>STATUS of COMPLAINT</u>	<u>ACTION(S) TAKEN</u>

Note: The City of Miami Springs does not have any investigations, complaints, or lawsuits to disclose at this time. Any future disclosures will be listed under the Title VI Program Plan.



# AGENDA MEMORANDUM

**Meeting Date:** 5/9/2022

**To:** The Honorable Mayor Maria Mitchell and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Lazaro Garaboa, Public Works Director

**Subject:** Citywide Sidewalk Completion  
ADA Ramps at Multiple Locations

**RECOMMENDATION:** Recommendation that Council approve an expenditure of \$78,122.50 for Citywide Sidewalk Completion and \$11,650.00 for ADA Ramps at Multiple Locations, to Metro Express, Inc., utilizing City of Miami Beach Contract #ITB-2018-033-ND (attached), for completion of Citywide sidewalks, pursuant to Section §31.11 (E)(5) of the City Code.

**DISCUSSION:** An inventory of Citywide sidewalks demonstrated a lack of connectivity in our community. This project will remediate connectivity of existing sidewalks that terminate prior to the corner or mid-block. There are (22) twenty-two areas that will require 3,367 linear feet of sidewalks installation. The benefit to completing this project will improve walkable, pedestrian infrastructure and provide ADA ramps where required.

Walkable, pedestrian infrastructure is a key element of a “Complete Community.” Walkable communities encourage pedestrian activity, expand transportation options, and have safe and inviting pedestrian infrastructure is accessible and serves people of all ages and abilities. When sidewalks, parks, and trails are pleasant to walk, all community members benefit. Unfortunately, not all places are walkable, but there are plenty of tools citizens and municipalities can utilize to achieve positive changes.

**Submission Date and Time:** 5/4/2022 4:42 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u>	Dept. Head: _____	Dept./ Desc.: <u>CITT</u>
Prepared by: <u>Lizette Fuentes</u>	Procurement: _____	Account No.: <u>135-0902-541-4600</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: _____
Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ _____
		Current request: \$ <u>89,772.50</u>
		Total vendor amount: \$ <u>89,722.50</u>

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH METRO EXPRESS, INC. FOR CONCRETE CURBSIDE/SIDEWALK CONSTRUCTION, MILLING, AND RESURFACING OF ASPHALT CONCRETE AND STRIPING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF MIAMI BEACH CONTRACT AWARDED PURSUANT TO ITB-2018-033-ND 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 CITYWIDE SIDEWALK COMPLETION AND ADA RAMP PROJECT IN AN AMOUNT NOT TO EXCEED \$89,772.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) is in need of concrete curbside/sidewalk construction services on an as-needed basis (the “Services”); and

**WHEREAS**, the City requires the Services for installation of 3,367 linear feet of sidewalks across 22 areas within the City, including installation of ADA ramps, as part of its Citywide Sidewalk Completion and ADA Ramp Project (the “Project”); and

**WHEREAS**, the City of Miami Beach has an agreement with Metro Express, Inc. (the “Vendor”) for the Services pursuant to ITB-2018-033-ND (the “Miami Beach 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 execute an agreement in substantially the form attached hereto as Exhibit “A” with the Vendor for

the Services consistent with the terms and conditions of the Miami Beach Contract (the “Agreement”); and

**WHEREAS**, the Vendor has provided the City with a quote, consistent with the terms of the Agreement, to provide the Services for the Project in an amount not to exceed \$89,772.50, which quotes are attached hereto as composite Exhibit “B” (the “Quote”); and

**WHEREAS**, the City Council seeks to further authorize the City Manager to issue a work order to the Vendor for the provision of the Services for the Project consistent with the terms and conditions of the Agreement and the Quote in an amount not to exceed \$89,772.50; 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 Vendor 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 Vendor for the Project consistent with the Quote and the terms of the Agreement in an amount not to exceed \$89,772.50.

**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:

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 9<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
MARIA PUENTE MITCHELL  
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**

**Piggyback Agreement with Metro Express, Inc.**

**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 \_\_\_\_\_, 2022 (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 concrete curbside/sidewalk construction services (the “Services”); and;

**WHEREAS**, the City of Miami Beach has an agreement with Metro Express, Inc. (the “Vendor”) for the Services pursuant to ITB-2018-033-ND which is attached hereto as Exhibit “A” (the “City of Miami Beach Contract”); and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the City of Miami Beach 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 City of Miami Beach Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the City of Miami Beach 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 – City of Miami Beach Contract.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Miami Beach Contract unless otherwise provided in this Agreement. All references to the City of Miami Beach 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. **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. **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, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.
6. **Notices/Authorized Representatives.** 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.
7. **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.

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



**EXHIBIT "A"**

**City of Miami Beach**  
**With Metro Express, Inc.**  
**Pursuant to ITB 2018-033-ND**



# MIAMI BEACH

Procurement Department, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov, 305-673-7490

Submitted via E-mail to: [efj600@yahoo.com](mailto:efj600@yahoo.com)

September 29, 2021

Ernesto Feliciano  
Metro Express, Inc.  
9442 Northwest 109 Street  
Medley, Florida 33178

Subject: **RENEWAL OF AGREEMENT PURSUANT TO INVITATION TO BID (ITB) 2018-033-ND FOR PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPING OF CITY STREET AND PARKING LOTS.**


Dear Sir/Madam:

The current Agreement between the City of Miami Beach (the "City") and Metro Express, Inc. ("Contractor"), pursuant to ITB 2018-033-ND for purchase of concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, and striping of city street and parking lots (the "Agreement"), expires November 7, 2021. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through November 7, 2022.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or [febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)

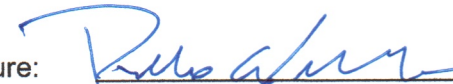
Thank you,

DocuSigned by:  
  
FEE220F3B0ED4F0...

For Alex Denis  
Procurement Director

Please sign below as your acceptance and return this letter via email to:  
[febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)

Printed Name: Delio A. Trasobares Title: President

Signature:  Date: 10/08/2021

AMENDED AND RESTATED CONTRACT

THIS IS A AMENDED AND RESTATED CONTRACT, by and between the City of Miami Beach, a municipal corporation of the State of Florida ("City"), and Metro Express, Inc. ("Contractor").

W I T N E S S E T H, that Contractor and City, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the Work described in the Contract Documents, including Exhibit D-Supplemental Terms and Conditions, and any Purchase Order issued to Contractor for any Project hereunder, and shall perform all Work in accordance with the requirements of the Contract Documents, for the following categories:

Concrete Curbside/Sidewalk Construction

Upon execution, this Amended and Restated Contract shall supercede and replace the Contract between the City and Contractor, executed by Contractor on November 2<sup>nd</sup>, 2018.

ARTICLE 2

CONTRACT TIME

- 2.1 This contract shall remain in effect for two (2) years from date of contract execution by the Mayor and City Clerk. The City of Miami Beach has the option to renew the contract, at the sole discretion of the City Manager, for three (3) renewal periods of one (1) year each.
  
