



**REVISED**

**CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Maria Puente Mitchell**

**Vice Mayor Victor Vazquez, Ph. D.  
Councilwoman Jacky Bravo**

**Councilman Bob Best  
Councilman Walter Fajet, 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, November 14, 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:** Councilwoman Jacky Bravo  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
  - A) Recognition of the Artist of the Month for November 2022 Springview Elementary Fourth and Fifth Grade Art Students; inspired by French Artist Henri Rousseau's landscapes
- 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) October 24, 2022 – Regular Meeting
  - B) October 27, 2022 – Special Meeting
- 7. Reports from Boards & Commissions:**
  - A) Advisory Board Update by Recreation Commission Board Member Fred Gonzalez
  - B) Advisory Board Update by Board of Adjustment Chair Ernie Aloma
- 8. Public Hearings:**

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending The City’s Comprehensive Plan By Adopting The Evaluation And Appraisal Report (Ear) Based Comprehensive Plan Amendments; Providing For Transmittal; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

B) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Adopting An Amendment To The Water Supply Facilities Work Plan; Providing For Transmittal; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

C) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Approving A Small Scale Comprehensive Plan Amendment To The City’s Future Land Use Map (FLUM) From “Public Facility” To “Single Family Residential” For A 37,751 Square Foot (±0.86 Acre) Parcel Of Property Generally Located At 1101 Wren Avenue; Providing For Authorization; Providing For Conflicts; Providing For Severability; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Approving A Tentative Plat Application By Enclave At Miami Springs, LLC For Property Located At 1101 Wren Avenue (Folio No. 05-3024-017-0010); Providing For Conditions; Providing For Violations; Providing For Authorization; And Providing For An Effective Date

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

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Superior Park Systems, Inc. For The Tennis Court Resurfacing Project; Authorizing The Execution Of A Construction Contract In An Amount Not To Exceed \$30,900; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Statewide Surface Restoration And Wastewater Projects State Appropriation Grant In The Amount Of \$750,000; Approving A State-Funded Grant Agreement With The Florida Department Of Environmental Protection (FDEP) Relating To The Hook Square Pump House Replacement Project; 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, Selecting F&L Fire And Electrical System, Inc. For Citywide Miscellaneous Electrical Services Pursuant To Request For Proposals No. 01-22/23; Providing For Authorization; And Providing For An Effective Date

**10. Old Business: None.**

**11. New Business: None.**

**12. Other Business:**

A) Update on Annexation

B) Request to Fill the Vacancy Employee Pension Board

**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, November 14, 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/UC2at9KNngUxZRSw1UkhdHLQ/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

## Erika Gonzalez-Santamaria

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**From:** Shannen M. Jaser  
**Sent:** Wednesday, November 2, 2022 1:44 PM  
**To:** Erika Gonzalez-Santamaria  
**Subject:** FW: Abdiel Acosta Bio

Artist of the month for November.

Thanks Much!



**Shannen Jaser**

Public Information & Professional Services Specialist



**CITY OF MIAMI SPRINGS**

201 Westward Drive  
Second Floor – Professional Services  
Miami Springs, Florida 33166  
(O) 305-805-5010  
(City Cell) 786-606-1282  
(E) [JaserS@miamisprings-fl.gov](mailto:JaserS@miamisprings-fl.gov)



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 Please save a tree. Don't print this e-mail unless it's really necessary.

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**From:** Acosta, Abdiel <aacosta@dadeschools.net>  
**Sent:** Wednesday, November 2, 2022 1:19 PM  
**To:** Shannen M. Jaser <jasers@miamisprings-fl.gov>  
**Cc:** Flor, Catalina <cjflor@dadeschools.net>  
**Subject:** Abdiel Acosta Bio

## Henri Rousseau Fantasy Landscapes

These pieces were created by the Fourth and Fifth Grade art students at Springview Elementary School. Their objective was to create a landscape inspired by the French self-taught artist, Henri Rousseau. Henri was a retired toll and tax collector who

lived from the late 1800's to the beginning of the 1900's. He taught himself how to paint and would find the inspiration for his fantasy landscapes in the botanical gardens in Paris. Through his art, Henri created exotic scenes from faraway lands. His work shows us that we do not need wings to fly away to distant lands, we only need a vivid imagination to take us anywhere our heart desires.

Abdiel Acosta

Art Teacher

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

City Council Meeting

Regular Meeting Minutes

Monday, October 24, 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 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Victor Vazquez, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

City Attorney Candice Balmori (via Zoom)

Police Chief Armando Guzman

2. **Invocation:** Offered by Vice Mayor Victor Vazquez

**Pledge of Allegiance:** The audience participated in leading the pledge.

3. **Agenda / Order of Business**

**Mayor Mitchell requested that Item 12A and 11B be heard after Open Forum; it was the general consensus of the City Council to move up the items.**

4. **Awards & Presentations:**

A) Presentation by Chief Armando Guzman – Officer of the Month Award for the month of September 2022 - Officer Brian Nickerson

**Mayor Mitchell welcomed Chief Guzman to the podium. Chief Guzman introduced Sgt. Fetters who then addressed the Council on his recommendation for nominating Officer Nickerson as the recipient of the Officer of the Month for September. Officer Nickerson thanked the City Administration, Mayor and City Council for the recognition and for their continued support.**

5. **Open Forum:** The following members of the public addressed the City Council: No speakers at this time.



**6. Approval of Council Minutes:**

- A) October 10, 2022 – Regular Meeting
- B) October 13, 2022 – Special Meeting

**Councilman Best moved to approve the minutes of September 26, 2022 Regular Meeting. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

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

**8. Public Hearings:**

A) **Ordinance – Second Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Section 32-68, "Mitigation Of Fines," Of The City's Code Of Ordinances To Establish Procedures And Guidelines For The Mitigation Of Code Enforcement Fines, Penalties And Liens; Providing For Codification; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date

**City Attorney Haydee Sera read the Ordinance by title. Mayor Mitchell opened the public hearing. There were no speakers at this time.**

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

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

A) Recommendation by staff that Council approve an expenditure to River Cities Gazette, as a sole source local print publishing provider, on an "as needed basis" in the amount of \$32,200.00. The River Cities Gazette provides for expanded access reaching every residential home and including local businesses within City limits through mailed or delivered publishing newspaper. In addition, the City fulfills its publishing requirements for legal notices in the generally circulated Daily Business Review and the Miami Herald, additionally on its Official Website. The City utilizes the Gazette for courtesy notices, City's events, and local City updates. Funds were budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(6)(c) of the City Code

B) Recommendation by Public Works that Council authorize the issuance and/or execution of a purchase order to Petersen Industries, a sole source provider, as there is only one source (proof attached) for the required in an amount not to exceed \$30,000.000 for the hydraulic parts for the cranes, pursuant to Section §31.11 (E)(6)(c) of the City Code

C) **Resolution** – A Resolution Of The Mayor And The City Council Of The City

Of Miami Springs, Florida, Approving A First Amendment To The Agreement With Metro Express, Inc. To Extend The Term Of The Agreement; Authorizing The City Manager To Issue A Purchase Order To Metro Express, Inc. For Concrete Curbside/Sidewalk Construction, Milling, And Resurfacing Of Asphalt Concrete And Striping Services On An As-Needed Basis For Fiscal Year 2022-23 In An Amount Not To Exceed \$200,000; 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 One Vehicle For The Parks And Recreation Department From Alan Jay Automotive Management, Inc. In An Amount Not To Exceed \$31,379 Utilizing The Terms And Conditions Of Sourcewell Contract No. 091521-Naf Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Implementation; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The City Council Of The City Of Miami Springs, Florida Providing For The Fourth Amendment To The Fiscal Year 2021-22 General Fund Budget; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Accepting A Municipal Grant Program Award In The Amount Of \$50,000; Approving A Grant Agreement With The Miami-Dade Transportation Planning Organization For The City Of Miami Springs Parking Analysis; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

**Mayor Mitchell pulled item 9F for further discussion.**

**Councilman Best moved to approve Item 9A through 9E. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**City Manager William Alonso read Consent Agenda Item 9F by title. He provided background information on the parking study grant. Councilman Fajet made a motion to approve the Resolution as read. Vice Mayor Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

**10. Old Business: None at this time.**

**11. New Business:**

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Declaring City Manager William Alonso, Controller Moira Ramos, And Chief Of Police Armando Guzman As Authorized Signatories For The City's Amerant Bank, N.A. Bank, Savings, And Trust Accounts; Authorizing Amerant Bank, N.A. To Accept Either Two Manual Signatures Or Two Facsimile Signatures From Any Combination Of The City's Authorized Signatories For The City's Bank, Savings, And

Trust Accounts; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date

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

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

B) Update on Golf Carts

**This item was heard earlier in the meeting. City Attorney Candice Balmori provided some vital background on the current State legislation for the regulation of Golf Carts and Low Speed Vehicles. She provided information on the difference between golf carts and low speed vehicles and specific requirements on allowing either one within the City. It was the consensus of the City Council for the City to provide a fact sheet on the current State regulations and place on the December agenda to discuss further with the residents.**

**12. Other Business:**

A) Request by Dennis Caicedo for a donation from Miami Springs Middle School PTSA

**This item was heard earlier in the meeting. Mr. Caicedo requested a donation towards the Miami Springs Middle School PTSA to kick-off the fundraising season. Vice Mayor Vazquez moved to approve a donation of \$250.00 towards the Miami Springs Middle School PTSA. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

B) Request to Cancel the second meetings in November (November 28<sup>th</sup>) and December (December 26<sup>th</sup>)

**Vice Mayor Vazquez moved to cancel the second meetings in November and December. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Vazquez, Councilman Best, Councilwoman Bravo, Councilman Fajet and Mayor Mitchell voting Yes.**

C) Update on Annexation Application

**City Manager William Alonso provided an update on the status of the City's annexation application. He stated that he and the City Attorney have been in touch with the County Attorney's Office on the negotiations for the Interlocal Agreement. He mentioned that the legal description will be updated soon and will be included in the new legal description in the final interlocal.**

D) Update on the Vacancy Process

**City Attorney Haydee Sera provided an update on the upcoming process to fill the vacancy coming up on November 22<sup>nd</sup> for Group IV. She explained that the City's charter requires a special election within thirty days of the vacancy which does not comply with County legislation and State statutes. She stated that she and the City Clerk are in communication with the County Elections to coordinate a possible special election or to explore other possibilities until the City's regularly scheduled General Election in April 2023.**

E) Update on November 9th Farewell Event at Curtiss Mansion for Commissioner Sosa's Years of Service

**Mayor Mitchell reminded the public that the event commemorating Commissioner Sosa's years of service is quickly approaching and that tickets are still available through Eventbrite or through RSVPing to the City Clerk. She stated that the event will take place on Wednesday, November 9<sup>th</sup> from 7:00 p.m. to 9:00 p.m. at the historic Curtiss Mansion.**

**13. Reports & Recommendations:**

A) City Attorney

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

B) City Manager

**City Manager William Alonso stated that the groundbreaking event for the Realtors Association headquarters will take place on October 26<sup>th</sup> at 10:00 a.m. The groundbreaking is the kickoff event for the Realtors Association new building that will house one of the largest realtor associations nationwide. Assistant City Manager Tammy Romero announced all the upcoming City events and stated that more information is available on the City website.**

C) City Council

**Councilman Best reminded that the Halloween events are happening this year around the Circle and surrounding neighborhoods, he advised trick or treaters to be aware of vehicles when crossing the street. He wished everyone a Happy Halloween.**

**Councilwoman Bravo had no report at this time.**

**Councilman Fajet had no report at this time.**

## **Vice Mayor Vazquez**

**Mayor Mitchell stated that she recently attended the Miami Airport Chamber of Commerce meeting and event on Thursday night at Woody's. She looks forward to a long-term relationship with the Chamber to promote businesses in the Springs, and encourage potential businesses to making the City their new home. She stated that Early Voting started today and encourage everyone to go out and vote.**

## **14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 9:10 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 14th day of November, 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.



**City of Miami Springs, Florida**  
City Council Meeting  
Special Meeting Minutes  
Thursday, October 27, 2022 6:00 p.m.  
Council Chambers at City Hall  
201 Westward Drive, Miami Springs, Florida

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell  
Vice Mayor Victor Vazquez, Ph.D. (via Zoom)  
Councilman Bob Best  
Councilwoman Jacky Bravo  
Councilman Walter Fajet, Ph.D.

City Manager/Finance Director William Alonso  
City Clerk Erika Gonzalez-Santamaria  
City Attorney Haydee Sera  
Assistant City Manager Tammy Romero

- 2. Invocation:** Councilman Bob Best  
**Pledge of Allegiance:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Public Comments**
- 4. Resolution –** A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With Miami-Dade County Relating To The Annexation Of Unincorporated Property Contiguous To The City Of Miami Springs; Providing For Authorization; Providing For Implementation; Providing For Conflicts; And Providing For An Effective Date

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

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

- 5. Adjourn**

There being no further business to be discussed the meeting was adjourned at 6:20 p.m.

*Respectfully submitted:*

*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 14th day of November, 2022.*

*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.





37 **Section 3. Transmittal.** The City Planner is directed to transmit the EAR  
38 Report Based Comprehensive Plan Amendments adopted by this Ordinance to the DEO  
39 and all other units of local government or governmental agencies required by Florida  
40 Statutes, Section 163.3184.

41  
42 **Section 4. Conflicts.** All ordinances or parts of ordinances, and all Resolutions,  
43 or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such  
44 conflict.

45  
46 **Section 5. Severability.** That the provisions of this Ordinance are declared to  
47 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
48 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
49 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but  
50 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
51 notwithstanding the invalidity of any part.

52  
53 **Section 6. Effective Date.** That this Ordinance shall be effective immediately  
54 upon passage by the City Council on second reading, except that the effective date of the  
55 comprehensive plan amendments approved by this Ordinance shall be the date a final  
56 order is issued by the DEO or Administrative Council finding the plan amendments in  
57 compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs  
58 earlier. The Florida DEO notice of intent to find the plan amendments in compliance shall  
59 be deemed to be the final order if no timely petition challenging the plan amendment is  
60 filed.

61 **PASSED ON FIRST READING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, on a  
62 motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

63 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2022,  
64 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon being put to a  
65 roll call vote, the vote was as follows:

66 Vice Mayor Dr. Walter Fajet \_\_\_\_\_  
67 Councilman Bob Best \_\_\_\_\_  
68 Councilwoman Jacky Bravo \_\_\_\_\_  
69 Councilman Dr. Victor Vazquez \_\_\_\_\_  
70 Mayor Maria Puente Mitchell \_\_\_\_\_

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75 \_\_\_\_\_  
76 MARIA PUENTE MITCHELL  
77 MAYOR  
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79

80 ATTEST:

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84 \_\_\_\_\_  
ERIKA GONZALEZ, MMC

85 CITY CLERK

86

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88 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

89 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

94 CITY ATTORNEY

**EXHIBIT A**

**EAR REPORT BASED COMPREHENSIVE PLAN AMENDMENTS**

Exhibit  
Proposed  
Amendments

## **Amendments by Element:**

### **Intergovernmental Coordination Element**

Policy 1.1.12: Dispute Resolution Process, The City of Miami Springs shall utilize the South Florida Regional Planning Council's dispute resolution process to resolve disputes or conflicts, on planning, growth management, related issues between other local governments. When the City's efforts fail to resolve a dispute with any local government, the City shall notify the Regional Planning Council in writing about the dispute, requesting the Council's mediation. The City shall also notify the local government that the City has requested mediation assistance from the South Florida Regional Planning Council.

Policy 1.3.1: Miami Springs shall monitor changes to the adopted level-of-service standards of adjacent municipalities and jurisdictions, including City of Hialeah, Village of Virginia Gardens, and Miami-Dade County, and adjust its own level- of-service standards accordingly.

Policy 1.1.21 The City shall coordinate its planning and permitting processes with Miami-Dade County, Miami-Dade County Public Schools, and other parties of the Interlocal Agreement consistent with the procedures established within the Interlocal Agreement as follows:

1. Review and update of the annual Public Schools Work Program, containing the ~~financially feasible~~ schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs) and/or districtwide

## **Capital Improvements:**

### **Policy 1.2.1**

The following Level of Service (LOS) standards shall be maintained:

**Potable Water:** The City shall secure adequate potable water supply from Miami- Dade WASD to provide an average of 155-94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

(a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

### **Policy 1.2.3**

~~Miami Springs hereby adopts by reference the Miami-Dade County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.~~

### **Policy 1.2.3**

Miami Springs hereby adopts by reference, the Miami-Dade Water Supply Facilities Work Plan as revised April 2008, the capital projects described therein and subsequent revisions. County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2013 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on October 10, 2013 November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.