- 2.2 Contractor shall commence the Work upon written notice to proceed in the form of a Purchase Order issued by the City, , specifying the specific tasks to be performed by the Contractor for any Project. **A separate City issued Purchase Order shall be required prior to commencement of any Work on any Project.** Contractor shall commence scheduling activities, permit applications and other preconstruction work within five (5) calendar days after receipt of Purchase Order, which date shall establish the Project Initiation Date. The Purchase Order will not become effective until Contractor's submission to City of all required documents (including but limited to: Payment and Performance Bonds, and Insurance Certificate) and after execution of the Contract by both parties. Contractor shall have no entitlement to perform (or be compensated for) any Work under this Agreement, unless such Work is authorized, at the City's sole discretion, by a City issued Purchase Order. A draft Purchase Order is attached hereto as Exhibit "A", and the City reserves the right to amend the Purchase Order as may be required.
  - 2.2.1. The receipt of all necessary permits by Contractor and acceptance of the full progress schedule in accordance with technical specifications section, submittal

schedule and schedule of values is a condition precedent to mobilize on any Project site and commence with physical construction of the work.

- 2.3 Time is of the essence throughout this Contract. Unless otherwise specified in a Purchase Order, any project awarded to the Contractor pursuant to this Agreement shall be substantially completed within **thirty (30) calendar days** from the issuance of the City-approved Purchase Order , and completed and ready for final payment in accordance with Article 4 within **thirty (30) calendar days** from the date determined by Consultant or the City as the date of Substantial Completion.
- 2.4 Unless otherwise specified in a Purchase Order for any particular Project, upon failure of Contractor to substantially complete the Work within the time specified for Substantial Completion in any Purchase Order, plus any approved time extensions, Contractor shall pay to City the sum of **one hundred dollars (\$100.00)** for each calendar day of delay in achieving Substantial Completion. Contractor acknowledges and agrees that the foregoing amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial occupancy and/or use of the Project. Unless otherwise specified in a Purchase Order, liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete the Contract on time.
- City is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as City may, in its sole discretion, deem just and reasonable.
- 2.5 Contractor shall be responsible for reimbursing City, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion date specified above, plus approved time extensions. Consultant construction administration costs shall be pursuant to the contract between City and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit change orders issued by City as costs are incurred by Consultant and agreed to by City.

### ARTICLE 3

#### ASSIGNMENT OF WORK AND COMPENSATION

- 3.1 **PUSH BUTTON AWARD**  
When Work is identified by a City representative, the Contractor who provides all services needed and is the lowest for the project based on prices submitted in Appendix E, Cost Proposal Form, will be selected to complete the Work.
- 3.1.1 For projects with an estimated cost up to the amount specified in City Procedure PO16.02, Threshold Category 1 (currently \$10,000 or as amended), the project/contract manager may select the contractor deemed to be best qualified.

3.1.2 For projects with an estimated cost exceeding the amount specified in City Procedure PO16.02, Threshold Category 1 (currently \$10,000 or as amended), the project/contract manager will select the awarded contractor that has the best pricing and availability for the sum of the items needed.

3.1.3 Contractor shall be instructed to commence the Work by written instructions as further detailed in Section 2.2. Contractor shall commence scheduling activities, permit applications and other preconstruction work within five (5) calendar days after receipt of Purchase Order, which date shall establish the Project Initiation Date.

### 3.2 ADDITIONAL SERVICES

The City anticipates that a significant portion of the projects awarded pursuant to any continuing services agreement resulting from this ITB shall be completed in accordance with the prices established through the ITB. The City recognizes that there may be instances when the need for services in addition to those stipulated herein shall arise to complement or complete a project awarded pursuant to the established line items. In those cases, the City may negotiate with the Contractor on a mutually agreeable price for the additional services based on available industry pricing. The approval of the City Manager shall be required for any additional services exceeding a project aggregate of \$50,000. The following items may not be purchased as additional services:

- a. design services exceeding \$35,000;
- b. electrical services exceeding \$75,000;
- c. any non-contract construction work exceeding a cost of \$300,000.

### 3.3 PERFORMANCE AND PAYMENT BOND

The City will require a performance and payment bond for any project in excess of \$200,000. Within ten (10) calendar days of City issue the Purchase Order, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as forms 00710 and 00720. Such Purchase Order shall become null and void in the event Contractor fails to timely furnish a Performance and Payment Bond as provided herein.

3.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Purchase Order, guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. The City may accept a Performance Bond and Payment Bond from a surety company which has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued, if the surety company is otherwise in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying (Form 00722) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.

3.3.2 Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon

notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Contract.

3.3.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

3.3.4 Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto as Form 00735. Such alternate forms of security shall be subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

3.4 QUALIFICATION OF SURETY

3.4.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

3.4.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

3.4.3. The City will accept a surety bond from a company with a rating of B+ or better for bonds up to \$2 million, provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the City shall review and either accept or reject the surety company based on the financial information available to the City. A surety company that is rejected by the City may be substituted by the Bidder or proposer with a surety company acceptable to the City, only if the bid amount does not increase. The following sets forth, in general, the acceptable parameters for bonds:

Policy- Financial holder's Size
<u>Amount of Bond Ratings Category</u>
500,001 to 1,000,000 B+ Class I
1,000,001 to 2,000,000 B+ Class II
2,000,001 to 5,000,000 A Class III
5,000,001 to 10,000,000 A Class IV

10,000,001 to 25,000,000 A Class V  
25,000,001 to 50,000,000 A Class VI  
50,000,001 or more A Class VII

- 3.5. The City may accept a Bid Bond, Performance Bond and Payment Bond from a surety company that is in compliance with the provisions of the Florida Insurance Code, and if the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code, as may be amended from time to time. The Certificate and Affidavit so certifying (Form 00722) should be submitted with the Bid Bond and also with the Performance Bond and Payment Bond.
- 3.6. More stringent requirements of any grantor agency are set forth within the Supplemental Conditions. If there are no more stringent requirements, the provisions of this section shall apply.
- 3.7. PROGRESS PAYMENTS

Contractor may make Application for Payment for work completed during the Project at intervals of not more than once a month. Contractor's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by Consultant. Contractor shall include, but same shall be limited to, at Consultant's discretion, with each Application for Payment, an updated progress schedule acceptable to Consultant as required by the Contract Documents and a release of liens and consent of surety relative to the work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to Consultant for approval. Upon submission of an acceptable updated progress schedule and the other documents required herein along with the application for payment, City shall make payment to Contractor with respect to approved Applications for Payment, less retainage as herein provided for and/or withholding of any other amounts pursuant to the Contract Documents, within twenty-five (25) days in accordance with Section 218.735 of the Florida Statutes.

- 3.8. At the City's discretion, if specified in a Purchase Order, ten percent (10%) of all monies earned by Contractor may be retained by City until Final Completion and acceptance by City in accordance with Article 4 hereof, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator shall reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any additional reduction in retainage shall be in the sole discretion of the City Manager or applicable Department Director provided that Contractor shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of City. All requests for retainage reduction in writing in a separate stand-alone document from monthly applications for payment.
- 3.9. City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 3.9.1 Defective work not remedied.
- 3.9.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.

- 3.9.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- 3.9.4 Damage to another contractor not remedied.
- 3.9.5 Liquidated damages and costs incurred by Consultant for extended construction administration.
- 3.9.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

#### ARTICLE 4

##### ACCEPTANCE AND FINAL PAYMENT

- 4.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, City shall, within ten (10) calendar days, make an inspection thereof. If City and Contract Administrator find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a final payment shall be made by the City. The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

#### ARTICLE 5

##### MISCELLANEOUS

- 5.1 A. The term "Contract Documents" as referenced herein shall include "Contract Documents" shall mean this Contract (together with all exhibits, addenda, Purchase Orders and written amendments issued thereto), and all Design Documents and Construction Documents. The Contract Documents shall also include, without limitation (together with all exhibits, addenda, and written amendments issued thereto), the Invitation to Bid (ITB), instructions to bidders, bid form, bid bond, surety payment bond and performance bond, Special Conditions, and Contractor's response to the ITB. The requirements of the Contract Documents, as such term is defined herein, are hereby incorporated by reference as if fully set forth herein. This Contract is part of, and incorporated in, the Contract Documents. Accordingly, all of the documents incorporated by the Contract Documents shall govern any Purchase Order issued under this Contract.
- B. The term "Work" as used herein shall mean all labor, materials, equipment, supplies, tools, machinery, utilities, fabrication, transportation, insurance, bonds, permits and conditions thereof, building code changes and government approvals, licenses, tests,

quality assurance and/or quality control inspections and related certifications, surveys, studies, and other items, work and services that are necessary or appropriate for the total construction, installation, and functioning of the Project specified in any Purchase Order, together with all additional, collateral and incidental items, and work and services required for delivery of a completed, fully functional and functioning Project as set forth in the Contract Documents.

5.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent provision elsewhere in the Contract Documents or under any applicable law, regulation, statute or code requirement which is applicable to this Project, the more stringent provision shall prevail and govern the performance of the Work.

5.3 Public Entity Crimes

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

5.4 Independent Contractor

Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.

5.5 Third Party Beneficiaries

Neither Contractor nor City 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 shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

5.6 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.



The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

**Matthew LePera**  
**City of Miami Beach**  
**Public Works Streets Department**  
**1700 Convention Center Drive, 3rd Floor**  
**Miami Beach, Florida 33139**  
**Phone:305-673-7000 ext. 6828**  
**Email: matthewlepera@miamibeachfl.gov**

With copies to:

**City Attorney**  
**City of Miami Beach**  
**1700 Convention Center Drive**  
**Miami Beach, Florida 33139**

For Contractor:

**Metro Express, Inc.**  
**9390 Northwest 109 Street**  
**Medley, FL 33178**  
**Attn: Ernesto Feliciano**  
**Phone: 305-885-1330**  
**E-mail: efj600@yahoo.com / info@metroexpresscorp.com**

#### 5.7 Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Contractor shall not subcontract any portion of the work required by this Contract except as authorized by Section 23 of the General Conditions. Contractor represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to City's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

#### 5.8 Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5.9 Severance

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

5.10 Applicable Law and Venue

This Contract shall 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 herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

5.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

5.12 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 5.11 above.

5.13 Indemnification

Contractor shall indemnify and hold harmless City, its officers, agents, directors, 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 Contractor and persons employed or utilized by Contractor in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require Contractor to indemnify City, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor

shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by Section 5.1 above which may be brought against City whether performed by Contractor, or persons employed or utilized by Contractor.

#### 5.14 Inspection of Work

Consultant and City shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

5.14.1 Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

5.14.2 Re-examination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City shall 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 shall pay such cost.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents or to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of Consultant.

The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

#### 5.15 Termination

Termination for Convenience. In addition to other rights the City may have at law and pursuant to the Contract Documents with respect to cancellation and termination of the Agreement, the City may, in its sole discretion, terminate for the City's convenience the performance of Work under this Agreement, in whole or in part, at any time upon written notice to the Contractor. The City shall effectuate such Termination for Convenience by delivering to the Contractor a Notice of Termination for Convenience, specifying the applicable scope and effective date of termination, which termination shall be deemed operative as of the effective date specified therein without any further written notices from

the City required. Such Termination for Convenience shall not be deemed a breach of the Agreement, and may be issued by the City with or without cause.

5.15.1 Upon receipt of such Notice of Termination for Convenience from the City, and except as otherwise directed by the City, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Section 5.15:

- i. Stop the Work specified as terminated in the Notice of Termination for Convenience;
- ii. Promptly notify all Subcontractors of such termination, cancel all contracts and purchase orders to the extent they relate to the Work terminated to the fullest extent possible and take such other actions as are necessary to minimize demobilization and termination costs for such cancellations;
- iii. Immediately deliver to the City all Project records, in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;
- iv. If specifically directed by the City in writing, assign to the City all right, title and interest of Contractor under any contract, subcontract and/or purchase order, in which case the City shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;
- v. Place no further subcontracts or purchase orders for materials, services, or facilities, except as necessary to complete the portion of the Work not terminated (if any) under the Notice of Termination for Convenience;
- vi. As directed by the City, transfer title and deliver to the City (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Agreement had been completed, would be required to be furnished to the City;
- vii. Settle all outstanding liabilities and termination settlement proposals from the termination of any subcontracts or purchase orders, with the prior approval or ratification to the extent required by the City (if any);
- viii. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the Project Site, including life safety and any property related to this Agreement that is in the Contractor's possession and in which the City has or may acquire an interest; and
- ix. Complete performance of the Work not terminated (if any).

5.15.2 Upon issuance of such Notice of Termination for Convenience, the Contractor shall only be entitled to payment for the Work satisfactorily performed up until the date of its receipt of such Notice of Termination for Convenience, but no later than the effective date specified therein. Payment for the Work satisfactorily performed shall be determined by the City in good faith, in accordance with the percent completion of the Work, less all amounts previously paid to the Contractor in approved Applications for Payment, the reasonable costs of demobilization and reasonable costs, if any, for canceling contracts and purchase orders with Subcontractors to the extent such costs are not reasonably avoidable by the Contractor.

Contractor shall submit, for the City's review and consideration, a final termination payment proposal with substantiating documentation, including an updated Schedule of Values, within 30 days of the effective date of termination, unless extended in writing by the City upon request. Such termination amount shall be mutually agreed upon by the City and the Contractor and absent such agreement, the City shall, no less than fifteen (15) days prior to making final payment, provide the Contractor with written notice of the amount the City intends to pay to the Contractor. Such final payment so made to the Contractor shall be in full and final settlement for Work performed under this Agreement, except to the extent the Contractor disputes such amount in a written notice delivered to and received by the City prior to the City's tendering such final payment.

#### 5.16 Termination of Agreement For Cause.

The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Contractor, in the event that the Contractor (1) violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Work or any portion thereof; or (3) does not perform the Work or any portion thereof in a timely and satisfactory manner. In the case of termination for cause by the City, the Contractor shall first be granted a fifteen (15) day cure period (commencing upon receipt of the initial written notice of default from the City). The following occurrences shall be deemed sufficient grounds for termination for cause:

- 5.16.1 Failing to make payments to Subcontractors or Suppliers for materials or labor in accordance with the respective Subcontracts and Purchase Orders;
- 5.16.2 Failing to perform any portion of the Work in a manner consistent with the requirements of the Contract Documents or within the time required therein;
- 5.16.3 Failing to perform the Work with sufficient manpower, workmen and equipment or with sufficient materials, with the effect of delaying the prosecution of the Work in accordance with the Project Schedule and/or delaying completion of any Work within the specified time;
- 5.16.4 Failing and/or refusing to remove, repair and/or replace any portion of the Work as may be rejected as defective or nonconforming with the terms and conditions of the Contract Documents;

- 5.16.5 A custodian, trustee or receiver is appointed for the Contractor, or the Contractor becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or the Contractor causes or suffers an order for relief to be entered with respect to it under applicable Federal bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for the Contractor, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Contractor;
- 5.16.6 An indictment is issued against the Contractor;
- 5.16.7 Persistently disregarding laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- 5.16.8 Fraud, misrepresentation or material misstatement by Contractor in the course of obtaining this Agreement;
- 5.16.9 Failing to comply in any material respect with any of the terms of this Agreement or the other Contract Documents.