## CONSERVATION ELEMENT

**Policy 1.2.1** The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

Policy 1.3.3 The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

Policy 1.3.4 The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.



## FUTURE LAND USE ELEMENT

GOAL 1: ACHIEVE THE FOLLOWING COMMUNITY CHARACTER: Miami Springs should be a residential community which offers the best possible residential environment consistent with its location and development history. Development policies should protect and preserve its single-family residential character and neighborhoods by maintaining an adequate supply of safe decent and affordable housing for its current and future residents. The planning horizon in maintaining these goals for the City shall be 2040.

Policy 1.1.1 The City shall enact and enforce land development code provisions which are consistent with the Future Land Use Map (Figure 1.1), including the land uses and the densities and intensities specified in Policy 1.1.8. The City shall maintain land use densities at levels which shall a minimum be sufficient to accommodate growth for a 2040 planning horizon.

### Policy 1.1.4

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

Policy 1.1.9 The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.1.10 The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.2.1: ~~By 2016,~~ The City will adopt and maintain a community redevelopment plan that will address commercial redevelopment and deteriorated and blighted areas within the community.

Objective 1.10: Decisions regarding the location, extent and intensity of future land use will be based upon the physical and financial feasibility of providing all urbanized areas with services at levels of service (LOS) which meet or exceed the minimum standards adopted in the Capital Improvements Element.

## **INFRASTRUCTURE ELEMENT**

Policy 1.4.3 Drainage: All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff.

### **Objective 1.5 Water Conservation**

Policy 1.5.2 The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

Policy 1.5.3 The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

Policy 1.5.5 The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

Policy 1.5.6 The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

Policy 1.5.7 The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

Policy 1.5.8 The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design.

Policy 1.5.9 The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

## **Public Schools Facilities Element**

**Objective 1.1** *The City shall work in conjunction with Miami-Dade County Public Schools towards the reduction of the overcrowding which currently exists in the public school system, while striving to attain an optimum level of service pursuant to Objective 1.2. ~~The City shall also coordinate with Miami-Dade County Public Schools and other appropriate agencies to provide additional solutions to overcrowding so that countywide enrollment in Miami-Dade County's public schools will meet state requirements for class size by September 1, 2010.~~*

**Policy 1.2.3:** It is the goal of Miami-Dade County Public Schools, Miami-Dade County, and parties of the Amended and Restated Interlocal Agreement for Public School Facilities Planning, including the City of Miami Springs, for all public school facilities to achieve 100 percent utilization of Permanent FISH (No Relocatable Classrooms) ~~by January 1, 2018~~. To help achieve the desired 100 percent utilization of Permanent FISH by 2018, Miami-Dade County Public Schools should continue to decrease the number of relocatable classrooms over time. Public school facilities that achieve 100 percent utilization of Permanent FISH capacity should, to the extent possible, no longer utilize relocatable classrooms, except as an operational solution, such as to achieve the level of service standard during replacement, remodeling, renovation or expansion of a public school facility. ~~By December 2010, Miami-Dade County in cooperation with Miami-Dade County Public Schools will assess the viability of modifying the adopted LOS standard to 100 percent utilization of Permanent FISH (No Relocatable Classrooms) for all CSAs.~~

Policy 1.2.1: The City shall amend its plan annually to adopt a new fifth year, updating the ~~financially feasible~~ public schools capital facilities program, coordinating the program with the 5-year school district facilities work plan, the plans of other local governments and as necessary, updates to the concurrency service area maps.

Transportation Element:

Policy 1.1.3 The City shall approve no alteration in the existing traffic circulation system which materially reduces the continuity and rights-of-way of arterials or collectors shown on the Future Transportation Map. The Future Transportation Map will provide, at minimum, for the 5 and 10 year planning horizon. This policy shall not be interpreted to block closing of local streets to enhance neighborhood security and quietude. The planning horizon for the City's transportation system shall be 2040, and shall be reviewed for updates upon the Miami-Dade Transportation Planning Organization's adoption of an updated regional Long-Range Transportation Plan.

## **Recreation & Open Space Element**

**Policy 1.3.7:** The City shall create a Recreation and Open Space Master Plan ~~by 2016~~ which will address the current and future needs of City residents, possible sites for new projects as well as coordination and integration of recreation and open space goals with the other Elements of the Comprehensive Plan. The Plan will include potential funding sources that will allow the enhancement and expansion of the City's recreation and open space system.

Draft New Property  
Rights  
Element

## **PROPERTY RIGHTS ELEMENT**

**Goal** The City of Miami Springs will make **planning and development** decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

**Objective 1.1** The City of Miami Springs will respect judicially acknowledged and constitutionally protected private property rights.

**Policy 1.1.1** The City of Miami Springs will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

**Policy 1.1.2** The City of Miami Springs will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

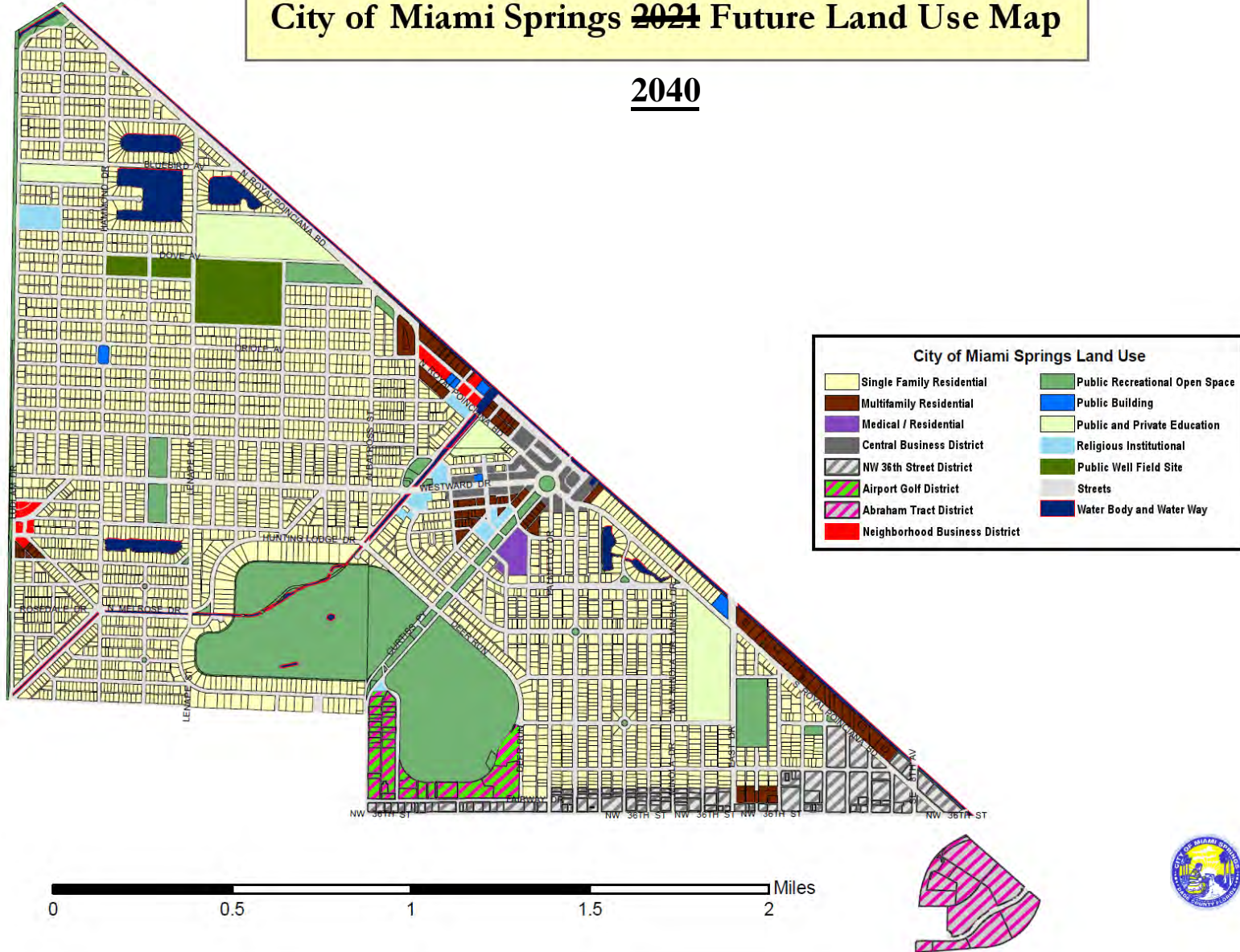
**Policy 1.1.3** The City of Miami Springs will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

**Policy 1.1.4** The City of Miami Springs will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Figure 1.1

# City of Miami Springs ~~2021~~ Future Land Use Map

2040





**Objections, Recommendations and Comments Report  
Proposed Comprehensive Plan Amendment  
City of Miami Springs 22-01ER**

The Department has identified three comments regarding the City of Miami Springs' proposed comprehensive plan amendments. The comments are provided below, along with recommended actions the City could take to resolve issues of concern. Comments are offered to assist the local government and will not form the basis for a compliance determination.

Department staff has discussed the basis of the report with City staff and is available to assist the City to address the comments.

**Comment 1: Property Rights Element:**

Section 163.3177(6)(i)1., Florida Statutes (F.S.), requires each local government to include a property rights element in its comprehensive plan. The City's proposed Property Rights Element generally models the statement of rights set forth in section 163.3177(6)(i)1., F.S. However, the Goal of the proposed Property Rights Element limits the consideration of property rights matters to "planning and development decisions" as opposed to considering them in all local decision making.

Prior to adoption, the Department recommends that the proposed amendment be revised to consider private property rights in all of the City's local decision making.

Please be advised the Property Rights Element adopted by the local government may not conflict with the statement of rights provided under Section 163.3177(6)(i)1., F.S. To ensure the adopted language does not conflict, the Department recommends that the local government consult with its legal department.

**Response:** The Amendment has been revised accordingly to remove the limitation to planning and development. **Goal The City of Miami Springs will make planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.**

**Comment 2: Planning Horizon:**

The proposed comprehensive plan amendment does not reflect an updated planning horizon for the City's Comprehensive Plan. Section 163.3177(5)(a), F.S. requires comprehensive plans to establish at least two (2) planning periods, one covering the first 5-year period occurring after the plan's adoption and one covering at least a 10-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process. Prior to adoption, the amendment should be revised to incorporate an appropriate, updated planning horizon covering at least the two required planning periods.

**Response: Th City is adding the additional amendments:**

GOAL 1: ACHIEVE THE FOLLOWING COMMUNITY CHARACTER: Miami Springs should be a residential community which offers the best possible residential environment consistent with its location and development history. Development policies should protect and preserve its single-family residential character and neighborhoods by maintaining an adequate supply of safe decent and affordable housing for its current and future residents. The planning horizon in maintaining these goals for the City shall be 2040.

Policy 1.1.1 The City shall enact and enforce land development code provisions which are consistent with the Future Land Use Map (Figure 1.1), including the land uses and the densities and intensities specified in Policy 1.1.8. The City shall maintain land use densities at levels which shall a minimum be sufficient to accommodate growth for a 2040 planning horizon.

The City's map shall note 2040 Future Land Use Map in its title.

The Transportation Element shall additionally be amended as follows:

Transportation Element:

Policy 1.1.3 The City shall approve no alteration in the existing traffic circulation system which materially reduces the continuity and rights-of-way of arterials or collectors shown on the Future Transportation Map. The Future Transportation Map will provide, at minimum, for the 5 and 10 year planning horizon. This policy shall not be interpreted to block closing of local streets to enhance neighborhood security and quietude. The planning horizon for the City's transportation system shall be 2040, and shall be reviewed for updates upon the Miami-Dade Transportation Planning Organization's adoption of an updated regional Long-Range Transportation Plan.

**Comment 3:** Internal Inconsistency:

The City has proposed revisions to its Capital Improvements Element ("CIE") in both the Evaluation and Appraisal Review ("EAR")-based amendment to the City's comprehensive plan and in the update to the City's Water Supply Facilities Work Plan (the "Work Plan"). While these two sets of proposed revisions are similar in intent, the proposed policy revisions do not exactly correlate. For instance, the Work Plan update proposes to delete text within Policy 1.2.3 of the CIE; however, the proposed EAR-based amendments do not include such a revision to Policy 1.2.3 of the CIE. The Department recommends revising the amendments further to avoid internal inconsistencies.

**Response:** Report and Comprehensive Plan have been adjusted for second reading as follows and matched for consistency.

### **Policy 1.2.3**

Miami Springs hereby adopts by reference, the Miami-Dade Water Supply Facilities Work Plan as revised April 2008, the capital projects described therein and subsequent revisions. County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2013 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on October 10, 2013 November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections

based on revised population data and is requesting an extension of the permit duration through the year 2040.





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

38  
39 **Section 2. Water Supply Facility Plan Amendments Adopted.** The City  
40 Council hereby adopts the 10-Year Water Supply Facilities Work Plan (2022) Update,  
41 attached as Exhibit “A.”

42  
43 **Section 3. Transmittal.** The City Planner is authorized to transmit the Water  
44 Supply Facilities Work Plan Update adopted by this Ordinance to the Florida Department  
45 of Economic Opportunity (“DEO”) and all other units of local government or governmental  
46 agencies required by Florida Statutes, Section 163.3184.

47  
48 **Section 4. Conflicts.** All ordinances or parts of ordinances, and all Resolutions,  
49 or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such  
50 conflict.

51  
52 **Section 5. Severability.** That the provisions of this Ordinance are declared to  
53 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
54 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
55 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but  
56 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
57 notwithstanding the invalidity of any part.

58  
59 **Section 6. Effective Date.** That this Ordinance shall be effective immediately  
60 upon passage by the City Council on second reading, except that the effective date of the  
61 comprehensive plan amendments approved by this Ordinance shall be the date a final  
62 order is issued by the Florida DEO or Administrative Council finding the plan amendments  
63 in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs  
64 earlier. The DEO notice of intent to find the plan amendments in compliance shall be  
65 deemed to be the final order if no timely petition challenging the plan amendment is filed.

66 **PASSED ON FIRST READING** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, on a  
67 motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

68 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2022,  
69 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon being put to a  
70 roll call vote, the vote was as follows:

71 Vice Mayor Dr. Walter Fajet \_\_\_\_\_  
72 Councilman Bob Best \_\_\_\_\_  
73 Councilwoman Jacky Bravo \_\_\_\_\_  
74 Councilman Dr. Victor Vazquez \_\_\_\_\_  
75 Mayor Maria Puente Mitchell \_\_\_\_\_

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MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

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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**

**WATER SUPPLY FACILITIES WORK PLAN (2022) UPDATE**





Exhibit  
Draft Water Supply Plan

**CITY OF  
MIAMI SPRINGS, FLORIDA**

**10-YEAR  
WATER SUPPLY FACILITIES  
WORK PLAN 2022~~2017~~  
UPDATE**

## **ACKNOWLEDGEMENTS**

### **City Council**

Mayor Maria Puente Mitchell  
Councilman Bob Best  
Councilwoman Jackie Bravo  
Councilman Walter Fajet  
Councilman Victor Vasquez

### **City Staff**

William Alonso, City Manager  
Erika Gonzalez-Santamaria, City Clerk  
Chris Heid, City Planner

**Prepared By:**

The Corradino Group  
4055 NW 97 Avenue  
Miami, FL 33178

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## 1.0 Introduction

The purpose of the City of Miami Springs Water Supply Facilities Work Plan Update (Work Plan Update) adopted on XXXXX XX, 2022 is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the City’s jurisdiction. The City’s first Work Plan was adopted

on August 8, 2008 while the first Update was adopted with an update adopted on August 14, 2017. This is the second update to the City's original 20-Year Water Supply Facilities Work Plan.

~~This is an update to the first Water Supply Facilities Work Plan that was adopted on August 8, 2008. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the water management district approves a regional water supply plan or its update. The 2018 Lower East Coast Water Supply Plan Update was approved by the South Florida Water Management District (SFWMD) on ~~October 10, 2013~~ November 8, 2018. Therefore, the deadline for local governments within the Lower East Coast jurisdiction to amend their comprehensive plans to adopt a Work Plan is March 13, 2015.~~

As a retail customer, City residents ~~of the~~ obtain their water directly from the Miami-Dade County Water and Sewer Department (WASD), which is responsible for ensuring that enough capacity is available for existing and future customers.