Upon the issuance of a Notice of Termination for Cause, the Contractor shall:

- i. Immediately deliver to the City all Submittals and Project-related records in their original/native electronic format (i.e. CAD, Word, Excel, etc.), any and all other unfinished documents, and any and all warranties and guaranties for Work, equipment or materials already installed or purchased;
- ii. If specifically directed by the City in writing, assign to the City all right, title and interest of Contractor under any contract, subcontract and/or purchase order, in which case the City shall have the right and obligation to settle or to pay any outstanding claims arising from said contracts, subcontracts or purchase orders;
- iii. As directed by the City, transfer title and deliver to the City (1) the fabricated and non-fabricated parts, Work in progress, completed Work, supplies and other material produced or required for the Work terminated; and (2) the completed or partially completed Project records that, if this Agreement had been completed, would be required to be furnished to the City; and
- iv. Take any action that may be necessary, or that the City may direct, for the protection and preservation of the property related to this Agreement that is in the Contractor's possession and in which the City has or may acquire an interest.

The rights and remedies of the City under this Section shall apply to all defaults that fail to be cured within the applicable cure period or are cured but in an untimely manner, and the City shall not be obligated to accept such late cure. The City reserves the right, in lieu of termination as set forth herein, to withhold any payments of money which may be due or become due to the Contractor until said defaults have been remedied. In no event shall Contractor be entitled to any

compensation for anticipatory profits or consequential damages as a result of the discontinuance of any portion of the Work, or termination of this Contract. In the event it is determined, for any reason, that Contractor was not in default under the provisions of this Section, then the City's notice of termination for default shall automatically be treated as a termination for convenience, and the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause contained in Section 5.15. The Contractor shall have no further recourse of any nature against the City for any wrongful termination.

#### 5.17 Taxes

Contractor shall 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.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

DocuSigned by:  
Rafael E. Granado  
FAB8BA08FB5E4CF...  
City Clerk  
10/4/2021 | 10:16 EDT

THE CITY OF MIAMI BEACH

[Signature]  
Mayor

Attest:

[Signature]  
Signature/Secretary  
Delio A. Trasobares  
Print Name

METRO EXPRESS, INC.

[Signature]  
Signature/President  
Delio A. Trasobares  
Print Name



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

[Signature]  
City Attorney  
10/25/21  
Date



**EXHIBIT A**  
**PURCHASE ORDER**

**EXHIBIT B: FORM OF PERFORMANCE BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Miami Beach, Florida, as Oblige, hereinafter called City, 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, Bid/Contract No.: \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City 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 City 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 City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City 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.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, City having performed City obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 3.1. Complete the Project in accordance with the terms and conditions of the Contract Documents; or
- 3.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract Documents, and upon determination by Surety of the lowest responsible Bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract

**00710**

**FORM OF PERFORMANCE BOND** (Continued)

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 City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than City 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\_\_\_\_\_.

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.: \_\_\_\_\_

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**EXHIBIT C: FORM OF PAYMENT BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Miami Beach, Florida, as Obligee, hereinafter called City, 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, Bid/Contract No.: \_\_\_\_\_, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City 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. Pays City all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that City 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.

**00720**

2.4. Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), 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)

\_\_\_\_\_  
(Secretary)

By: \_\_\_\_\_  
(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.: \_\_\_\_\_

**EXHIBIT D TO THE AGREEMENT**  
**FOR THE PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING**  
**AND RESURFACING OF ASPHALT CONCRETE, AND STRIPING OF CITY STREETS**  
**AND PARKING LOTS PURSUANT TO ITB 2018-033-ND**

1. **Definitions:** Whenever the following terms or pronouns in place of them appear in the Project Manual, the intent and meaning shall be interpreted as follows:
  - 1.1 **Bid:** shall refer to any offer(s) submitted in response to this ITB. The terms “Bid” and “Bid Submittal” are used interchangeably.
  - 1.2 **Bidder:** Any individual, firm, or corporation submitting a bid for this Project, acting directly or through a duly authorized representative.
  - 1.3 **Change Order:** A written document ordering a change in the Contract Price or Contract Time or a material change.
  - 1.4 **City:** The City (or Owner) shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, which is a party hereto and /or for which this Contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the owner of a construction project. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Contract.
  - 1.5 **City Commission:** City Commission shall mean the governing and legislative body of the City.
  - 1.6 **City Manager:** City Manager shall mean the Chief Administrative Officer of the City.
  - 1.7 **Contract:** The part or section of the Contract Documents addressing some of the rights and duties of the parties hereto, including but not limited to contract time and liquidated damages.
  - 1.8 **Contract Documents:** The official documents setting forth bidding information, requirements and contractual obligations for the project and includes the Contract, Invitation to Bid, Scope of Work, Instructions to Bidders, Supplements, Technical Specifications, Exhibits, Certificated, Closeout Forms, General Conditions, Supplementary Conditions, Plans, Drawings, Addenda, Award by the City Commission, Bonds, Notice of Award, Notices to Proceed, Purchase Order(s), Change Order(s), Field Order(s), Supplemental Instructions, and any additional documents the submission of which is required by the Project.
  - 1.9 **Contract Price:** The original amount established in the Bid Submittal and award by the City, as may be amended by Change Order.
  - 1.10 **Contractor:** The person or entity with whom the City has contracted and who is responsible for the acceptable performance of the Work and for the payment

of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor shall be deemed to be a reference to Contractor.

- 1.11 **Department:** The Public Works Department, or any other City department authorized to use any resulting agreement.
- 1.12 **Field Order:** A written order which orders minor changes in the Work but which does not involve a change in the Contract Price or Contract Time.
- 1.13 **Notice(s) to Proceed:** Written notice to Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.14 **Plans and/or Drawings:** The official graphic representations of this Project which are a part of the Contract Documents.
- 1.15 **Responsible Bidder:** An offeror who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- 1.16 **Responsive Bidder:** A person or entity who has submitted a bid which conforms in all material respects to a solicitation. A bid or proposal of a Responsive Bidder must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements by the bid documents to be submitted at the time of bid opening.
- 1.17 **Subcontractor:** A person or entity having a direct contract with Contractor including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes Materials not so worked.
- 1.18 **Surety:** The surety company or individual which is bound by the performance bond and payment bond with and for Contractor who is primarily liable, and which surety company or individual is responsible for Contractor's satisfactory performance of the work under the contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.
- 1.19 **Task Order:** At the request of the City, the Contractor shall furnish a Task Order for any project under consideration. Each project shall have a project-specific Task Order. The Task Order shall be approved by a City representative. The Task Order shall stipulate the following:
- Fixed Project Costs. Project Cost shall be based on plans and specifications provided by the City or field-verified measurements and shall be in accordance with contract unit prices and other pricing terms.
  - Additional Services. The City anticipates that a significant portion of the projects awarded pursuant to any continuing services agreement resulting from this ITB shall be completed in accordance with the prices established through the ITB. The City recognizes that there may be instances when the need for services in addition to those stipulated

herein shall arise. In those cases, the City may negotiate with the Contractor on a mutually agreeable price for the additional services based on available industry pricing. The approval of the City Manager shall be required for any additional services exceeding a project aggregate of \$50,000.

- Total Project Cost.
- Project Approach and Methodology. This shall include any necessary phasing, logistical requirements, etc.
- Required Permits.
- Project Duration.
- Mobilization Plan.
- Project Manager & Contact.

1.20 **Work:** The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

2. Personnel Requirements: Superintendent must have at least approximately five (5) years of experience in projects of similar design, scope, size and complexity. The Project Manager must have at least approximately five (5) years of experience in projects of similar design, scope, size and complexity.

Project Manual:

2.1. The Project Manual includes any general or special Contract conditions or specifications attached hereto.

2.2. The Project Manual, along with all documents that make up and constitute the Contract Documents, shall be followed in strict accordance as to work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.

2.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.

2.4. Contractor shall be furnished three (3) copies, free of charge, of the Project Manual; two of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives. Additional copies of the Project Manual may be obtained from City at the cost of reproduction.

3. Intention of City:

It is the intent of City to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by



Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall 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, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

4. Preliminary Matters:

4.1. Within five (5) calendar days prior to the pre-construction meeting, Contractor shall submit to Consultant, for Consultant's review and acceptance, a project schedule.

CONTRACTOR agrees to attend weekly progress meetings and provide an updated (3) week look ahead schedule for review and discussion and monthly be prepared to discuss any:

- 1) Proposed changes to the Base Line schedule logic;
- 2) Explain and provide a narrative for reasons why logic changes should be made;
- 3) Update to individual subcontractor activities; and
- 4) Integration of changes into the schedule.

The Project Schedule shall be the basis of the CONTRACTOR'S work and shall be complied with in all respects.

If CONTRACTOR'S Work becomes more than (30) days behind schedule CONTRACTOR shall be required to submit a "Make-Up" schedule to PROGRAM MANAGER for review and acceptance that demonstrates "Catch Up" within thirty (3) days. CONTRACTOR shall provide, at CONTRACTOR'S cost, the necessary additional labor and or equipment necessary to make-up the lost time. Failure to provide a "Make-Up" schedule or vigorously follow the "Make-Up" schedule shall be reason to default CONTRACTOR.

4.1.1 After award but prior to the submission of the final progress schedule, CONSULTANT, Contract Administrator and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor CITY shall be responsible for the nonperformance by the utility owners.

4.1.2 A preliminary schedule of Shop Drawing submissions; and

4.1.3 In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each

item of work which will be confirmed in writing by Contractor at the time of submission.

Such prices shall be broken down to show labor, equipment, materials and overhead and profit.

4.1.4 After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither Consultant nor City shall be responsible for the nonperformance by the utility owners.

4.2. At a time specified by Consultant but before Contractor starts the work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator will be held to discuss the schedules to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

4.3. Within thirty-five (35) days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted. Within forty-five (45) days after the Project Initiation Date set forth in Notice to Proceed No. 1, the Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by City or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or City responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values must be acceptable to Consultant as to form and substance.

5. Performance Bond and Payment Bond:

Within fifteen (15) calendar days of being notified of the award, Contractor shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as forms 00710 and 00720.

5.1. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project. Each Bond shall be with a surety company which is qualified pursuant to Article 5.

5.2. Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon

notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Contract.

5.3. Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor shall ensure that the bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide City with evidence of such recording.

5.4. Alternate Form of Security:

In lieu of a Performance Bond and a Payment Bond, Contractor may furnish alternate forms of security which may be in the form of cash, money order, certified check, cashier's check or unconditional letter of credit in the form attached hereto as Form 00735. Such alternate forms of security shall be subject to the prior approval of City and for same purpose and shall be subject to the same conditions as those applicable above and shall be held by City for one year after completion and acceptance of the Work.

6. Qualification of Surety

6.1. Performance Bonds and Payment Bonds for projects over Two Hundred Thousand Dollars (\$200,000.00) :

6.1.1. Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

6.1.2. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner.

7. Labor and Materials:

7.1. Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.2. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the

Project any unfit person or anyone not skilled in the work to which they are assigned.

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 construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

9. Weather:

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Article 35. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

- (1) Contractor being unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
- (2) Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by Contractor, and providing that Contractor was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

10. Permits, Licenses and Impact Fees:

10.1. Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.

10.2. Impact fees levied by the City and/or Miami-Dade County shall be paid by Contractor. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

11. Resolution of Disputes:

11.1 To prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Consultant's estimates and decisions upon all claims, questions, difficulties and disputes shall

be final and binding to the extent provided in Section 11.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of City and Contractor shall be submitted to Consultant in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, Consultant shall notify City and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Consultant requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

- 11.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

12. Superintendence and Supervision:

- 12.1. The orders of City are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.
- 12.2. Daily, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of Consultant; regulatory representatives; any special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be

kept on the Project site and shall be available at all times for inspection and copying by City and Consultant.

- 12.3. The Contract Administrator, Contractor and Consultant shall meet at least weekly or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to establish the controlling items of work for the next two weeks. The Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 12.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any work done after such discovery, until authorized, will be done at Contractor's sole risk.
- 12.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

13. Contractor's Right to Stop Work or Terminate Contract:

Should Consultant fail to review and approve or state in writing reasons for nonapproval of any Application for Payment within twenty (20) days after it is presented, or if City fails either to pay Contractor within thirty (30) days after presentation by Consultant of any sum certified by Consultant, or to notify Contractor and Consultant in writing of any objection to the Application for Payment, then Contractor may, give written notice to City and Consultant of such delay, neglect or default, specifying the same. If City or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then Contractor may stop work or terminate this Contract and recover from City payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by City to an Application for Payment shall be submitted to Consultant in accordance with the provisions of Article 11 hereof.

14. Assignment:

Neither party hereto shall assign the Contract or any subcontract 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 Mayor and City Commission.

15. Differing Site Conditions:

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown

physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify City and Consultant in writing of the existence of the aforesaid conditions. Consultant and City shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If City and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Article 11. Should Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Consultant shall so notify City and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant as the date of substantial completion.

16. Plans and Working Drawings:

City, through Consultant, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Project Manual. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.

17. Contractor to Check Plans, Specifications and Data:

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant.

18. Contractor's Responsibility for Damages and Accidents:

- 18.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance by City, and shall promptly repair any damage done from any cause whatsoever, except as provided in Article 24.
- 18.2. 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, except as provided in Article 24.