The City acknowledges the importance of water conservation and reuse and has included policies in its Comprehensive Plan to assist in implementing related strategies. The City recognizes that to maintain a water supply system and conservation program there must be effective coordination with Miami-Dade County Water and Sewer Department (WASD). The City has an excellent working relationship with WASD in ensuring compliance with all regulations and guidelines. City staff also coordinates with WASD during the development review process to ensure enough capacity is available for existing and future customers and supporting infrastructure is adequately maintained.

Starting with this Work Plan Update, the Miami-Dade County Water Supply Facilities Work Plan will have a 10-year planning horizon. The City Work Plan will reference the initiatives already identified in Miami-Dade County's 2010-year Work Plan Update, which was adopted on February 4, 2015, since the City is a retail buyer. To date, Miami-Dade County's 2020 10-Year Water Supply Facilities Work Plan Update has not been adopted, therefore this Work Plan Update will rely on the most current available data that may become available found in the Draft Miami-Dade Water and Sewer Department 10-Year Water Supply Facilities Work Plan October 2020, revised April 2021. According to state guidelines, the Work Plan and the comprehensive plan amendment must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period. The City's Work Plan has the same planning timeframe as Miami-Dade County's 2010-year Work Plan.

The City's Work Plan is divided into six sections:

- Section 1 - Introduction
- Section 2 - Background Information
- Section 3 - Data and Analysis
- Section 4 - Intergovernmental Coordination
- Section 5 - Capital Improvement Elements
- Section 6 - Conclusion

## 1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005 ~~and~~ 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes (F.S.) by strengthening

the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between-local land use planning and water supply planning.

## 1.2 Statutory Requirements

The City has considered the following statutory provisions when updating its Water Supply Facilities Work Plan Update (Work Plan Update):

1. Coordinate its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.]
2. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a),F.S . Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2)(a),F.S.
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
  - a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated-SFWMD Regional Water Supply Plan, or the alternative project(s) proposed by the local government under [s. ~~373707(7)~~709(8)(b),F.S. [s.163.3177(6)(c),F.S.];
  - b. Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet water needs identified in the SFWMD Regional Water Supply Plan within the local government's jurisdiction [s. 163.3177(6)(c), F.S.]; and
  - c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development. [s.163.3177(6)(c),F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the SFWMD Regional Water Supply Plan, the SFWMD Water Management Plan, as well as applicable consumptive use

permit(s). [s.163.3177(6)(d),F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use and demand for the established planning period, considering the SFWMD Regional Water Supply Plan. [s.163.3167(943),F.S.].

7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the SFWMD Regional Water Supply Plan [s.163.3177(6)(h)1.F.S.].
8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191(3), F.S.].
9. A local government that does not own, operate, or maintain its own water supply facilities, including, but not limited to, wells, treatment facilities, and distribution infrastructure, and is served by a public water utility with a permitted allocation of greater than 300 million gallons per day is not required to amend its comprehensive plan in response to an updated regional water supply plan or to maintain a work plan if any such local government's usage of water constitutes less than 1 percent of the public water utility's total permitted allocation. However, any such local government is required to cooperate with, and provide relevant data to, any local government or utility provider that provides and natural groundwater aquifer recharge element updated in accordance with s. 163.3191. Any local government may verify its qualifications for the exemption with the Florida Department of Economic Opportunity (DEO) [s.163.3177(6)(c)4., F.S.].



## 2.0 BACKGROUND INFORMATION

### 2.1 Overview

The City of Miami Springs was founded by Glenn H. Curtiss, in 1926, and was originally known as Country Club Estates. The area we now know as Miami Springs was originally 17,000 acres of land bought by Curtiss to create a flight school for the growing air travel from Miami. From the original 128 residences that occupied the area, the City grew with the expansion of Miami's air travel needs. Today, Miami Springs has approximately 14,000 ~~44,500~~ residents.

Historically, the development of Miami Springs has been tied to Miami International Airport, and this still serves as the largest economic engine within the City. Over time Miami Springs has developed a more diversified economy that caters to the needs of its residents and to the people living within the surrounding area.

Due to Glenn H. Curtiss' planning, Miami Springs has developed in a relatively planned and organized manner, providing its residents with green space, schools, and easily serviceable areas. While Miami Springs has experienced growth, it is important to note that it has not shown the same aggressive growth as other cities or as the County. As a substantially built out community the City will not have significant population growth during the planning period. The City's first Water Supply Facilities Work Plan was adopted in 2008, and was subsequently updated in 2017.

### 2.2 City Boundaries

The City is bound by N.W. 36th Street to the south, Miami River to the northeast and Ludlum Road to the west. The City also includes a 54-acre parcel of land located between the Miami River to the northeast, Le Jeune Road to the west and railroad tracks to the south and southeast. Figure 1 shows Miami Springs' location and boundaries.

### 2.3 Relevant Regional Issues

Regional issues that affect the City include minimizing pressure on the Everglades and Biscayne Bay ecosystems and, Biscayne and Floridan Aquifers. To that end, the Comprehensive Everglades Restoration Plan (CERP) is providing the foundation for one of the largest ecosystem restoration projects in the world. The SFWMD and the US Army Corps of Engineers have partnered in order to restore, protect and preserve the water resources of central and southern Florida, including the Everglades. Various projects under CERP help ensure the proper quantity, quality, timing, and distribution of waters to the Everglades and all of South Florida. The goal of CERP is to capture fresh water that now flows unused to the Atlantic Ocean and the Gulf of Mexico and redirect it to areas that need it most.

The SFWMD is the state agency responsible for water supply in the Lower East Coast planning area which includes the jurisdictional boundaries of Miami Springs. SFWMD plays a pivotal role in resource protection, through criteria used for Consumptive Use Permitting. As pressure increased on the Everglades ecosystem resource, the Governing Board initiated rulemaking to limit increased allocations dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of SFWMD's water use permit program. This reduced

reliance on the regional system for future water supply needs, mandates the development of alternative water supplies, and increasing conservation and reuse.

Even with an ever increasing population, withdrawals from the Aquifers will be limited, greater conservation will be required to reduce per capita use; and, reclaimed water must continue to be an important alternative water source per the 2008 Leah G. Schad Ocean Outfall Program. The City does not have any domestic wastewater facilities which discharge into the ocean. But It supports Miami-Dade Counties efforts in reducing wastewater outflows and providing for reuse.

The Lower East Coast's ~~2018~~ 2013 Plan Update notes that a number of utilities have diversified their water supplies, including treatment and storage technologies, and water conservation programs. These alternatives include constructing brackish Floridan aquifer wells and reverse osmosis treatment plants, reclaimed water treatment and distribution facilities, and aquifer storage and recovery systems. Between 2007 and 2009, 41 MGD of potable water supply capacity was added. From 2010 to 2013, nine utilities built public water supply (PWS) projects with a capacity of 49 MGD. Approximately 14 percent of the current PWS allocation is now from an alternative water source, primarily brackish groundwater.

Intergovernmental Coordination Policy 1.1.4 provides coordination with MDWASD, RER (DERM) and the SFWMD. Intergovernmental Coordination Objective 1.4 and its implementing Policies supports climate change and sea level rise initiatives.

From FY2013 to FY2018, the SFWMD provided more than \$3 million in alternative water supply funding for 11 projects in the LEC Planning Area. Funded projects created 9.25 million gallons per day (mgd) of new reclaimed water capacity and 4.19 mgd of additional reclaimed water distribution or storage in the LEC Planning Area.

The 2018 Lower East Coast Water Supply Plan Update water supply major issues are as follows: 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed. 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria. 3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee. 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law. 5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

Policies are also in place to assist in the protection of surface and ground waters and, requirements that private development and public infrastructure projects maintain required surface water quality standards.

Through Conservation Objectives 1.2, 1.3 and Infrastructure Objectives 1.1, 1.3, 1.5 and its implementing policies, the City supports the protection and conservation of surface and groundwater. It also and maintains required surface water quality standards. Additionally, Intergovernmental Coordination, through its implementing Polices under Objectives 1.1 requires coordination with MDWASD and SFWMD.

As further outlined in Section 3.7 of this Plan the City of Miami Springs supports and assists Miami-Dade County and SFWMD in implementing programs and incentive for water conservation.

### 3.0 DATA AND ANALYSIS

The intent of the Data and Analysis section of the Work Plan is to describe the information that local governments need to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those that would change the Future Land Use Map (FLUM) to increase density and/or intensity. Additionally, population projections should be reviewed for consistency between the County and the SFWMD’s Water Supply Plan Update.

#### 3.1 Population Information

According to the ~~2010~~ 2020 Census, the City ~~had~~ has a population of ~~13,859~~ 43,809 residents. The July 2015-2010 estimate count was 44,490 13,809. This is a ~~4.9~~ 0.8% percent increase in population within that timeframe.

The City’s existing and future population (Years 2015-2035) figures were derived from the MDWASD Retail Customers estimate. Below is a comparison in tabular format. For the purpose of water supply planning the LEC projections will be utilized. ~~As shown in Table 1, the LEC Update states that the MDWASD Service Area has a population of 2,239,773.~~

The total ~~2010-2020~~ population of Miami-Dade County, in which the City’s population is included, was ~~2,861,401 2,496,435~~ (Table A-7.B-1 ~~PWS and DSS Service area~~ population projections for the LEC Planning Area, ~~2013-2018~~ LEC Water Supply Plan Update).

Of that total the Miami-Dade WASD serviced ~~2,441,885~~ 2,487,983 residents.

**Table 1. City vs. Miami-Dade County Population Comparison**

	<b>2015</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2035</b>	<b>2040</b>
<b><u>City of Miami Springs</u></b>	14,490	14,473 <u>15,069</u>	14,672 <u>15,447</u>	14,871 <u>15,825</u>	15,070 <u>16,203</u>	<u>16,581</u>
<b><u>MDWASD Service Area</u></b>	<del>2,266,092</del>	<del>2,370,769</del> <u>2,487,983</u>	<del>2,475,446</del> <u>2,647,294</u>	<del>2,580,123</del> <u>2,792,869</u>	<del>2,642,929</del> (2033) <u>2,93,543</u>	<u>3,043,340</u>
<b><u>Miami-Dade County Total Pop.</u></b>	<del>2,631,629</del>	<del>2,766,823</del> <u>2,861,401</u>	<del>2,902,018</del> <u>3,048,599</u>	<del>3,037,212</del> <u>3,222,001</u>	<del>3,118,328</del> (2033) <u>3,374,199</u>	<u>3,515,800</u>

Source: Draft Miami-Dade WASD 10-Year Water Supply Facilities Plan October 2020 and 2018 LEC Water Supply Plan Update.

#### 3.2 Miami Springs' Water Service Area

In September 2008, Miami Springs became a retail water customer of Miami-Dade WASD. Previously the City had been a wholesale customer. Figure 2 depicts current and future water service areas of the City. MDWASD is the only service provided to customers within the City’s municipal boundaries. The City

is currently undergoing applications for annexation of unincorporated Miami-Dade County areas; however, this is still pending final decisions. The proposed annexation area will continue to be served by MDWASD.

### 3.3 Potable Water Level of Service Standard

Policy ~~4-5-2~~ 1.2.1 of the ~~Infrastructure~~ Capital Improvements Element of the City’s Comprehensive plan contains the City’s Level of Service (LOS) standard for potable water.

The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

<b>Land Use Min.</b>	<b>Fire Flow (gpm)</b>
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

The City will continue to encourage the reduction of annual average per person demand pursuant to policies in the comprehensive plan as coordinated by MDWASD and the SFWMD. As evidenced by MDWASD data, as shown in Subsection 3.4 Table 2, the City has been successful in terms of water conservation as compared to other areas of Miami-Dade County (~~96~~ 93.79 gpcd (Miami Springs) vs. 137.2 gpcd (WASD)). In the future, the City will participate with Miami-Dade County in the utilization of reclaimed/reused water when available.

### 3.4 Population and Potable Water Demand Projections for Miami Springs

The SFWMD ~~2013~~ 2018 *Lower East Coast Water Supply Plan Update* (LEC) details the projected potable water demand for MDWASD, which includes the City of Miami Springs. Since MDWASD provides water to a number of Miami-Dade County municipalities and most of the unincorporated area, the analysis of the City’s water needs is determined by the City’s percentage of the overall population of the MDWASD service area population (Table 2).

**Table 2.**  
**MDWASD – Miami Springs**  
**Current and Projected Water Supply**  
(MDWASD) Water Use Permit No. 13-00017-W)

	<u>ACTUAL</u>	<u>PROJECTED</u>			
	<u>2015</u> <u>2020</u>	<u>2020</u> <u>2025</u>	<u>2025</u> <u>2030</u>	<u>2030</u> <u>2035</u>	<u>2035</u> <u>2040</u>
<u>Population</u>	14,490 <u>15,069</u>	14,473 <u>15,447</u>	14,672 <u>15,825</u>	14,871 <u>16,203</u>	15,070 <u>16,581</u>
<u>2018 Per Capita (gallons per day finished water)</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>	96 <u>93.79</u>
	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>	<u>MGD</u>
<u>Potable Water Demands (daily average annual) – City of Miami Springs</u>	1.34 <u>1.41</u>	<del>1.34</del> <u>1.45</u>	<del>1.40</del> <u>1.48</u>	<del>1.43</del> <u>1.52</u>	<del>1.45</del> <u>1.56</u>

Notes

1. Population projections and per Capita data from Draft MDWASD Retail Customers 10-Year Water Facilities Work Plan Exhibit C-7
- ~~2. Per Capita data from LEC Chapter 6: Water Supply Development Projects, p. 248~~

### 3.5 Water Supply Distribution Provided by the City of Miami Springs

MDWASD is a regional water and wastewater utility that furnishes potable water service to approximately 2.6 million inhabitants and tens of thousands of commercial establishments. The service area covers numerous municipalities and most of the unincorporated areas of Miami-Dade County. The City of Miami Springs does not provide or distribute potable water to the City’s residents or businesses.

~~After review of County records it has been determined they are incomplete with respect to self-supply systems.~~

### 3.6 Water Supply Provided by Miami-Dade Water and Sewer Department

The City receives its entire water supply from the Miami-Dade Water and Sewer Department. In 2007, the City indicated their desire to pursue the transfer of its water and sewer department to the County; said transfer was approved by the Miami-Dade County Commissioners (BCC) on July 17, 2008. In the Miami-Dade County 20-Year Water Supply Facilities Work Plan, the WASD committed to meet the water demand for the municipalities within the service area.

The MDWASD System supplies potable water to over 2.6 million persons, including residents and businesses within a number of municipalities, and is an interconnected system of three subareas. The WASD's service area includes all portions of Miami-Dade County within the Urban Development Boundary (UDB), excluding all or portions of North Miami, North Miami Beach, Miami Gardens, Homestead and the Florida City service area. Miami Springs is located in the Hialeah-Preston Subarea, which serves the northern part of Miami-Dade County.

The City of Miami Springs is served by the Hialeah-Preston sub-area water treatment plant. The sub-area is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high pressure systems. This system delivers water to Hialeah, Miami Springs, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

The information contained in the Comprehensive Development Master Plan Amendments adopted February 4, 2015 and the draft Miami-Dade WASD 10-year Water Supply Facilities Work Plan Miami-Dade WASD 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2013 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the SFWMD on October 40, 2013 November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035.

The following Miami-Dade County Comprehensive Development Master Plan Policy supports the coordination with the SFWMD LEC Update:

WS-6D. In the development of its future potable water supplies, Miami-Dade County shall, to the maximum extent feasible, utilize methods which preserve the integrity of the Biscayne Aquifer, protect the quality of surface water and related ecosystems, consider and are compatible with the South Florida Water Management District's Lower East Coast Regional Water Supply Plan and the current Water Use Permit, and comply with the land use and environmental protection policies of the Miami-Dade County CDMP, the Strategic Regional Policy Plan for South Florida, and the State Comprehensive Plan.

### 3.7 Conservation

The 2018 LEC Water Supply Plan update suggests that Miami-Dade County may be able to save approximately 40 mgd by 2040 if urban and agricultural conservation practices are followed.

Water conservation is the key to maintaining the health and productivity of the ~~Surficial~~ surficial and Floridan Aquifers. Promoting water conservation equipment, techniques, and practices will benefit customers economically and maintain a realistic water demand picture for utilities. Protection of the aquifer system and wellfields (Figure 3.) through conservation and reuse, recharge enhancement,

limitations on withdrawal, regulation of land use, and maintenance of minimum flows and levels will ensure the availability of an adequate water supply for all competing demands, maintain and enhance the functions of natural systems and preserve water quality.