19. Warranty:

Contractor warrants to Owner that all labor, materials and equipment furnished as part of the Services under this Agreement are of the type and quality required by the Contract Documents, new (unless otherwise required or permitted by the Contract Documents) and installed in a good and workmanlike manner and otherwise in accordance with the Contract Documents. Contractor further warrants that the Services will be free from defects due to defective materials or workmanship for a period of one (1) year following the City's final acceptance of the Services. Should any defects develop during the one-year warranty period due to defective materials or workmanship, Contractor shall repair or replace all defective or deficient Services at Contractor's sole cost and expense. Should the Contractor fail to correct any deficiencies within thirty (30) days of written notice by the City to cure, the City may, at its option, correct the deficiencies and charge Contractor for the cost of such correction. Contractor agrees to pay such charges upon demand. This warranty is not limited by the provisions of Article 21 herein.

20. Supplementary Drawings:

- 20.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.
- 20.2. The supplementary drawings shall be binding upon Contractor with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.

21. Defective Work:

- 21.1. Consultant shall have the authority to reject or disapprove work which Consultant finds to be defective. If required by Consultant, 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.
- 21.2. 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 Consultant, 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 , or may be charged against the Performance Bond. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

21.3. If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, 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, to do so. 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, Article 18 hereof and any claim regarding latent defects.

21.4. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate City to final acceptance.

22. Taxes

Contractor shall 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.

23. Subcontracts:

23.1. Contractor shall not employ any subcontractor against whom City or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a reasonable objection.....

23.2. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and City or any obligation on the part of City to pay or to see the payment of any monies due any subcontractor. City or Consultant may furnish to any subcontractor evidence of amounts paid to Contractor on account of specific work performed.

23.3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

23.4. Contractor shall perform the Work with its own organization, amounting to not less than 70% percent of the Contract Price.

24. Separate Contracts:

24.1. City reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction

and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

- 24.2. If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Consultant any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's.
- 24.3. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.
- 24.4. To insure the proper execution of subsequent work, Contractor shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.

25. Use of Completed Portions:

- 25.1. City shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by City.
- 25.2. In the event City takes possession of any completed or partially completed portions of the Project, the following shall occur:
  - 25.2.1. City shall give notice to Contractor in writing at least thirty (30) calendar days prior to City's intended occupancy of a designated area.
  - 25.2.2. Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Substantial Completion in the form attached hereto as 00925 from Consultant.
  - 25.2.3. Upon Consultant's issuance of a Certificate of Substantial Completion, City will assume full responsibility for maintenance, utilities, subsequent damages of City and public, adjustment of insurance coverage's and start of warranty for the occupied area.
  - 25.2.4. Contractor shall complete all items noted on the Certificate of Substantial Completion within the time specified by Consultant on the Certificate of Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an

application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

- 25.2.5. If City finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by City and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

26. Lands for Work:

- 26.1. City shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by City or the use of Contractor.
- 26.2. Contractor shall provide, at Contractor's own expense and without liability to City, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to City copies of written permission obtained by Contractor from the owners of such facilities.

27. Legal Restrictions and Traffic Provisions:

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 close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the prior written consent of the proper authorities.

28. Location and Damage to Existing Facilities, Equipment or Utilities:

- 28.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, City does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project. No additional payment will be made to the Contractor because of discrepancies in actual and plan location of utilities, and damages suffered as a result thereof.
- 28.2. The Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be

made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

28.3. The Contractor shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

28.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

29. Value Engineering:

Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and City and shall be processed as a deductive Change Order. City may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

30. Continuing the Work:

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

31. Changes in the Work or Terms of Contract Documents:

31.1. Without invalidating the Contract and without notice to any surety City reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

31.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Change Orders executed only by City as hereinafter provided.

32. Field Orders and Supplemental Instructions:

32.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.

32.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

33. Change Orders:

33.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the City.

33.2. All changes to construction contracts which exceed the Commission-approved contingency must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of \$50,000 or more shall be approved in advance by the Mayor and City Commission. All Change Orders with a value of less than \$50,000 shall be approved in advance by the City Manager or his designee.

33.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Consultant as set forth in Article 11 hereof. During the pendency of the dispute, and upon receipt of a Change Order approved by City, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor's

agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

33.4. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

33.5. Under circumstances determined necessary by City, Change Orders may be issued unilaterally by City.

34. Value of Change Order Work:

34.1. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

34.1.1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved.

34.1.2. By mutual acceptance of a lump sum which Contractor and City acknowledge contains a component for overhead and profit.

34.1.3. On the basis of the "cost of work," determined as provided in Sections 38.2 and 38.3, plus a Contractor's fee for overhead and profit which is determined as provided in Section 38.4.

34.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 38.3.

34.2.1. Payroll costs for employees in the direct employ of Contractor in the performance of the work described in the Change Order under schedules of job classifications agreed upon by City and Contractor. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by City.

34.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash

discounts shall accrue to Contractor unless City deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to City. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by City with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

- 34.2.3. Payments made by Contractor to Subcontractors for work performed by Subcontractors. If required by City, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to City who will then determine, with the advice of Consultant, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor 'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 34.2.4. Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.
- 34.2.5. Supplemental costs including the following:
  - 34.2.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.
  - 34.2.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of Contractor .
  - 34.2.5.3. Sales, use, or similar taxes related to the work, and for which Contractor is liable, imposed by any governmental authority.

- 34.2.5.4. Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.
  - 34.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.
  - 34.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
  - 34.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work.
- 34.3. The term "cost of the work" shall not include any of the following:
- 34.3.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by Contractor's fee.
  - 34.3.2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
  - 34.3.3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
  - 34.3.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
  - 34.3.5. Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
  - 34.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 38.2.
- 34.4. Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:
- 34.4.1. A mutually acceptable fixed fee or if none can be agreed upon,



- 34.4.2. A fee based on the following percentages of the various portions of the cost of the work:
- 34.4.2.1. For costs incurred under Sections 38.2.1 and 38.2.2, Contractor's fee shall not exceed ten percent (10%).
  - 34.4.2.2. For costs incurred under Section 38.2.3, Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and
  - 34.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 38.2.4 and 38.2.5, (except Section 38.2.5.3), and Section 38.3.
- 34.5. The amount of credit to be allowed by Contractor to City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.
- 34.6. Whenever the cost of any work is to be determined pursuant to Sections 38.2 and 38.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.
- 34.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.
- 34.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.
- 34.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.
  - 34.8.2. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.
- 34.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

35. Notification and Claim for Change of Contract Time or Contract Price:

35.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within five (5) calendar days of the commencement of the event giving rise to the claim and 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 shall be provided unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Contractor's written notarized statement that the adjustment 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 for changes in the Contract Time or Contract Price shall be determined by Consultant in accordance with Article 10 hereof, if City and Contractor cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

35.2. 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 therefore as provided in Section 39.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by City, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

36. 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 except as provided herein. 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; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of City or its Consultant. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

37. Excusable Delay; Compensable; Non-Compensable:

37.1 Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Contractor or its subcontractors, suppliers or vendors is Excusable Delay.

Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 35 hereof.

Failure of Contractor to comply with Article 35 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

(a) Compensable Excusable Delay. Excusable Delay is compensable when (i) the delay extends the Contract Time, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is caused solely by fraud, bad faith or active interference on the part of City or its agents. In no event shall Contractor be compensated for interim delays which do not extend the Contract Time.

Contractor shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Article 33 hereof.