The City works in coordination with and supports MDWASD, SFWMD and state efforts aimed at promoting conservation through a variety of means including working with community groups to promote education and water conservation techniques. For example, the Miami Springs Woman's Club hosted a free educational session "Water: Our Most Precious Resource" on April 24, 2017. The City website includes links to the Miami-Dade County water restriction and water conservation website. In 2007, the City removed water meters and discontinued irrigation to City owned properties, including landscaped medians, downtown and City parks. The City provides free water-efficient showerheads to the residents in an exchange program. In 2016, the Miami Springs golf course replaced its entire irrigation system with a modern, water efficient system.

Beyond educating the business and residential community, the City promotes water conservation through conformance with and use of the Miami-Dade County Landscape Ordinance. All landscape projects are required to conform with these standards which are enforced during the development review process. The City also promotes outdoor conservation through the Miami Springs Ecology Board which promotes Florida-friendly landscaping, composting and other water saving techniques. City sponsored projects include water efficient landscape techniques as well. The new Westward Drive Bike Path was designed with drought tolerant plants which will be an improvement to medians currently landscaped with grass.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City Hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

The City does not currently have reclaimed water capability or infrastructure.

### 3.7.1 County-wide Issues

Section 4.5 Water Conservation and Reuse of the Miami-Dade WASD 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014) outlines additional MDWASD efforts. (pages 4-6 and 7).

Miami-Dade Consolidated PWS Water Use Permit No. 13-00017-W Water Conservation Plan 2020 Annual Report Section I states BMPs implemented since the plan inception resulted in declining per capita water consumption. Because of public outreach efforts as of December 31, 2020, the County is currently experiencing actual finished water demands of 324.26 MGD, which is approximately 17 MGD lower than 2006 actual finished water demands of 341.58 MGD (as of 12/31/2006), the year prior to implementation of the WUE Plan).

Presently, water utilities are saving substantial amounts of water through strategic water-efficiency programs and Best Management Practices (BMP) included in their Water Use Efficiency Plan. The savings from water conservation often translate into more potable water available for residential and non-residential use, capital and operating savings, which allow systems to defer or avoid significant expenditures for water supply facilities and wastewater facilities.

The City continues to remain in full support of the water conservation initiatives adopted by SFWMD and Miami-Dade County.

While the City is not responsible for the Comprehensive Everglades Restoration Project, it is supportive of the regional water conservation efforts related to this regional rehydration of the Florida Everglades. The City is also supportive of mandating yard water restrictions that have been directed by the South Florida Regional Water Management District. There are no water conservation projects identified in the City's Capital Improvements Element or Capital Improvements Program.

The City will continue to coordinate future water conservation efforts with WASD and SFWMD to ensure that proper techniques are applied. The City will continue to actively support SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water. The City provides a link to the County webpage related to conservation and water restriction policies.

### Reuse

~~For the past several years, †~~ The State of Florida is leading the nation in water reuse. The water reuse effort in the state is primarily led by utilities, local governments, the water management districts and state agencies. The intent of their efforts is to implement water reuse programs that increase the volume of reclaimed water used and promotes public acceptance of reclaimed water. While the City does not own or maintain the water infrastructure, the City is in full support of the water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. ~~The County has committed to implement a total of 117.5 mgd of water reuse as noted in the County's 20-year water use permit.~~

Currently, WASD is implementing a total of 16.49 MGD of reuse at each of the Wastewater Treatment Plants, primarily for in-plant (process water) use. In addition, WASD will be providing up to 15 MGD of reclaimed water from the South District Wastewater Treatment Plant to the FPL facilities at Turkey Point, per Miami-Dade County Resolution No. R-579-20 approved by the BCC on June 16, 2020. At this time, WASD does not have additional reuse projects that are technically, environmentally, and economically feasible as defined in the Florida Statute.

### **3.7.2 Local Government Specific Actions, Programs, Regulations, or Opportunities**

The City will coordinate future water conservation efforts with the WASD and the SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support the SFWMD and Miami- Dade County in the implementation of new regulations or programs that are designed to conserve water. The City will also continue to comply with all the Water Use Efficiency requirements included in the Miami- Dade County Code. Finally, the City will administer its own water conservation policies and programs.

The City implements mandatory year-round landscape irrigation conservation per FAC 40E-24 by distribution of an educational flyer. The flyer is available on the City's website, at City hall and is provided to violators by the City's code enforcement team. In addition to the flyer, the City website contains a link to the Miami-Dade County webpage detailing the rules pertaining to yard watering restrictions.

### **3.7.3 MDWASD Specific Regulations**



MDWASD, and therefore the City of Miami Springs, implement water conservation through the following Ordinances: Irrigation Hours, Florida-Friendly Landscape, ~~Ultra-low Volume~~ High Efficiency Fixtures, Rain Sensor, Water Conservation Rate Structure, Leak Detect & Repair Program and Public Education Program. The City will also continue to comply with all the Water Use Efficiency requirements included in the Code of Miami-Dade County.

### **3.8 Reuse**

#### **3.8.1 Regional and County-wide Issues**

State law supports reuse efforts. For the past years, Florida's utilities, local governments and water management districts have led the nation in implementing water reuse programs that increase the quantity of reclaimed water used and public acceptance of reuse programs. Section 373.250( 1) F.S. provides that "The encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department and used in this chapter, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

The City supports water reuse initiatives under consideration by both the SFWMD and Miami-Dade County. The County has committed to implement a total of 117.5 MGD of water reuse as noted in the County's 20-year water use permit. ~~In the~~ According to the 20 10-year Work Plan, "the County's projected finished water demands are now markedly lower than anticipated when the first 20-year water use permit application as submitted. As such, wastewater reuse to address water supply demands is no longer required, and other alternative water supplies (Floridian aquifer, water conservation, C-51 reservoir, etc.) have been determined to be more viable and shall be considered in the future." ~~identified a number of water reuse projects and their respective schedules. According to the Plan, "reuse projects to recharge the aquifer with highly treated, reclaimed water will be in place before additional withdrawals over the base condition water use are made from the Alexander Orr and South Dade subarea wellfields. In addition, reuse irrigation projects are anticipated for the North and Central District Wastewater Treatment Plants. These projects will be implemented in the Cities of North Miami and North Miami Beach and are currently under construction for Key Biscayne."~~

#### **3.8.2 Local Government Specific Actions, Programs, Regulations, or Opportunities**

The City will support the SFWMD and Miami-Dade County water reuse projects, and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

## **4.0 INTERGOVERNMENTAL COORDINATION**

The provision of water supply needs in the City is achieved in coordination with local, county, and regional partners including Miami-Dade County WASD and SFWMD. MDWASD is the City's primary water partner as they provide the City its water service utilities. MDWASD ensures that water supply services are provided to the majority of residents of Miami-Dade County in the most efficient and effective manner. SFWMD acts to protect the region's water supply resources and coordinates the implementation of state water regulations and policies through local water planning efforts and water supply services.

In this update of the Water Supply Plan, the City has reviewed its water supply related Comprehensive Plan Objectives and Policies and updated them as necessary. Changes to the Comprehensive Plan Objectives and Policies are set forth in the amended Comprehensive Plan which is incorporated herein. Some of the policies included in the amended Comprehensive Plan which detail coordination efforts between the City and both MDWASD and SFWMD, to provide sufficient water to its residents, are:

- Capital Improvements Element
  - Goal 1, Objective 1.2, Policy 1.2.1 –
  - Goal 1, Objective 1.2, Policy 1.2.3 –
  - Goal 1, Objective 1.2, Policy 1.2.4 –
- Conservation Element
  - Goal 1, Objective 1.2, Policy 1.2.1 –
  - Goal 1, Objective 1.2, Policy 1.2.3 –
  - Goal 1, Objective 1.3, Policy 1.3.1 –
- Intergovernmental Coordination Element
  - Goal 1, Objective 1.1, Policy 1.1.4 –
  - Goal 1, Objective 1.1, Policy 1.1.5 –
  - Goal 1, Objective 1.4, Policy 1.4.1 –
  - Goal 1, Objective 1.4, Policy 1.4.2 –
  - Goal 1, Objective 1.4, Policy 1.4.3 –
- Infrastructure Element
  - Goal 1, Objective 1.1, Policy 1.1.2; Policy 1.1.3; and Policy 1.1.4
  - Goal 1, Objective 1.3, Policy 1.3.1; Policy 1.3.2; Policy 1.3.3; and Policy 1.3.4
  - Goal 1, Objective 1.4, Policy 1.4.2; Policy 1.4.3
  - Goal 1, Objective 1.5, Policy 1.5.1; Policy 1.5.2; Policy 1.5.3; Policy 1.5.4; Policy 1.5.5

As a retail customer, the City must coordinate the adequate supply of water and conservation practices with MDWASD and implement the requirements of County Code.

## 5.0 CAPITAL IMPROVEMENTS

The information contained in the Comprehensive Development Master Plan Amendments adopted ~~February 4, 2015~~ and the Miami-Dade WASD ~~2010~~-year Water Supply Facilities Work Plan (2014-2033 ~~October 2020~~), ~~Support Data (November 2014)~~, the ~~2013-2018 Lower East Coast Water Supply Plan Update~~ (LEC) approved by the SFWMD on ~~October 10, 2013~~ ~~November 8, 2018~~ and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will expire on February 9, 2035. WASD has requested an extension of the permit to 2040.

As a retail customer the City of Miami Springs is not responsible for the provision of infrastructure for potable water treatment and distribution. There are no water facility projects in the City's Capital Improvements Program during this planning period. Below is a partial list of MDWASD projects and changes to its Capital Improvement Schedule.

As stated previously in Section 3.6, Miami Springs is located within the Hialeah-Preston (H-P) subarea and is comprised of dedicated low-pressure pipelines, remote storage tanks, pumping facilities and high-pressure systems. This system delivers water to Hialeah, Miami Springs, Virginia Gardens, the City of Miami and other portions of northeastern Miami-Dade County, generally north of Flagler Street. The Hialeah Reverse Osmosis (R.O.) plant was completed in October 2013 and is providing water to the City of Hialeah and unincorporated Miami-Dade County.

City Capital Improvements Projects  
City of Miami Springs  
Capital Improvements 2022 -2027 Stormwater

	FUNDING	2022-23	2023-24	2024-25	2025-26	2026-27	Totals
<b>STORMWATER</b>							
O&M Stormwater system	Revenues	100,000	100,000	100,000	100,000	100,000	500,000
Oakwood/East Drive Stormwater Project	ARPA	5,192,476	-	-	-	-	5,192,476
NRP Median/Stormwater Project	ARPA	2,348,721	-	-	-	-	2,348,721
<b>TOTAL ENTERPRISE FUNDS</b>		7,716,197	100,000	331,000	185,000	185,000	8,517,197
<b>TOTAL ALL FUNDS</b>		16,862,510	1,208,946	2,427,420	2,320,866	3,462,184	26,146,926

The following major Capital Improvements Projects may impact the City and are as further described in the Miami-Dade WASD ~~2010~~-year Water Supply Facilities Work Plan (2014-2033) ~~Support Data (November 2014)~~ Table 42-5-1:

- 1) Systemwide Wellfield Improvements;
- 2) Systemwide Water Main Extensions;
- 3) Central M-D Water Transmission Mains Improvements: and,

4) Alexander Orr, Jr. Water Treatment Plant Expansion.

Alternative Water Supply Projects

10 MGD Hialeah RO WTP Phase 1 – Operational October 2013 (7.5 MGD well capacity constructed, increased to 10 MGD by end of 2020 when well completed.)

20 MGD South Miami Heights WTP – under design (17.5 MGD Biscayne Florida Aquifer/2.5 MGD Florida Biscayne Aquifer)

~~Alternative Water Supply Project's – anticipated to be completed by December 31, 2018~~

~~Hialeah RO WTP Phase 2 and 3~~

~~Hialeah Floridan Aquifer RO WTP Phase 1-b, 4 Florida Aquifer supply plans.~~

~~South Miami Heights WTP Phase 1 (RO Portion) – anticipated completion date 12/31/2026~~

~~South Miami Heights WTP Phase 2 (RO Portion) – anticipated completion date 12/31/2031~~

~~Graham Wells Construction~~

~~Blending and canal recharge projects~~

~~Reuse Projects~~

~~Updated Reuse Projects~~

~~Existing Reuse at Three Wastewater Treatment Plants~~

~~Biscayne Bay Coastal Wetlands Rehydration~~

~~———— Pilot Completed~~

~~———— Full Scale capacity~~

~~90 MGD FPL for new cooling towers~~

~~CDWWTP, SDWWTP, New WDWTP Florida Aquifer re-charge to meet Ocean Outfall~~

~~Legislation (Total 27.6 MGD)~~

~~CANCELLED Reuse Projects~~

~~Phase 1 and 2 Canal Re-charge for Alexander Orr WTP~~

Water Treatment Plants

Hialeah RO WTP

On-line October ~~2013~~ 2020

10 MGD (7.5 MGD Operational)

50% MDWASD/50% Hialeah

South Miami Heights

On-line by December 31, ~~2019~~ 2026

17.5 MGD Finished Water from Florida Aquifer

2.55 MGD Finished Water from Biscayne Aquifer (to be completed 12/31/2031)

Expenditures and Revenues associated with the above referenced projects, and others, are found in Table 3 on the following page.

**Table 3.**  
**MDWASD – Water Supply CIE Projects**  
**City of Miami Springs**

	Miami-Dade Water and Sewer Department PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN Projection by Project Sub-Project by Year - Water As of: 9/30/2019	Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments Active and Future projects
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Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	
1050	101711	17,694,282	636,418	17,057,864	400,000	7,552,000	4,745,719	2,880,145	1,500,000	0	0	0	0	0	0	17,057,864
	102104	3,000,000	0	3,000,000	3,000,000	0	0	0	0	0	0	0	0	0	0	3,000,000
	102106	6,054,178	554,178	5,500,000	2,500,000	3,000,000	0	0	0	0	0	0	0	0	5,500,000	
	102110	3,200,000	0	3,200,000	3,200,000	0	0	0	0	0	0	0	0	0	3,200,000	
	102127	4,967,242	1,096,072	3,871,170	3,871,170	0	0	0	0	0	0	0	0	0	3,871,170	
	102134	7,604,457	5,545,906	2,058,551	2,058,551	0	0	0	0	0	0	0	0	0	2,058,551	
	102170	2,000,000	0	2,000,000	2,000,000	0	0	0	0	0	0	0	0	0	2,000,000	
	102171	1,500,000	0	1,500,000	0	0	489,208	1,010,792	0	0	0	0	0	0	1,500,000	
	102173	12,819,000	0	12,819,000	900,000	600,000	4,527,600	6,791,400	0	0	0	0	0	0	12,819,000	
	<b>TOTAL - 1050</b>	<b>58,839,169</b>	<b>7,832,574</b>	<b>51,006,585</b>	<b>17,929,721</b>	<b>11,152,000</b>	<b>9,762,527</b>	<b>10,662,337</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>51,006,585</b>	
1051	101577	64,218,739	247,935	63,970,804	0	2,521,160	2,790,046	10,818,804	24,902,747	22,938,047	0	0	0	0	63,970,804	
	101579	11,161,990	1,896,826	9,265,164	5,765,164	2,000,000	1,500,000	0	0	0	0	0	0	0	9,265,164	
	101694	14,310,516	13,441,087	869,429	803,929	65,500	0	0	0	0	0	0	0	0	869,429	
	101882	18,103,746	381,746	17,722,000	300,000	400,000	6,808,800	10,213,200	0	0	0	0	0	0	17,722,000	
	101883	846,054	345,427	500,627	500,627	0	0	0	0	0	0	0	0	0	500,627	
	101945	11,256,345	0	11,256,345	700,000	300,000	4,102,538	6,153,807	0	0	0	0	0	0	11,256,345	

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Miami-Dade Water and Sewer Department  
**PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
 Projection by Project Sub-Project by Year - Water  
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments  
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total		
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future			
101946	HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,500,000	584,413	915,587	915,587	0	0	0	0	0	0	0	0	0	0	0	0	915,587
102107	HYPOCHLORITE FEED/STORAGE AT ORR WTP	7,054,655	127,655	6,927,000	500,000	300,000	2,450,800	3,676,200	0	0	0	0	0	0	0	0	0	6,927,000
102167	A. ORR WTP LIME KILN SWITCH GEAR BUILDING AND FEEDERS	8,400,000	390,903	8,009,097	5,755,284	2,253,813	0	0	0	0	0	0	0	0	0	0	0	8,009,097
102169	A. ORR WTP PUMP ROOM FOR SOFTENER CLUSTERS 1-8 AND 11-14	700,000	330,042	369,958	369,958	0	0	0	0	0	0	0	0	0	0	0	0	369,958
102175	ALEXANDER ORR WATER TESTING LABORATORY	10,858,453	304,694	10,553,759	2,972,710	4,452,992	3,128,057	0	0	0	0	0	0	0	0	0	0	10,553,759
<b>TOTAL - 1051</b>		<b>148,410,498</b>	<b>18,050,728</b>	<b>130,359,770</b>	<b>18,583,259</b>	<b>12,293,465</b>	<b>20,780,241</b>	<b>30,862,011</b>	<b>24,902,747</b>	<b>22,938,047</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>130,359,770</b>
1053	102116 20-INCH WATER MAIN - BISCAWAYNE BLVD - AREA L	1,006,056	59,931	946,125	0	0	0	8,138	551,494	386,493	0	0	0	0	0	0	0	946,125
	102197 PORT OF MIAMI WATER SUPPLY LINE	29,311,465	21,957,974	7,353,491	5,000,000	2,353,491	0	0	0	0	0	0	0	0	0	0	0	7,353,491
	102227 INSTALL OF 54-INCH WM ALONG RED ROAD (W 4TH AVE), FROM W 21ST ST TO W 53RD ST	42,599,093	580,956	42,018,137	445,000	1,183,515	5,246,219	7,143,403	14,000,000	9,000,000	5,000,000	0	0	0	0	0	0	42,018,137
	103004 REPLACEMENT OF 6,000 LF OF CORRODED 8", 12", 16" WM ALONG NE 36 CT / TURNBERRY WAY FROM WILLIAM LEHMAN	2,845,528	78,708	2,766,820	350,000	751,000	1,665,820	0	0	0	0	0	0	0	0	0	0	2,766,820
<b>TOTAL - 1053</b>		<b>75,762,142</b>	<b>22,677,569</b>	<b>53,084,573</b>	<b>5,795,000</b>	<b>4,288,006</b>	<b>6,912,039</b>	<b>7,151,541</b>	<b>14,551,494</b>	<b>9,386,493</b>	<b>5,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>53,084,573</b>
1054	101441 54" REPLACEMENT OF LOW PRESSURE WATER MAIN IN NW 62 ST (NW 37 AVE - 10 AVE)	10,710,779	265,636	10,445,143	0	0	254,069	699,823	1,000,000	4,219,985	4,271,266	0	0	0	0	0	0	10,445,143
<b>TOTAL - 1054</b>		<b>10,710,779</b>	<b>265,636</b>	<b>10,445,143</b>	<b>0</b>	<b>0</b>	<b>254,069</b>	<b>699,823</b>	<b>1,000,000</b>	<b>4,219,985</b>	<b>4,271,266</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10,445,143</b>
1055	102016 VARIOUS WATER TRANSMISSION MAINS (20 AND 24 INCHES)	5,163,420	0	5,163,420	450,000	829,328	3,735,428	148,664	0	0	0	0	0	0	0	0	0	5,163,420
<b>TOTAL - 1055</b>		<b>5,163,420</b>	<b>0</b>	<b>5,163,420</b>	<b>450,000</b>	<b>829,328</b>	<b>3,735,428</b>	<b>148,664</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>5,163,420</b>
1056	101474 SPECIAL CONSTRUCTION - WATER IMPROVEMENTS - LOCKER ROOMS	4,057,774	557,774	3,500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	0	0	0	0	0	0	3,500,000
<b>TOTAL - 1056</b>		<b>4,057,774</b>	<b>557,774</b>	<b>3,500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,500,000</b>

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Miami-Dade Water and Sewer Department  
**PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
 Projection by Project Sub-Project by Year - Water  
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments  
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total		
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future			
1059	101084 MIAMI SERVICE FACILITY (PHASE 1)	1,064,685	0	1,064,685	0	0	0	0	0	0	0	0	0	1,064,685	0	0	0	1,064,685
	101505 SOUTH MAINTENANCE CENTER	23,721,660	395,575	23,326,085	0	0	0	0	0	0	0	0	0	23,326,085	0	0	0	23,326,085
	101507 NORTH MAINTENANCE CENTER	10,116,520	0	10,116,520	0	0	0	0	0	0	0	250,000	9,866,520	0	0	0	0	10,116,520
	101547 MIAMI SERVICE FACILITY (PHASE 2)	12,210,998	0	12,210,998	0	0	0	0	0	0	0	9,281,747	2,929,251	0	0	0	0	12,210,998
	101888 MIAMI GARDENS (CAROL CITY YARD) - MODULAR / STEEL BUILDING	1,300,000	0	1,300,000	0	0	0	0	0	0	0	0	135,000	1,165,000	0	0	0	1,300,000
<b>TOTAL - 1059</b>		<b>48,413,863</b>	<b>395,575</b>	<b>48,018,288</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,666,747</b>	<b>38,351,541</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48,018,288</b>
1060	100786 WATER DISTRIBUTION SYSTEM EXTENSION	55,368,190	8,776,040	46,592,150	3,432,043	9,160,107	9,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	0	0	46,592,150
	101734 WATER DISTRIBUTION SYSTEM EXTENSION FOR JPA's	70,628,952	33,415,887	37,213,065	12,530,198	3,350,944	7,035,279	6,296,644	2,000,000	2,000,000	2,500,000	1,500,000	0	0	0	0	0	37,213,065
	102111 12/16 INCH WATER MAINS IN S. MIAMI-DADE AREA E	4,862,026	0	4,862,026	0	2,862,026	2,000,000	0	0	0	0	0	0	0	0	0	0	4,862,026
	102140 FURNISH AND INSTALL 48-INCH WATER MAIN IN SW 117 AVE, SW 72 ST, SW 127 AVE FROM SW 68 ST TO SW 152 ST. (AREA N)	49,153,848	20,896,793	28,257,055	15,200,000	7,000,000	5,057,055	1,000,000	0	0	0	0	0	0	0	0	0	28,257,055
<b>TOTAL - 1060</b>		<b>180,013,016</b>	<b>63,088,721</b>	<b>116,924,295</b>	<b>31,162,241</b>	<b>22,373,077</b>	<b>23,092,334</b>	<b>12,296,644</b>	<b>7,000,000</b>	<b>7,000,000</b>	<b>7,500,000</b>	<b>6,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>116,924,296</b>
1063	100789 FIRE HYDRANT INSTALLATION AND RELATED SYSTEM BETTERMENTS	22,634,907	2,634,907	20,000,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	20,000,000
<b>TOTAL - 1063</b>		<b>22,634,907</b>	<b>2,634,907</b>	<b>20,000,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,000,000</b>
1064	100790 MISCELLANEOUS TOOLS AND EQUIPMENT	22,091,862	6,275,115	15,816,747	2,273,622	1,543,125	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0	0	0	0	0	15,816,747
	101724 HEAVY CONSTRUCTION EQUIPMENT	39,197,329	9,169,885	30,027,444	4,331,038	4,196,406	4,000,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	0	0	0	0	0	30,027,444
	101725 VEHICLES/TRANSPORTATION EQUIPMENT	27,297,582	8,975,995	18,321,587	2,194,478	1,127,109	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	0	0	0	0	0	18,321,587
	102027 AUTOMATED METER READING (AMR)	120,288,814	288,814	120,000,000	1,500,000	2,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	95,000,000	0	0	0	0	120,000,000
<b>TOTAL - 1064</b>		<b>208,875,587</b>	<b>24,709,809</b>	<b>184,165,778</b>	<b>10,299,138</b>	<b>9,366,640</b>	<b>12,000,000</b>	<b>11,500,000</b>	<b>11,500,000</b>	<b>11,500,000</b>	<b>11,500,000</b>	<b>11,500,000</b>	<b>95,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>184,165,778</b>
1066	100792 WATER PLANTS REHABILITATION	53,562,683	9,334,440	44,228,243	17,930,743	9,297,500	9,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	0	0	0	0	0	44,228,243
	101714 SECURITY PROJECTS	3,517,220	742,803	2,774,417	0	545,104	229,313	1,000,000	1,000,000	0	0	0	0	0	0	0	0	2,774,417
<b>TOTAL - 1066</b>		<b>57,079,903</b>	<b>10,077,243</b>	<b>47,002,660</b>	<b>17,930,743</b>	<b>9,842,604</b>	<b>9,729,313</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>47,002,660</b>

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Miami-Dade Water and Sewer Department  
**PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
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Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future		
1067	100793	177,243,086	14,671,337	162,571,749	18,185,500	23,494,750	20,891,499	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	0	0	0	162,571,749
	<b>TOTAL - 1067</b>	<b>177,243,086</b>	<b>14,671,337</b>	<b>162,571,749</b>	<b>18,185,500</b>	<b>23,494,750</b>	<b>20,891,499</b>	<b>20,000,000</b>	<b>20,000,000</b>	<b>20,000,000</b>	<b>20,000,000</b>	<b>20,000,000</b>	<b>20,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>162,571,749</b>
1070	101470	2,246,784	817,709	1,429,075	400,000	1,029,075	0	0	0	0	0	0	0	0	0	0	1,429,075
	<b>TOTAL - 1070</b>	<b>2,246,784</b>	<b>817,709</b>	<b>1,429,075</b>	<b>400,000</b>	<b>1,029,075</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>1,429,075</b>
1075	101891	43,250,000	0	43,250,000	0	0	0	0	0	0	0	43,250,000	0	0	0	0	43,250,000
	102135	36,180,996	4,175,742	32,005,254	5,218,254	6,487,000	8,200,000	7,100,000	3,500,000	1,500,000	0	0	0	0	0	0	32,005,254
	102176	1,164,456	264,456	900,000	350,000	275,000	275,000	0	0	0	0	0	0	0	0	0	900,000
	103026	69,000,000	0	69,000,000	0	0	69,000,000	0	0	0	0	0	0	0	0	0	69,000,000
	<b>TOTAL - 1075</b>	<b>149,595,452</b>	<b>4,440,198</b>	<b>145,155,254</b>	<b>5,568,254</b>	<b>6,762,000</b>	<b>8,475,000</b>	<b>76,100,000</b>	<b>3,500,000</b>	<b>1,500,000</b>	<b>0</b>	<b>43,250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>145,155,254</b>
1077	102021	48,627,857	28,325,074	20,302,783	5,827,700	1,100,000	1,075,083	1,000,000	1,000,000	10,300,000	0	0	0	0	0	0	20,302,783
	<b>TOTAL - 1077</b>	<b>48,627,857</b>	<b>28,325,074</b>	<b>20,302,783</b>	<b>5,827,700</b>	<b>1,100,000</b>	<b>1,075,083</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>10,300,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20,302,783</b>
1078	101368	8,381,144	1,004,767	7,376,377	141,000	898,300	1,337,077	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	7,376,377
	<b>TOTAL - 1078</b>	<b>8,381,144</b>	<b>1,004,767</b>	<b>7,376,377</b>	<b>141,000</b>	<b>898,300</b>	<b>1,337,077</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,376,377</b>
1080	101879	5,818,628	4,630,186	1,188,442	1,188,442	0	0	0	0	0	0	0	0	0	0	0	1,188,442
	102182	2,446,877	0	2,446,877	646,877	1,000,000	800,000	0	0	0	0	0	0	0	0	0	2,446,877
	<b>TOTAL - 1080</b>	<b>8,265,505</b>	<b>4,630,186</b>	<b>3,635,319</b>	<b>1,835,319</b>	<b>1,000,000</b>	<b>800,000</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>3,635,319</b>
1081	101966	13,910,870	9,358,024	4,552,846	3,952,846	600,000	0	0	0	0	0	0	0	0	0	0	4,552,846
	<b>TOTAL - 1081</b>	<b>13,910,870</b>	<b>9,358,024</b>	<b>4,552,846</b>	<b>3,952,846</b>	<b>600,000</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>4,552,846</b>
1082	101969	84,135,668	54,135,668	30,000,000	9,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	0	0	0	0	30,000,000
	102178	12,573,467	877,467	11,696,000	2,760,000	7,150,000	1,786,000	0	0	0	0	0	0	0	0	0	11,696,000

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Miami-Dade Water and Sewer Department  
**PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
 Projection by Project Sub-Project by Year - Water  
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments  
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											Total	
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future		
102179	36-INCH WATER MAIN NW 135 STREET	15,486,255	785,732	14,700,523	6,739,001	7,961,522	0	0	0	0	0	0	0	0	0	0	14,700,523
	<b>TOTAL - 1062</b>	<b>112,195,390</b>	<b>55,798,867</b>	<b>56,396,523</b>	<b>18,499,001</b>	<b>18,111,522</b>	<b>4,786,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56,396,523</b>
1064	101678	25,813,824	6,046,437	19,767,387	3,113,061	4,467,399	2,664,129	2,000,000	1,757,798	1,500,000	3,200,000	1,065,000	0	0	0	0	19,767,387
	102136	15,482,652	12,502,255	2,980,397	2,980,397	0	0	0	0	0	0	0	0	0	0	0	2,980,397
	102137	34,129,397	28,355,474	5,773,923	5,773,923	0	0	0	0	0	0	0	0	0	0	0	5,773,923
	102139	5,473,488	1,962,350	3,511,138	3,511,138	0	0	0	0	0	0	0	0	0	0	0	3,511,138
	102141	15,955,062	10,001,710	5,953,352	5,953,352	0	0	0	0	0	0	0	0	0	0	0	5,953,352
	102142	37,899,267	20,285,975	17,613,292	4,500,000	1,000,000	6,000,000	6,113,292	0	0	0	0	0	0	0	0	17,613,292
	102143	12,393,516	1,758,755	10,634,761	10,100,000	534,761	0	0	0	0	0	0	0	0	0	0	10,634,761
	102144	4,000,000	0	4,000,000	0	0	0	0	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0	4,000,000
	102193	3,886,527	586,527	3,300,000	104,343	793,007	1,085,168	430,955	886,527	0	0	0	0	0	0	0	3,300,000
	102198	2,959,573	0	2,959,573	2,959,573	0	0	0	0	0	0	0	0	0	0	0	2,959,573



Miami-Dade Water and Sewer Department  
**PROPOSED 2020-2029 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
 Projection by Project Sub-Project by Year - Water  
 As of: 9/30/2019

Version 5 - Adopted MYCIP FY20-26 - After OMB Adjustments  
 Active and Future projects

Proj	Sub-Project	Current Bond/Fund Allocation	Expenditures As of 9/30/2019	Remaining Bond/Fund Allocation	PROJECTIONS											
					2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Future	Total
102243	WATER COMMERCIAL CORRIDORS ECONOMIC DEVELOPMENT - PHASE 1	96,115,934	945,146	95,170,788	5,308,057	4,163,823	7,676,395	12,814,030	17,107,714	15,000,000	13,500,000	12,600,000	7,000,769	0	0	95,170,788
102244	LEAK DETECTION PROGRAM	40,000,000	573,425	39,426,575	5,000,000	5,000,000	4,426,575	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	0	0	0	39,426,575
103013	CONSUMER LINE RELOCATION PROJECTS	15,000,000	5,000,000	10,000,000	2,000,000	2,500,000	5,000,000	500,000	0	0	0	0	0	0	0	10,000,000
<b>TOTAL - 1084</b>		<b>309,109,240</b>	<b>88,018,054</b>	<b>221,091,186</b>	<b>51,303,844</b>	<b>18,458,990</b>	<b>26,852,267</b>	<b>26,858,277</b>	<b>25,752,039</b>	<b>22,600,000</b>	<b>22,700,000</b>	<b>19,665,000</b>	<b>7,000,769</b>	<b>0</b>	<b>0</b>	<b>221,091,186</b>
<b>GRAND TOTAL</b>		<b>1,649,536,376</b>	<b>357,354,751</b>	<b>1,292,181,625</b>	<b>210,863,566</b>	<b>144,599,757</b>	<b>153,482,877</b>	<b>206,779,297</b>	<b>120,206,280</b>	<b>117,844,525</b>	<b>79,471,266</b>	<b>118,581,747</b>	<b>140,352,310</b>	<b>0</b>	<b>0</b>	<b>1,292,181,625</b>

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MIAMI-DADE WATER AND SEWER DEPARTMENT  
**ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
 Projection by Project Sub-project by Year - Water  
 As of: 9/30/2014