City and Contractor recognize and agree that the amount of Contractor's precise actual indirect costs for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Contractor shall be liquidated on a daily basis for each day the Contract Time is delayed due to a Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate Contractor for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs incurred by Contractor. The amount of liquidated indirect costs recoverable shall be **one hundred dollars (\$100)** per day for each calendar day the Contract is delayed due to a Compensable Excusable Delay.

(b) Non-Compensable Excusable Delay. When Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the City or Consultant, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the City or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

38. Substantial Completion:

When Contractor considers that the Work, or a portion thereof designated by City pursuant to Article 25 hereof, has reached Substantial Completion, Contractor shall so notify City and Consultant in writing. Consultant and City shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion in the form attached hereto as Form 00925 which shall establish the Date of Substantial Completion; shall state the responsibilities of City and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

39. No Interest:

Any monies not paid by City when claimed to be due to Contractor under this Agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to prejudgment interest. However, the provisions of City's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes (1989) as such relates to the payment of interest, shall apply to valid and proper invoices.

40. Shop Drawings:

40.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.

40.2. Within thirty (20) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

40.3. After the approval of the list of items required in Section 44.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.

40.4. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

- 40.5. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.
  - 40.6. Consultant shall review and approve Shop Drawings within seven (7) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
  - 40.7. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with its comments as to compliance, noncompliance, or features requiring special attention.
  - 40.8. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
  - 40.9. Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
  - 40.10. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.
41. Field Layout of the Work and Record Drawings:
- 41.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, handholes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.
  - 41.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and

annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

- 41.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to City, Contractor's record drawings or as-built drawings acceptable to Consultant.

42. Safety and Protection:

- 42.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 42.1.1. All employees on the work site and other persons who may be affected thereby;
  - 42.1.2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
  - 42.1.3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 42.2. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 46.1.2 and 46.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to City and Contractor that the Work is acceptable except as otherwise provided in Article 24 hereof.
- 42.3. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to City.

43. Final Bill of Materials:

Contractor shall be required to submit to City and Consultant a final bill of materials with unit costs for each bid item for supply of materials in place. This shall be an itemized list of all materials with a unit cost for each material and the total shall agree with unit costs established for each Contract item. A Final Certificate for Payment cannot be issued by Consultant until Contractor submits the final bill of materials and Consultant verifies the accuracy of the units of Work.

44. Payment by City for Tests:

Except when otherwise specified in the Contract Documents, the expense of all tests requested by Consultant shall be borne by City and performed by a testing firm chosen by Consultant. For road construction projects the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard Specifications for Road and Bridge Construction. The cost of any required test which Contractor fails shall be paid for by Contractor.

45. Project Sign:

Any requirements for a project sign shall be paid by the Contractor as specified by City Guidelines`.

46. Hurricane Precautions:

46.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the Contractor, at no cost to the City, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the City or Consultant has given notice of same.

46.2. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

46.3. Additional work relating to hurricane warning or alert at the Project site will be addressed by a Change Order in accordance with Section 33, General Conditions.

46.4. 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 noncompensable, excusable delay, and shall not give rise to a claim for compensable delay.

47. Cleaning Up; City's Right to Clean Up:

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, City may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, City may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just.

48. Removal of Equipment:

In case of termination of this Contract before completion for any cause whatever, Contractor, if notified to do so by City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of City, failing which City shall have the right to remove such equipment and supplies at the expense of Contractor.

49. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act:

1. Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. Contractor shall not engage in or commit any discriminatory practice in violation of City of Miami Beach Ordinance No 92.2824 in performing any services pursuant to this Agreement.

2. **NON-DISCRIMINATION.** The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

50. Project Records:

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project and to any claim for additional compensation made by Contractor. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following Final Completion of the Project. During the Project and the three (3) year period following Final Completion of the Project, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.



51. Performance Evaluations:

An interim performance evaluation of the successful Contractor may be submitted by the Contract Administrator during construction of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the construction contractor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the City's Procurement Director who shall provide a copy to the successful Contractor. Said evaluation(s) may be used by the City as a factor in considering the responsibility of the successful Contractor for future bids with the City.

52. Occupational Health and Safety:

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this bid must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer. The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
  - i. The potential for fire, explosion, corrosion, and reaction;
  - ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - iii. The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal, and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

53. Environmental Regulations:

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination in the opinion of the City. Bidder shall submit with its Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The nonsubmission of any such documentation shall be deemed to be an affirmation by the Bidder that there are no citations or violations. Bidder shall notify the City immediately of notice of any citation

or violation which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to it.

54. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the Contract Documents including plans and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, City, through Consultant, will have made its best efforts to name at least three (3) such references. Any such reference is intended merely to establish a standard; and, unless it is followed by the words **"no substitution is permitted"** because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of Consultant, equal in substance, quality and function.

**ANY REQUESTS FOR SUBSTITUTION MUST BE MADE TO THE CITY'S PROCUREMENT DIRECTOR, WHO SHALL FORWARD SAME TO CONSULTANT.**

**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:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 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

**EXHIBIT B**

**Composite Quote from Metro Express, Inc.**



<b>Location</b>	<b>SDW-4"</b>	<b>SDW-6"</b>
Crane & Miami Springs (2083 corner park)	177	10
2500 Ludlam DR	172	40
1295 Thrush AVE	188	44
Miami Springs AVE & Blue Bird	174	
Empty Lot next to 1271 Redbird	92	
1200 Thrush AVE	224	37
1101 Nightingale AVE	160	41
901 Oriole AVE	224	35
750 Shadow Way	102	12
289 Shadow Way	12	
327 Flacon AVE	66	12
200 Esplanade DR	127	
180 Esplanade DR	27	
780 Nightingale AVE	49	
80 Whitethorn DR on Beverly	130	21
88 Corydon DR	149	17
100 BLK Chippewa east side	81	50
188 Corydon DR	138	
101 Pcatella ST on Payne	160	13
100 Pocatella ST on Paybe	133	12
254 Curtiss Grace Church	200	52
890 Morningside DR	116	70

2901	466
LF	LF

<b>14505</b>	<b>2330</b>
<b>SF</b>	<b>SF</b>



<b>Location</b>	<b>DWS</b>	<b>ADA-Ramp</b>
Crane & Miami Springs (2083 corner park)	1	10
2500 Ludlam DR	1	10
1295 Thrush AVE	1	10
Miami Springs AVE & Blue Bird	2	20
1200 Thrush AVE	1	10
1101 Nightingale AVE	1	10
901 Oriole AVE	1	10
289 Shadow Way	1	10
200 Esplanade DR	1	10
180 Esplanade DR	1	10
80 Whitethorn DR on Beverly	1	10
88 Corydon DR	2	20
188 Corydon DR	1	10
101 Pcatella ST on Payne	1	10
100 Pocatella ST on Paybe	1	10
254 Curtiss Grace Church	1	10
890 Morningside DR	1	10

<b>19</b>	190
<b>EA</b>	LF

<b>950</b>
<b>SF</b>





**Metro Express, Inc.**  
**State Wide General Engineering Contractors**  
**CGCO50965- E-201301**

Licensed  
 Insured  
 Bonded

# PROPOSAL

Quote No. 031522-001

Date: 3/15/2022

To:	City of Miami Springs Public Works Department 345 N Royal Poinciana Blvd Miami Springs FL 33166-5259		
Contact	Lazaro Garaboa	Phone: 305-805-5170	Fax: 305-805-5195
Job:	Sidewalk Repairs Multiple Locations		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:  
 The job will include and be limited to the following:

	Unit	Qty	UP	Total
Mobilization	EA	1	600.00	600.00
MOT	EA	1	600.00	600.00
Concrete Sidewalk, 4" thick	SF	14,505	4.50	65,272.50
Concrete Sidewalk, 6" thick	SF	2,330	5.00	11,650.00
NOTES:				
Pump not included			<b>TOTAL</b>	<b>78,122.50</b>

Notes:  
 \*\*All other job not listed above will be billed at additional charge.  
 \*\*Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc  
 \*\*Not responsible for area not ready, cars or any other obstacle in the area of work.  
 \*\*All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY: \_\_\_\_\_  
 name signature

DATE: \_\_\_\_\_

<b>Location</b>	<b>SDW-4"</b>	<b>SDW-6"</b>
Crane & Miami Springs (2083 corner park)	177	10
2500 Ludlam DR	172	40
1295 Thrush AVE	188	44
Miami Springs AVE & Blue Bird	174	
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1200 Thrush AVE	224	37
1101 Nightingale AVE	160	41
901 Oriole AVE	224	35
750 Shadow Way	102	12
289 Shadow Way	12	
327 Flacon AVE	66	12
200 Esplanade DR	127	
180 Esplanade DR	27	
780 Nightingale AVE	49	
80 Whitethorn DR on Beverly	130	21
88 Corydon DR	149	17
100 BLK Chippewa east side	81	50
188 Corydon DR	138	
101 Pcatella ST on Payne	160	13
100 Pocatella ST on Paybe	133	12
254 Curtiss Grace Church	200	52
890 Morningside DR	116	70

2901	466
LF	LF

<b>14505</b>	<b>2330</b>
<b>SF</b>	<b>SF</b>



# PROPOSAL

Quote No. 031622-001

Date: 3/16/2022

To:	City of Miami Springs Public Works Department 345 N Royal Poinciana Blvd Miami Springs FL 33166-5259		
Contact	Lazaro Garaboa	Phone: 305-805-5170	Fax: 305-805-5195
Job:	ADA Ramps at Multiple Locations		

We hereby propose to furnish all labor, material and equipment subject to terms and conditions as follows:  
 The job will include and be limited to the following:

	Unit	Qty	UP	Total
Mobilization	EA	1	600.00	600.00
MOT	EA	1	600.00	600.00
Concrete Sidewalk, 6" thick for ADA Ramp	SF	950	5.00	4,750.00
Detectable Warning Surface	EA	19	300.00	5,700.00
			<b>TOTAL</b>	<b>11,650.00</b>

NOTES:  
 Pump not included

Notes:  
 \*\*All other job not listed above will be billed at additional charge.  
 \*\*Price do not include any permit (to be obtained by others), MOT, surveying, tree removal, valve adjustment, testing, layout, marking, painting, as-built, regrading, landscaping, etc  
 \*\*Not responsible for area not ready, cars or any other obstacle in the area of work.  
 \*\*All work to be performed in regular daily operation hours during weekdays.

We hereby propose to furnish labor and materials, complete in accordance with above specifications, for the sum shown above, with payment to be made within 30 days after work completed.

THIS PROPOSAL SUBJECT TO ACCEPTANCE WITHIN 30 DAYS AND IS VOID THEREAFTER AT THE OPTION OF METRO EXPRESS INC.

Authorized Signature: A.F.

### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above and interest charges may be charged upon delinquent accounts.

ACCEPTED BY: \_\_\_\_\_  
 name signature

DATE: \_\_\_\_\_

<b>Location</b>	<b>DWS</b>	<b>ADA-Ramp</b>
Crane & Miami Springs (2083 corner park)	1	10
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101 Pcatella ST on Payne	1	10
100 Pocatella ST on Paybe	1	10
254 Curtiss Grace Church	1	10
890 Morningside DR	1	10

<b>19</b>	190
<b>EA</b>	LF

<b>950</b>
<b>SF</b>

# MIAMI BEACH

Procurement Department, 1755 Meridian Avenue, 3<sup>rd</sup> Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov, 305-673-7490

Submitted via E-mail to: [efj600@yahoo.com](mailto:efj600@yahoo.com)

September 29, 2021

Ernesto Feliciano  
Metro Express, Inc.  
9442 Northwest 109 Street  
Medley, Florida 33178

Subject: **RENEWAL OF AGREEMENT PURSUANT TO INVITATION TO BID (ITB) 2018-033-ND FOR PURCHASE OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPING OF CITY STREET AND PARKING LOTS.**


Dear Sir/Madam:

The current Agreement between the City of Miami Beach (the "City") and Metro Express, Inc. ("Contractor"), pursuant to ITB 2018-033-ND for purchase of concrete curbing/sidewalk construction, milling and resurfacing of asphalt concrete, and striping of city street and parking lots (the "Agreement"), expires November 7, 2021. This letter serves as notification that the City Manager has approved a one (1) year renewal of the Agreement through November 7, 2022.

Therefore, the City seeks concurrence from the Contractor to renew the Agreement at the same terms, conditions, and pricing as set forth pursuant to the above-referenced ITB.

Please indicate your acceptance of the aforementioned renewal by executing below as indicated. Should you have any questions or need additional information please contact Febe Perez at 305-673-7490 or [febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)

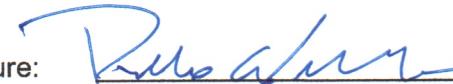
Thank you,

DocuSigned by:  
  
FEE220F3B0ED4F0...

For Alex Denis  
Procurement Director


Please sign below as your acceptance and return this letter via email to:  
[febeperez@miamibeachfl.gov](mailto:febeperez@miamibeachfl.gov)


Printed Name: Delio A. Trasobares Title: President

Signature:  Date: 10/08/2021

**Miami Springs Fraternal Order of Police  
Circle Lodge No. 11  
P.O. Box 661683  
Miami Springs, FL 33266**

**Memorandum**

**To:** William Alonso, City Manager 

**From:** Lieutenant Claire Gurney, Tournament Coordinator 

**Subject:** **15<sup>th</sup> Annual Charles B. Stafford Memorial Golf Tournament  
Donation Request**

**Date:** April 27, 2022

The Miami Springs Fraternal Order of Police Circle Lodge No. 11 is hosting the 15<sup>th</sup> Annual Charles B. Stafford Memorial Golf Tournament on Friday, May 20, 2022. The City of Miami Springs has supported this event since its inception. Each year, \$2,000.00 is budgeted for the event. To commemorate and honor the 30<sup>th</sup> anniversary of Officer Stafford's passing last year, the Miami Springs Council members approved a \$5,000.00 donation. I am respectfully requesting that the Council consider increasing the donation from \$2,000.00 for this year's 15<sup>th</sup> annual event.

Proceeds from the tournament benefit Police Office Assistance Trust (POAT) which is dedicated to the law enforcement community of Miami-Dade by providing assistance to the officers and their families in the times of hardship and personal crisis and the Miami Springs FOP which is comprised of local law enforcement officers which benefits local organizations.