Proj	Sub-Proj	Sub-Project Description	Current Bond/Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond/Fund Allocation	PROJECTIONS											
						2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Future	Total
1050	101501	PRESTON WTP - NEW PUMP STATION EAST OF RESERVOIR	43,700,000	0	43,700,000	0	1,500,000	3,700,000	15,500,000	13,000,000	5,000,000	5,000,000	0	0	0	0	43,700,000
	101711	HI/LEAH PRESTON WTP - DESIGN AND ENGINEERING SERVICE FOR PLANT UPGRADES, REMOTE STORAGE AND APPURTENANT WATER PRODUCTION FACILITIES	11,400,000	0	11,400,000	750,000	1,500,000	2,500,000	3,650,000	3,000,000	0	0	0	0	0	0	11,400,000
	101584	REHABILITATION PRESTON PLANT ACCELERATORS	4,500,000	0	4,500,000	500,000	1,500,000	2,500,000	0	0	0	0	0	0	0	0	4,500,000
	102002	HI/LEAH WTP LIME KILN GEAR PURCHASE	350,000	31,120	348,880	348,880	0	0	0	0	0	0	0	0	0	0	348,880
	102104	FILTER BACKWASH ELEVATED TANK REPLACEMENT SYSTEM FOR HI/LEAH WTP	3,000,000	0	3,000,000	250,000	1,000,000	1,750,000	0	0	0	0	0	0	0	0	3,000,000
	102105	HYPOCHLORITE FEED STORAGE AT PRESTON/HI/LEAH WTP	6,800,000	0	6,800,000	750,000	1,500,000	2,000,000	2,550,000	0	0	0	0	0	0	0	6,800,000
	102105	REPLACE EXISTING CATWALKS AT HI/LEAH AND PRESTON WTP	1,000,000	0	1,000,000	500,000	500,000	0	0	0	0	0	0	0	0	0	1,000,000
	102127	REPLACEMENT/UPGRADE OF LIME FEED SYSTEM	3,000,000	0	3,000,000	300,000	1,000,000	250,000	1,350,000	0	0	0	0	0	0	0	3,000,000
	102131	PURCHASE OF LAKE PROPERTY ADJACENT TO NORTHWEST WELLFIELD	10,602,669	0	10,602,669	8,602,669	2,000,000	0	0	0	0	0	0	0	0	0	10,602,669
	102170	HI/LEAH PRESTON WTP HULLERS/MOTOR CONTROL CENTER	750,000	0	750,000	0	0	0	0	0	0	0	0	750,000	0	0	750,000
	102171	HI/LEAH PRESTON WTP TRANSFORMER	1,500,000	0	1,500,000	0	0	0	0	0	0	0	0	1,500,000	0	0	1,500,000

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**MIAMI-DADE WATER AND SEWER DEPARTMENT**  
**ADOPTED 2015-2021 CAPITAL BUDGET AND MULTI-YEAR CAPITAL PLAN**  
**Projection by Project Sub-project by Year - Water**  
**As of: 9/30/2014**

Proj	Sub Proj	Sub Proj Description	Current Bond/Fund Allocation	Expenditures As of 9/30/2014	Remaining Bond/Fund Allocation	PROJECTIONS											Future	Total
						2014	2015	2015 2016	2016 2017	2017 2018	2018 2019	2019 2020	2020 2021	2021 2022	2022 2023	2023 2024		
1050	102173	PRESTON WTP HS PUMP ROOM SWITCHGEAR	3,000,000	0	3,000,000	0	0	0	0	0	0	0	0	3,000,000	0	0	0	3,000,000
		<b>TOTAL - 1050</b>	<b>89,632,669</b>	<b>31,120</b>	<b>89,601,549</b>	<b>12,001,549</b>	<b>10,500,000</b>	<b>12,500,000</b>	<b>23,050,000</b>	<b>16,000,000</b>	<b>5,000,000</b>	<b>5,000,000</b>	<b>5,250,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89,601,549</b>
1051	101577	ORR WTP - 48" FINISHED WATER LINE (AREA M)	52,071,937	0	52,071,937	0	750,000	1,500,000	1,602,433	2,527,008	17,445,714	27,087,829	1,698,955	0	0	0	0	52,071,937
101570		ORR WTP - PUMPING UNIT No. 6 HIGH SERVICE PUMP - EAST PUMP ROOM	9,683,699	40,219	9,634,480	590,000	1,150,782	2,683,698	4,500,000	1,000,000	0	0	0	0	0	0	0	9,634,480
101694		ORR WTP - SWITCHGEAR BUILDING AND TRANSFORMER	9,249,824	896,291	8,353,533	590,000	1,621,535	3,229,998	1,500,000	1,500,000	0	0	0	0	0	0	0	8,353,533
101712		ORR WTP - DESIGN AND ENGINEERING SERVICE FOR PLANT UPGRADES REMOTE STORAGE AND APPROPRIANT WATER PRODUCTION FACILITIES	1,871,121	0	1,871,121	774,121	1,100,000	0	0	0	0	0	0	0	0	0	0	1,871,121
101682		3 TIME SLAKERS FOR ALEXANDER ORR, JR. WTP	5,989,305	614,117	4,975,188	75,188	500,000	2,500,000	1,500,000	0	0	0	0	0	0	0	0	4,975,188
101945		HIGH SERVICE PUMP AND MOTOR IMPROVEMENTS EAST & WEST ROOM - VFD	7,000,000	0	7,000,000	0	200,000	2,250,000	3,550,000	1,000,000	0	0	0	0	0	0	0	7,000,000
101946		HYDROTREATOR DRIVES ASSEMBLES AND MOTORS	1,000,000	0	1,000,000	250,000	500,000	250,000	0	0	0	0	0	0	0	0	0	1,000,000
101978		ORR WTP - UPGRADES TO IN-PLANT WATER USE ACCOUNTING	1,724,123	1,571,651	152,472	152,472	0	0	0	0	0	0	0	0	0	0	0	152,472
102103		ELECTRICAL UPGRADES FOR ALEXANDER ORR LDME PLANT	1,400,000	0	1,400,000	750,000	650,000	0	0	0	0	0	0	0	0	0	0	1,400,000

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## **6.0 CONCLUSION**

This Work Plan is a small reflection of the larger, more detailed Miami-Dade County Water Supply Facilities Work Plan Update. This is because the City receives its entire water supply from the Miami-Dade Water and Sewer Department. The Miami-Dade County Work Plan must consider the needs of all of its service area including retail and wholesale customers. In order to be consistent with Miami-Dade County, the City has utilized the information and data supplied in the Miami-Dade County Work Plan to produce its own work plan as required by Florida Statutes. As demonstrated in both the City and County work plans, the City will have an adequate water supply to meet its projected growth through the year ~~2050~~2040.

## Exhibit B

### COMPREHENSIVE PLAN AMENDMENTS

The following section lists the Goals, Objectives and Policies being adopted into the City's Comprehensive Plan to ensure consistency between the elements in the Comprehensive Plan and the ~~2020~~2015-MDWASD ~~2010~~-year Water Supply Facilities Work Plan Update.

All references to 9J.5 are hereby deleted.

#### **CAPITAL IMPROVEMENTS ELEMENT**

##### **GOAL 1 UNDERTAKE CAPITAL IMPROVEMENTS NECESSARY TO PROVIDE ADEQUATE INFRASTRUCTURE AND A HIGH QUALITY OF LIFE, WITHIN SOUND FISCAL PRACTICES.**

###### **Objective 1.1 Annual Capital Improvements Programming Process**

*In general, use the capital improvements element as a means to existing deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular, use this Element as the framework to monitor public facility needs as a basis for annual capital budget and five-year program preparation.*

###### **Objective 1.2 Coordinate Land Use, Financial Resources, and Level of Service Standards**

*To coordinate future land use decisions with existing and planned capital facilities using the adopted level of service standards contained in this Element.*

###### **Policy 1.2.1**

The following Level of Service (LOS) standards shall be maintained:

\* \* \*

**Potable Water:** The City shall secure adequate potable water supply from Miami-Dade WASD to provide an average of 455.94 gallons of water per capita per day. In addition, the City shall enforce the following standards through its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year and an average daily capacity of 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.

- (b) Water shall be delivered to users at a pressure no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

<b>Land Use Min.</b>	<b>Fire Flow (gpm)</b>
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and County primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the Countywide average daily demand.

\* \* \*

**Policy 1.2.3**

Miami Springs hereby adopts by reference, the ~~Miami-Dade Water Supply Facilities Work Plan as revised April 2008, the capital projects described therein and subsequent revisions. County Comprehensive Development Master Plan Amendments adopted February 4, 2015, the Miami-Dade Water and Sewer Department 20-year Water Supply Facilities Work Plan (2014-2033) Support Data (November 2014), the 2013 2018 Lower East Coast Water Supply Plan Update (LEC) approved by the South Florida Water Management District (SFWMD) on October 10, 2013 November 8, 2018 and additional information found within Water Use Permit 13-00017-W are herein incorporated by reference. The Water Use Permit which was modified and approved by the SFWMD on February 9, 2015, will now expire on February 9, 2035. Currently, WASD is preparing to submit a WUP modification that will include updated water demand projections based on revised population data and is requesting an extension of the permit duration through the year 2040.~~

**Policy 1.2.4**

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's Lower East Coast Water Supply Plan Update as required by section 163.3177(6)(c), F.S. within 18 months after updates or amendments to it are approved by the District.

**Policy 1.2.5**

Prior to approval of a building permit or its functional equivalent, the City shall consult with

the Miami-Dade County Water and Sewer Department, the City's water supplier, to determine whether supplies to serve the new development will be available no later than the anticipated date of issuance of certificate of occupancy.

## CONSERVATION ELEMENT

### GOAL1 PRESERVE AND ENHANCE SIGNIFICANT NATURAL RESOURCES IN MIAMI SPRINGS.

#### Objective 1.2 Water Quality and Quantity

*In general, conserve, appropriately use and protect the quality and quantity of current and projected water sources and water that flow into estuarine waters or oceanic waters. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards. Upgrade on-site drainage standards to ensure that private properties retain at least the first one inch of stormwater on-site and permit no more runoff after development than before development.*

##### Policy 1.2.1

The City shall cooperate with the Miami-Dade County Water and Sewer Authority and other Miami-Dade County agencies to help ensure that wellfields and cones of influence are protected. Protection measures shall include restrictions on uses. No new facilities that use, handle, generate, transport or dispose of hazardous wastes shall be permitted within wellfield protection areas, and all existing facilities that use, handle, generate, transport or dispose of more ~~that~~ than the maximum allowable quantity of hazardous wastes (as specified in Chapter 24-12-1 of the Code of Miami-Dade County, as may be amended from time to time within wellfield protection areas shall be required to take substantial measures such as secondary containment and improved operating procedures to ensure environmentally safe operations.

##### Policy 1.2.3

The City shall ensure that the water quality in the traditional and new alternative water supply sources is protected.

#### Objective 1.3 Water Supply

*To support the City's potable water suppliers in the development of alternate water supply sources as approved by the South Florida Water Management District and to further conserve potable water during emergency situations.*

##### Policy 1.3.1

The City will continue to enforce an emergency water conservation ordinance based on

both the South Florida Water Management District model ordinance and any specific SFWMD requirements. In addition, the City will work with SFWMD to create a plan which

allows for alternative water supply development funding, more comprehensive regional water supply plans, and enhanced consumptive use permitting.

## FUTURE LAND USE ELEMENT

### GOAL 1: ACHIEVE THE FOLLOWING COMMUNITY CHARACTER:

Miami Springs should be a residential community which offers the best possible residential environment consistent with its location and development history. Development policies should protect and preserve its single-family residential character and neighborhoods by maintaining an adequate supply of safe decent and affordable housing for its current and future residents.

#### **Policy 1.1.4**

The City shall enact and enforce as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless the public facilities necessitated by a development (in order to meet level of service standards specified in the Transportation, Recreation and Open Space, and Infrastructure Policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately and shall be interpreted pursuant to the following:

\* \* \*

### **Objective 1.4 Ensure Protection of Natural Resources**

*In general, ensure protection of natural resources. In particular, upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards.*

#### **Policy 1.4.2**

9J-5.006(3)(c)4

The City shall continue to follow all or a portion of the recommendations of the May 1995 Storm water Management Masterplan prepared by Post, Buckley Schuh & Jernigan, Inc. The policy implications of the Post, Buckley, Schuh & Jernigan, Inc. study are incorporated herein by reference.

#### **Policy 1.4.3**

The City shall continue to incorporate in its capital improvements program any and all expenditures necessitated by the implementation of Policy 1.4.2 above.

#### **Policy 1.4.4**

The City will periodically test pollutant loads in its six stormwater outfalls.

**Policy 1.4.5**

The City shall update its Drainage Comprehensive Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system

**Policy 1.4.6**

The City will continue to ensure coordination between land use and future water supply planning.

**INTERGOVERNMENTAL COORDINATION ELEMENT**

**GOAL 1 TO MAINTAIN OR ESTABLISH PROCESSES TO ASSURE COORDINATION WITH OTHER GOVERNMENTAL ENTITIES WHERE NECESSARY TO IMPLEMENT THIS PLAN.**

**Objective 1.1 Coordinate with the Plans of Other Jurisdictions and Agencies**

*In general, coordinate the Miami Springs Comprehensive Plan with the plans of adjacent jurisdictions and agencies. In particular, achieve maximum feasible levels of consistency between the plans for Miami Springs, the Miami-Dade County School Board, Miami-Dade County, Virginia Gardens, Hialeah, the South Florida Water Management District, and the Florida Department of Transportation.*

The City shall coordinate the planning of potable water and sanitary sewer facilities and services and level-of-service standards with the Miami-Dade County Water and Sewer Department, Department of Regulatory and Economic Resources, and the South Florida Water Management District.

**Policy 1.1.5**

Miami Springs shall adopt and implement a water supply facilities work plan for at least a ten-year planning period that reflects coordination with the South Florida Water Management District's *Lower East Coast Water Supply Plan Update* within 18 months after updates or amendments to it are approved by the District.

**Objective 1.4 Support climate change and sea level rise initiatives.**

**Policy 1.4.1**

Support the Miami-Dade Water and Sewer Department and South Florida Water Management District in any efforts to evaluate the consequences of sea level rise, changing rainfall and storm patterns, temperature effects, and cumulative impacts to existing structures and existing legal uses.

**Policy 1.4.2**



Participate in the Southeast Florida Regional Climate Change Compact to support regional planning efforts and initiatives to adapt to rising sea level in the LEC Planning Area.

**Policy 1.4.3**

Work collaboratively with the Miami-Dade Water and Sewer Department, other utilities and South Florida Water Management District to identify the utility wellfields and other users at potential risk of saltwater intrusion within the LEC Planning Area.

**INFRASTRUCTURE ELEMENT**

**GOAL 1: PROVIDE AND MAINTAIN THE PUBLIC INFRASTRUCTURE IN A MANNER THAT WILL ENSURE WATER QUALITY, CONSERVE NATURAL RESOURCES AND PROTECT THE PUBLIC HEALTH, SAFETY AND QUALITY OF LIFE FOR MIAMI SPRINGS RESIDENTS**

**Objective 1.1 Correct Drainage Deficiencies Increase Drainage Capacity**

*Correct existing drainage facility deficiencies and increase drainage capacity. Upgrade the drainage system so that stormwater outfalls into the Miami River Canal fully meet National Pollution Discharge Elimination System (NPDES) standards Upgrade on site drainage standards to ensure that private properties retain at least the first one inch of stormwater on site and permit no more runoff after development than before development.*

**Policy 1.1.2**

The City shall continue to follow the recommendations of the May 1995 Stormwater Management Masterplan prepared by Post, Buckley Schuh & Jernigan as further defined in the priorities identified in the April 2001 Stormwater Master Plan Update. The policy and planning implications of the Post, Buckley, Schuh & Jernigan, Inc. studies are incorporated herein by reference.

**Policy 1.1.3**

The City will determine the need for laboratory testing of pollutant loads in its six stormwater outfalls.

**Policy 1.1.4**

The City shall update its Stormwater Management Master Plan as necessary to ensure the continued efficacy of its provisions to upgrade the storm sewer system in accordance with the specific standards of Objective 1.1 above.

**Objective 1.3 Correct Potable Water Deficiencies**

*To correct existing potable water system deficiencies and otherwise improve potable water service.*

**Policy 1.3.1**

The City shall coordinate with Miami-Dade County Water and Sewer Department to identify and correct potable water deficiencies in the City.

**Policy 1.3.2**

The City shall coordinate with Miami-Dade County Water and Sewer Department to plan for infrastructure improvements and expansions to serve new development and redevelopment

**Policy 1.3.3**

The City will support the SFWMD and Miami-Dade County water reuse projects and implementation of new regulations or programs designed to increase the volume of reclaimed water used and public acceptance of reclaimed water.

**Policy 1.3.4**

The City will coordinate with Miami-Dade County in the adoption and updates to the Water Supply Plan.

**Objective 1.4 Level of Service**

*Continue to secure adequate water supply and potable water treatment capacity to meet the City's adopted level of service (LOS) standards; see policies for measurable standards.*

**Policy 1.4.2**

**Potable Water:** The City shall secure adequate potable water supply from the Miami-Dade Water and Sewer Department in order to provide an average of ~~155-96~~ 94 gallons of potable water per capita per day. In addition, the City shall enforce the following standards though its interlocal agreement with the Miami-Dade Water and Sewer Department:

- (a) The regional treatment system shall operate with a rated maximum daily capacity of no less than 2 percent above the maximum daily flow for the preceding year, and an average daily capacity 2 percent above the average daily system demand for the preceding 5 years. The maximum daily flow shall be determined by calculating the average of the highest five single day flows for the previous 12 months.
- (b) Water shall be delivered to users at a pressure of no less than 20 pounds per square inch (psi) and no greater than 100 psi. Unless otherwise approved by the Miami-Dade Fire Department, minimum fire flows based on the land use served shall be maintained as follows:

<b>Land Use Min.</b>	<b>Fire Flow (gpm)</b>
Single Family Residential Estate	500
Single Family and Duplex; (Residential on minimum lots of 7,500 sf)	750
Multi-Family Residential; Semiprofessional Offices	1,500
Hospitals; Schools	2,000
Business and Industry	3,000

- (c) Water quality shall meet all federal, state, and county primary standards for potable water.
- (d) Countywide storage capacity for finished water shall equal no less than 15 percent of the countywide average daily demand.

**Policy 1.4.3**

**Drainage:** All nonresidential development and redevelopment shall adequately accommodate runoff to meet all Federal, state and local requirements. Stormwater shall be treated in accordance with the state code. One inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff

**Objective 1.5 Water Conservation**

*Implement water conservation initiatives recommended by Miami-Dade County, the South Florida Water Management District, the Florida Department of Environmental Protection and the City's Utilities Department.*

**Policy 1.5.1**

The City shall promote: 1) water conservation-based irrigation; 2) water conservation-based plant species derived from the South Florida Water Management District's list of native species and other appropriate sources; 3) lawn watering restrictions; 4) mandatory use of ultra-low volume water saving devices for substantial rehabilitation and new construction; and 5) other water conservation measures, as feasible. The City will comply with water use efficiency techniques for indoor water use in accordance with Section 8-31, 32-84 and 8A-381 of the Code of Miami-Dade County. All future development will comply with the landscape standards in Sections 18-A and 18-B of Miami-Dade County Code.

**Policy 1.5.2**

The city shall promote education programs for residential, commercial and other uses which will discourage waste and conserve potable water. The City will coordinate with the Miami-Dade Water and Sewer Department on this matter whenever possible.

**Policy 1.5.3**

The City shall collaborate with the Miami-Dade County Water and Sewer Department efforts to identify and reduce non-revenue water.

**Policy 1.5.4**

The City shall coordinate future water conservation efforts with the Miami-Dade Water and Sewer Department and the South Florida Water Management District to ensure that proper techniques are applied. In addition, the City shall continue to support and expand existing goals, objectives and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner.

**Policy 1.5.5**

The City will continue to actively support the SFWMD and Miami-Dade County in the implementation of new regulations or programs that are designed to conserve water during the dry season. The City will also comply with the water conservation requirements of the Miami-Dade County Code.

**Policy 1.5.6**

The City shall adopt Florida Friendly Landscape principles into the Land Development Regulations.

**Policy 1.5.7**

The City shall maximize the use of native plants in City landscaping projects and large redevelopment sites utilizing Florida Friendly Landscape principles to provide and improve urban habitat and connectivity for native species.

**Policy 1.5.8**

The City shall continue to evaluate alternative potable water supply sources evaluation techniques and technologies for water capture and reuse, including rainwater harvesting, and revise its Land Development Regulations as necessary to allow for these options with local building design

**Policy 1.5.9**

The City shall continue to promote the use of ultra-low-flow high efficiency plumbing fixtures through its Showerhead Exchange Program and requires and enforces the guidelines established by the Florida Building Code, Plumbing.

## **Figures**

Figure 1 – Miami Springs General Location Map

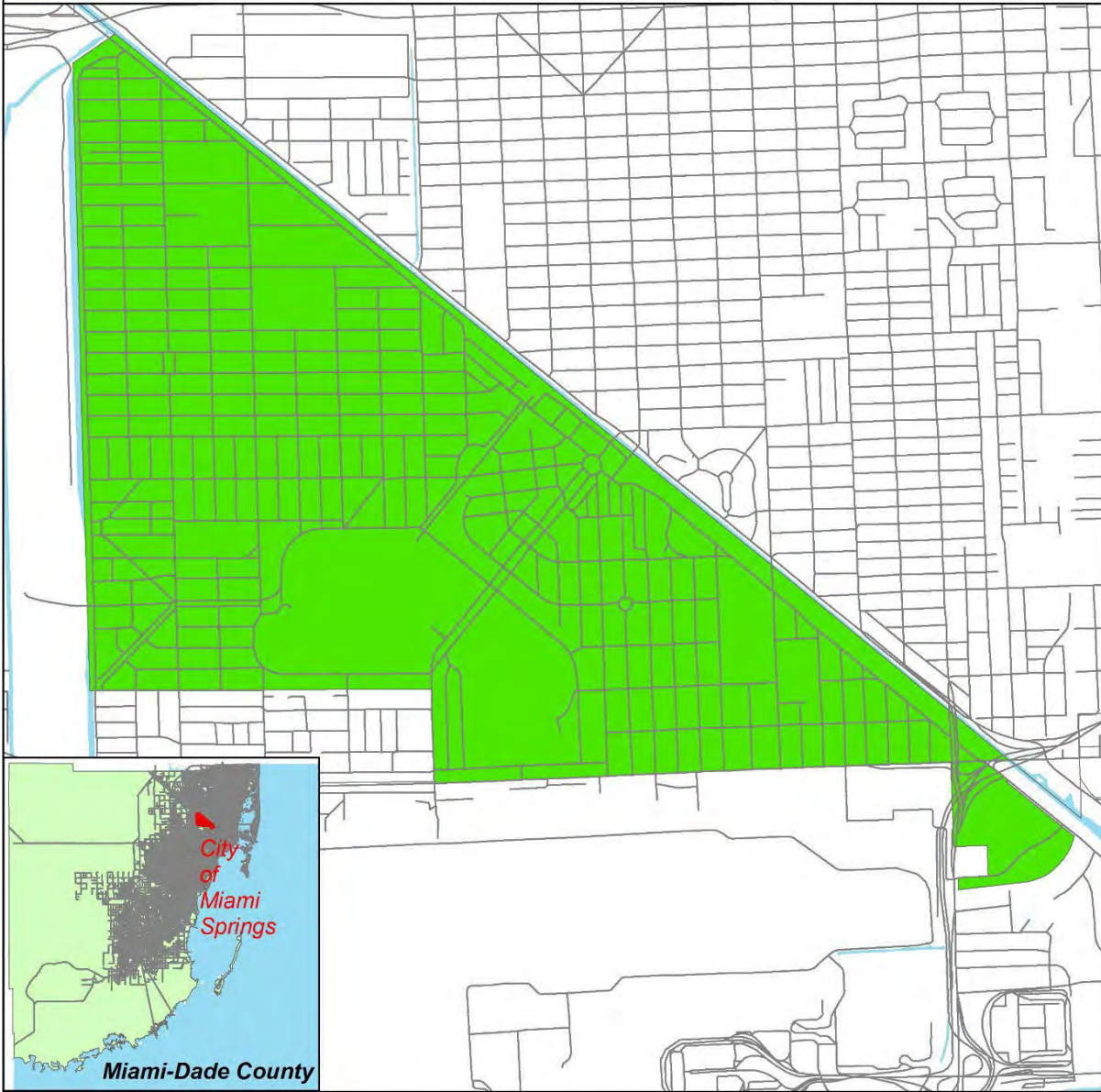
Figure 2 – Miami-Dade County Water Service Area Map

Figure 3 – Miami-Dade County Wellfield Protection Cones of Influence Map

Figure 4 – Miami Springs Wellfield Protection Cones of Influence Map

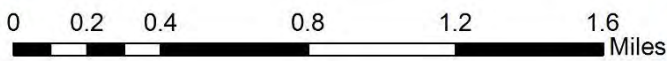


# City of Miami Springs General Location Map



### Legend

- Miami Springs
- Streets
- Water



Prepared By:      Date: 3/13/2015

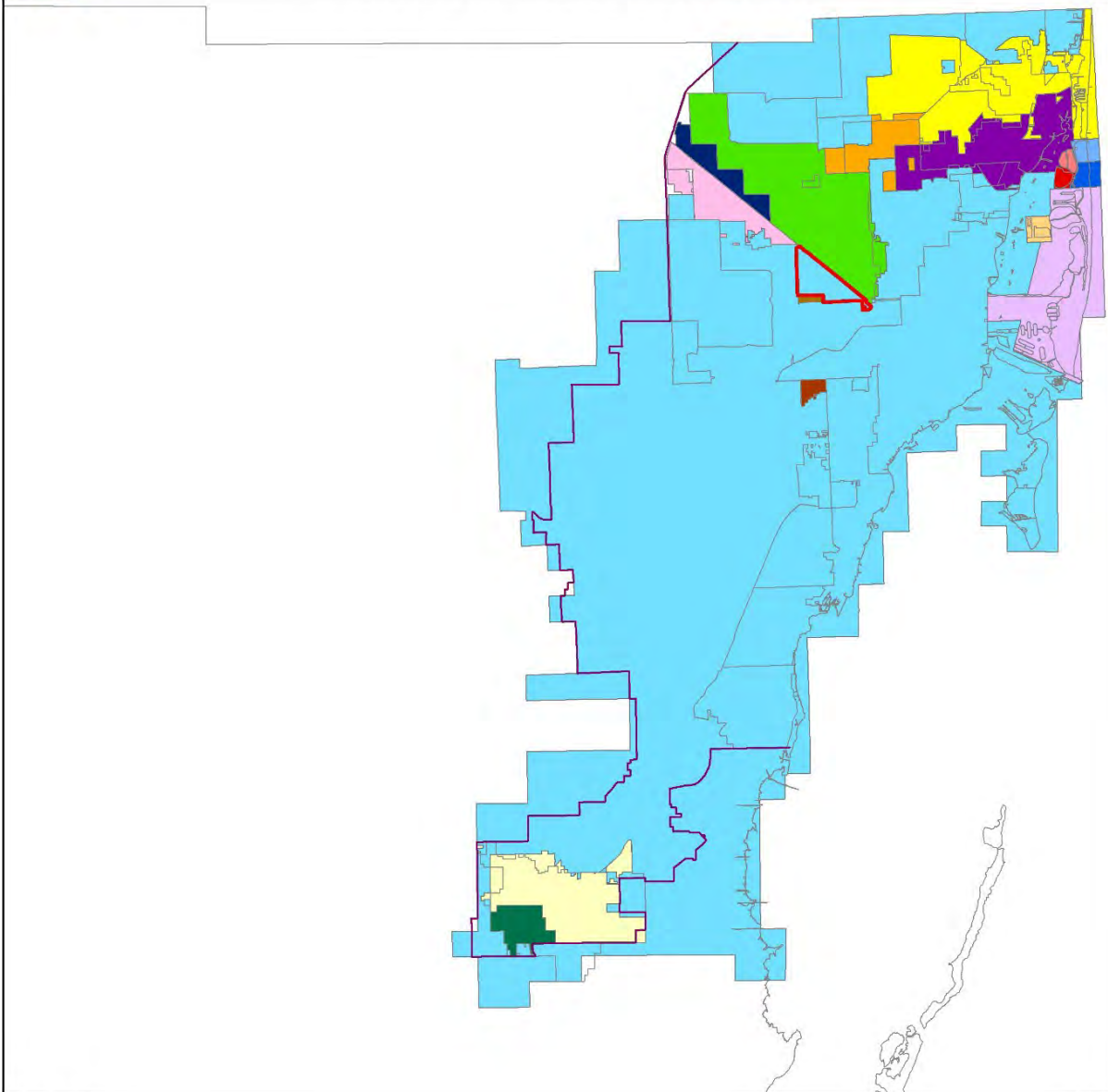


Figure 1



# Miami-Dade County Water Service Providers

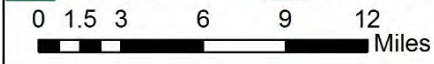
Figure 2



**Legend**

**Water Service Provider**

- |                   |                        |                   |                        |            |
|-------------------|------------------------|-------------------|------------------------|------------|
| Bay Harbor Island | Hialeah Gardens        | Medley            | Surfside               | UDB (2015) |
| Bal Harbour       | Homestead              | North Bay Village | Virginia Gardens       |            |
| Hialeah           | Indian Creek Village   | North Miami       | West Miami             |            |
| Florida City      | Miami Beach            | North Miami Beach | Miami Springs (Retail) |            |
|                   | Miami-Dade Water Sewer | Opa-Locka         |                        |            |



Prepared By: Date: 3/13/2015

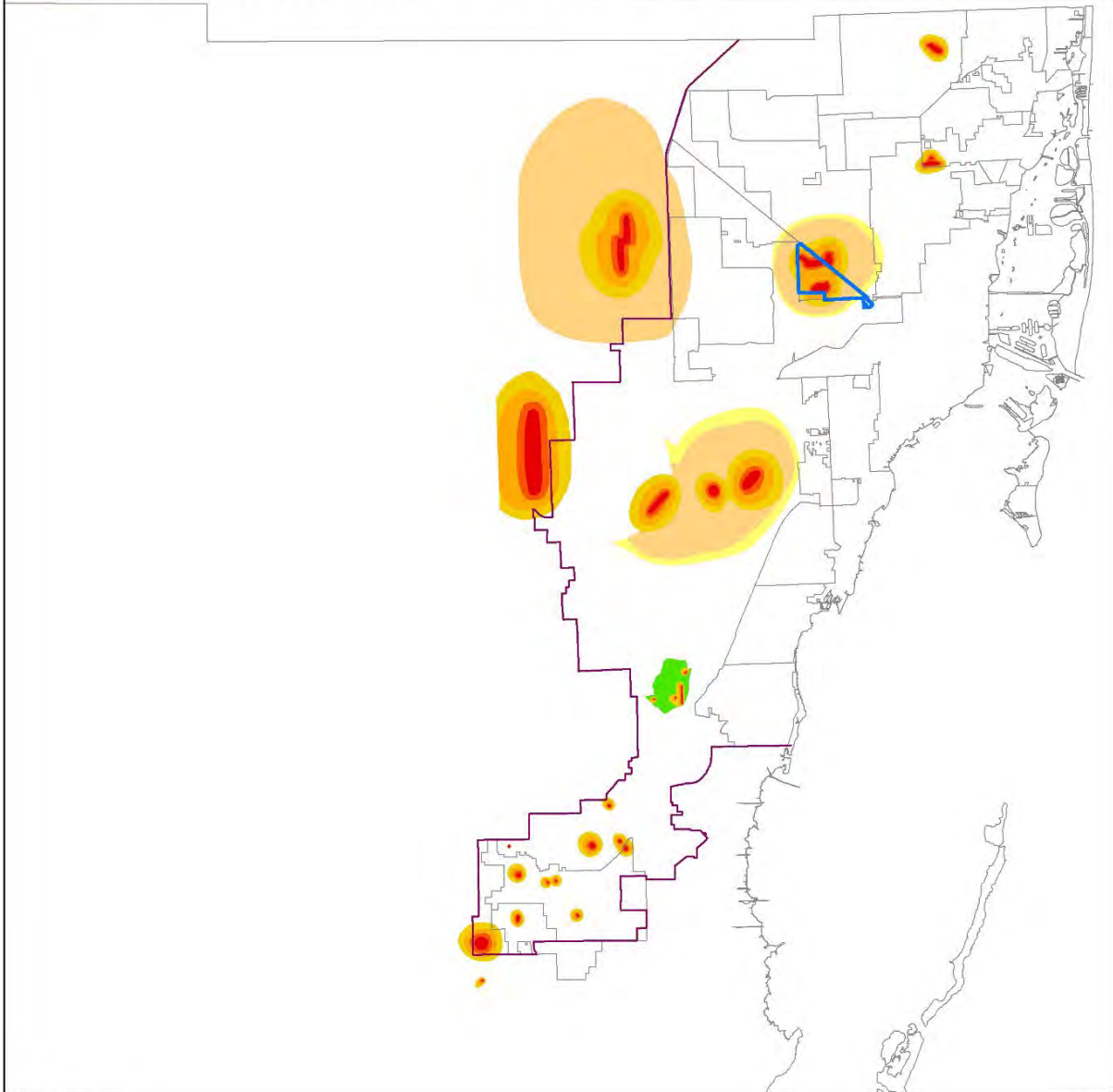


Figure 2



# Miami-Dade County Wellfield Protection Cones of Influence

Figure 3



## Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Urban Development Boundary
- Miami Springs
- Miami-Dade Municipalities

0 1.5 3 6 9 12 Miles

Prepared By: Date: 3/13/2015

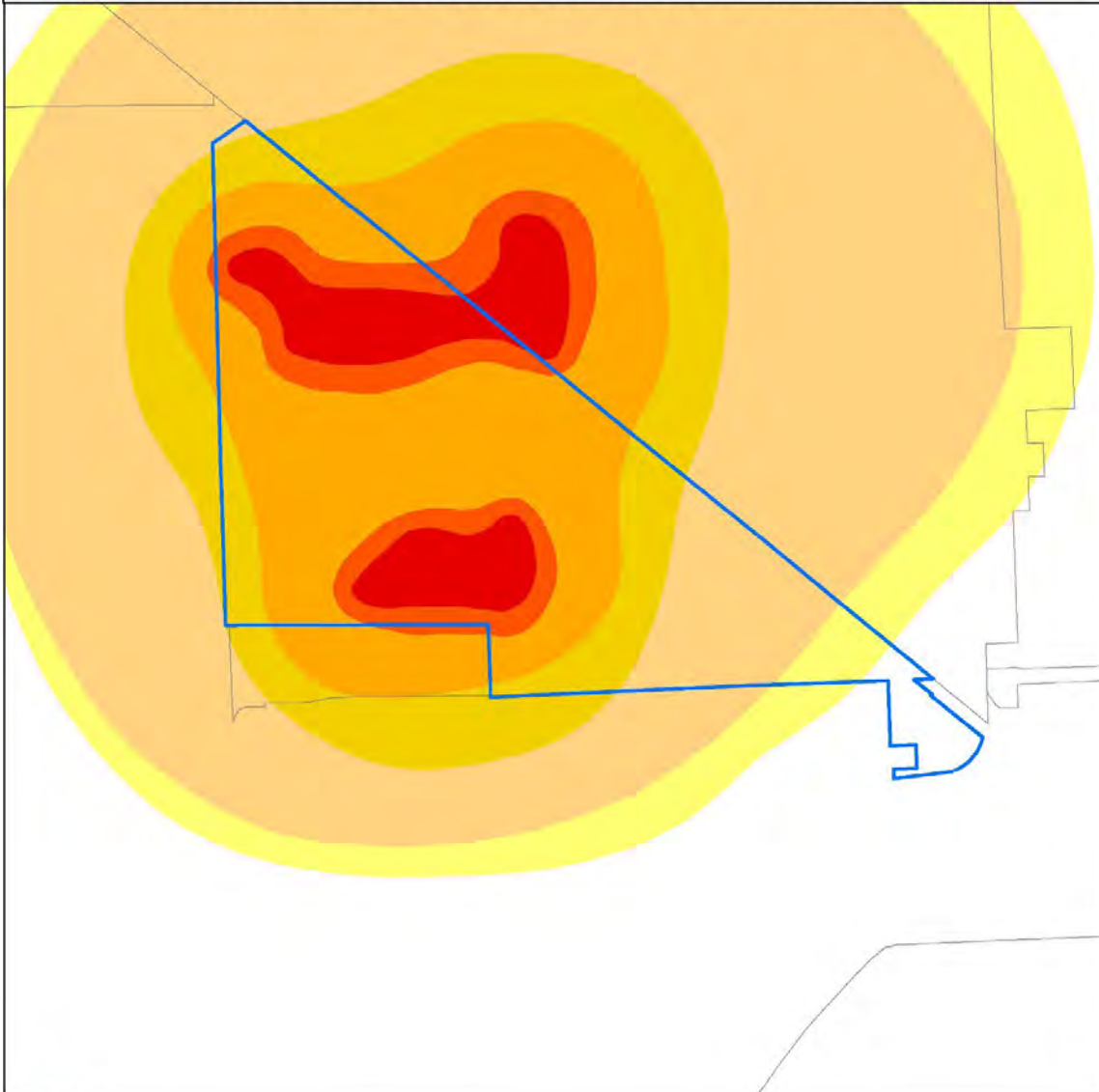


Figure 3



# City of Miami Springs Wellfield Protection Cones of Influence

Figure 4



### Legend

- 10 Day
- 30 Day
- 100 Day
- 210 Day
- Average Day
- Maximum
- Outer
- Miami-Dade Municipalities
- Urban Development Boundary

Miami Springs

0.125 0.25 0.5 0.75 1 Miles

Prepared By: Date: 3/13/2015







40 **NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL**  
41 **OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:<sup>1</sup>**

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

44 **Section 2. Approval of Small Scale Comprehensive Plan Future Land Use**  
45 **Map (FLUM) Amendment.** Pursuant to Section 163.3187, Florida Statutes, the City  
46 Council hereby approves a small scale Comprehensive Plan amendment of the City's  
47 Future Land Use Map (FLUM) from "Public Facility" to "Single Family Residential" for the  
48 for a 37,751 square foot (± 0.86 acre) parcel of property generally located at 1101 Wren  
49 Avenue (the "Property"), as legally described in **Exhibit "A"** attached hereto and  
50 incorporated herein.

51 **Section 3. Authorization.** That the City Manager, by and through the Director  
52 of Zoning and Planning, is authorized to make the necessary changes the City's  
53 Comprehensive Plan Future Land Use Map (FLUM) to reflect the FLUM Amendment  
54 approved by this Ordinance.

55 **Section 4. Conflicts.** All Sections or parts of Sections of the Code of  
56 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of  
57 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

58 **Section 5. Severability.** That the provisions of this Ordinance are declared to  
59 be severable and if any section, sentence, clause or phrase of this Ordinance shall for  
60 any reason be held to be invalid or unconstitutional, such decision shall not affect the  
61 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but  
62 they shall remain in effect, it being the legislative intent that this Ordinance shall stand  
63 notwithstanding the invalidity of any part.

64 **Section 6. Effective Date.** That this Ordinance shall become effective  
65 immediately upon adoption on second reading, except that, pursuant to Section  
66 163.3187(5)(c), Florida Statutes, the FLUM Amendment adopted by this Ordinance shall  
67 not become effective until 31 days adoption. If timely challenged, the FLUM Amendment  
68 adopted by this Ordinance may not become effective until the state land planning agency  
69 or the Administration Commission, respectively, issues a final order determining that the  
70 adopted small scale development amendment is in compliance with Section 163.3184,  
71 Florida Statutes.

72 **PASSED ON FIRST READING** on the \_\_ day of \_\_\_\_\_, 2022,, on a motion made  
73 by \_\_\_\_\_ and seconded by \_\_\_\_\_.

---

<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

74 **PASSED AND ADOPTED ON SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2022,  
75 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_. Upon being put to a  
76 roll call vote, the vote was as follows:

77 Vice Mayor Dr. Walter Fajet \_\_\_\_\_  
78 Councilman Bob Best \_\_\_\_\_  
79 Councilwoman Jacky Bravo \_\_\_\_\_  
80 Councilman Dr. Victor Vazquez \_\_\_\_\_  
81 Mayor Maria Puente Mitchell \_\_\_\_\_  
82  
83

84 \_\_\_\_\_  
85 MARIA PUENTE MITCHELL  
86 MAYOR

87 ATTEST:

88  
89  
90 \_\_\_\_\_  
91 ERIKA GONZALEZ, MMC  
92 CITY CLERK

93  
94 APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
95 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

96  
97  
98 \_\_\_\_\_  
99 WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
100 CITY ATTORNEY

**Exhibit "A"**

**Legal Description and  
Property Appraiser Information**

Address: 1101 Wren Avenue, Miami Spring, FL 33166

Lot Size: 39,751 sq. ft.

Legal Description: Tract A, of Second Addition to Spring View, according to the Plat thereof, as recorded in Plat Book 51, at Page 100, of the Public Records of Miami-Dade County



**CITY OF MIAMI SPRINGS PLANNING DEPARTMENT**  
**CITY COUNCIL STAFF REPORT**

*201 Westward Drive  
Miami Springs, FL 33166  
Phone:(305) 805-5030  
Fax:(305) 805-5036*

**TO:** Mayor & City Council

**FROM:** Christopher Heid, City Planner

**DATE:** October 10, 2022

**SUBJECT:** Amendment to the Future Land Use Map (FLUM) from Public Facilities to Single Family Residential

**CASE:** 02-C-22

**APPLICANT:** Enclave at Miami Springs, LLC

**ADDRESS:** 1101 Wren Avenue

**ZONING DISTRICT:** R-1C Single Family Residential

**FUTURE LAND USE MAP (FLUM) CATEGORY:** Public Facilities

**THE PROPERTY:** The property is generally rectangular in shape, spanning a full block bounded by Wren Avenue on the south, Hammond Drive (east) and Hammond Drive (west) and Oriole Avenue on the north. The property contains 39,736 square feet or 0.91 Acres.

**THE REQUEST:** The applicant is seeking an amendment to the Future Land Use Map (FLUM) of the Comprehensive Plan from Public Facilities to Single Family Residential for a 39,736 square (0.91 Acre) property at 1101 Wren Avenue.

**ANALYSIS:** Currently, the Future Land Use Map category of Public Facilities and the zoning of R-1C Single Family Residential are inconsistent. Development of this parcel for any use is therefore not possible.

According to Policy 1.1.8 of the City's Comprehensive Plan, the Single Family Residential Category "allows single family detached homes on lots of at least 7,500 square feet of net area. . . [and] development shall not exceed 5 dwelling units per acre, including rights-of-way."

The proposed FLUM Amendment advances the following goals, objectives, and policies of the City's Comprehensive Plan.

**Future Land Use Element Objective 1.3:** In general, encourage the elimination or reduction of uses which are inconsistent with the community's character and future land uses. This objective shall be measured by implementation of its supporting policies

The proposed FLUM Amendment will advance Objective 1.3 because it will eliminate a use that, while historically used for a community organization, is inconsistent with the character of the neighborhood.

**Future Land Use Element Objective 1.7:** Discourage the proliferation of urban sprawl. This objective shall be measured by implementation of its supporting policy.

Miami Springs has been a single-family refuge in Miami-Dade County. At a time when the inventory of single-family homes is decreasing throughout the County, the development of four (4) new single-family homes helps discourage of urban sprawl by creating new inventory within the urban development boundary.

**Future Land Use Element Objective 1.10:** Decisions regarding the location, extent and intensity of future land use will be based upon the physical and financial feasibility of providing all urbanized areas with services at levels of service (LOS) which meet or exceed the minimum standards adopted in the Capital Improvements Element.

The level of service for infrastructure in the City will not be impacted by the addition of four (4) single-family homes. Conversely, the Public Building category permits uses of greater intensity that could have a negative impact on water, sewer, and road infrastructure.

**Future Land Use Element Policy 1.10.3:** Miami Springs shall continue and, where possible, improve efforts to coordinate projects to construct or repair infrastructure such as roadways and utilities in order to minimize the disruption and inconvenience caused by such construction activities.

The proposed FLUM Amendment is consistent with Policy 1.10.3 as it will allow the property to be developed with new single family homes, with supporting infrastructure such as alleys (east to west). Alleys are not currently possible because of the interference with the current use. A new alley will allow garbage collection to proceed directly east or west through the property, instead of having to drive around the block each time, saving time and fuel. Additionally, access to the Property during construction could be accomplished via the new alley. Lastly, the four intersections at the corners of Hammond and Wren and Oriole will be improved with accessibility enhancements.

**Future Land Use Element Objective 1.12:** Assure compatibility of adjacent land uses and developments through plan adoption and implementation procedures.

As previously discussed, this objective is accomplished because the proposed new single-family use is compatible and consistent with the abutting and adjacent single-family land uses. Moreover, approval of the proposed FLUM Amendment would align the land use and zoning of the Property, eliminating a conflict and advancing appropriate land use policies and practices.

**Housing Element Goal 1:** Ensure the availability of affordable sound and diversified housing stock in Miami Springs.

The contemplated project associated with the FLUM Amendment calls for four (4) new, high-end single-family homes. The homes are planned to have at least four (4) bedrooms adding to the housing stock of larger homes in Miami Springs, which has historically lacked homes with more than three (3) bedrooms.

The Site Plan provides for single-family homes within the density permitted in the Comprehensive Plan. The site area for each lot is nearly 9,000 sq. ft., which exceeds the requirements of both the Comprehensive Plan and the City Code. The Site Plan meets all height, lot coverage, and setback requirements in Section 150-043 of the City Code.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A TENTATIVE PLAT APPLICATION BY ENCLAVE AT MIAMI SPRINGS, LLC FOR PROPERTY LOCATED AT 1101 WREN AVENUE (FOLIO NO. 05-3024-017-0010); PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, consistent with the requirements set forth in the City of Miami Springs' (the "City") Code of Ordinances (the "Code"), Enclave at Miami Springs, LLC (the "Applicant") has submitted a tentative plat application (the "Application"), a copy of the tentative plat being attached hereto as Exhibit "A" and incorporated herein by reference (the "Preliminary Plat"), pertaining to a 37,751 square foot ( $\pm$  0.86 acre) parcel of property generally located at 1101 Wren Avenue (the "Property"), as legally described in Exhibit "A" attached hereto; and

**WHEREAS**, City staff reviewed the Application and recommends approval with conditions which must be satisfied prior to final plat approval; and

**WHEREAS**, on November 7, 2022, the City's Zoning and Planning Board conducted a public hearing and recommended approval of the Application; and

**WHEREAS**, public notice was provided in accordance with law; and

**WHEREAS**, after a duly noticed public hearing, the City Council finds that the Application meets the requirements of the City Code and finds that the Application is consistent with the City's Land Development Regulations and Comprehensive Plan; and

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

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval.** The City Council, after a duly noticed public hearing, hereby approves the Application in substantially the form attached hereto as Exhibit "A," subject to the satisfaction of all conditions listed in Section 3 herein, and finds that it meets the approval criteria set forth in the City Code.



Section 3. Conditions. The approval granted in Section 2 of this Resolution is subject to compliance with the following conditions, which the Applicant stipulated and agreed to at the public hearing and agrees to comply with and/or satisfy prior to final plat approval:

- a. The approval of the Preliminary Plat shall be in accordance with the Boundary and Topographic Survey entitled "Enclave at Miami Springs" - Tentative Plat" as prepared by Odalys C. Bello-Izmaga, Professional Surveyor and Mapper, State of Florida, License Authorization No. LS6189, dated April 5, 2022, consisting of one sheet, a copy of which is attached hereto as Exhibit "A."
b. The Applicant shall make revisions to the Tentative Plat as set forth in the marked up version of the tentative plat in Exhibit B attached hereto and incorporated herein.
c. The Applicant shall comply, prior to final plat approval, with all platting requirements of the City Code and Chapter 28 of the Miami-Dade County Code.

Section 4. Violations. Failure to adhere to the terms of this approval shall be considered a violation of the City Code. Penalties for such violation shall be as prescribed by the City Code, which include, but are not limited to, the revocation of the approval granted by this Resolution.

Section 5. Authorization. The City Manager, City Clerk, and City Surveyor are authorized to sign the face of the Tentative Plat and to execute any other required documents necessary for approval of the Tentative Plat consistent with and to implement the intent of this Resolution, subject to review by the City Attorney.

Section 6. 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. Victor Vazquez
Councilman Bob Best
Councilwoman Jacky Bravo
Councilman Dr. Walter Fajet
Mayor Maria Puente Mitchell

PASSED AND ADOPTED this 14<sup>th</sup> day of November, 2022.

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

ATTEST:

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

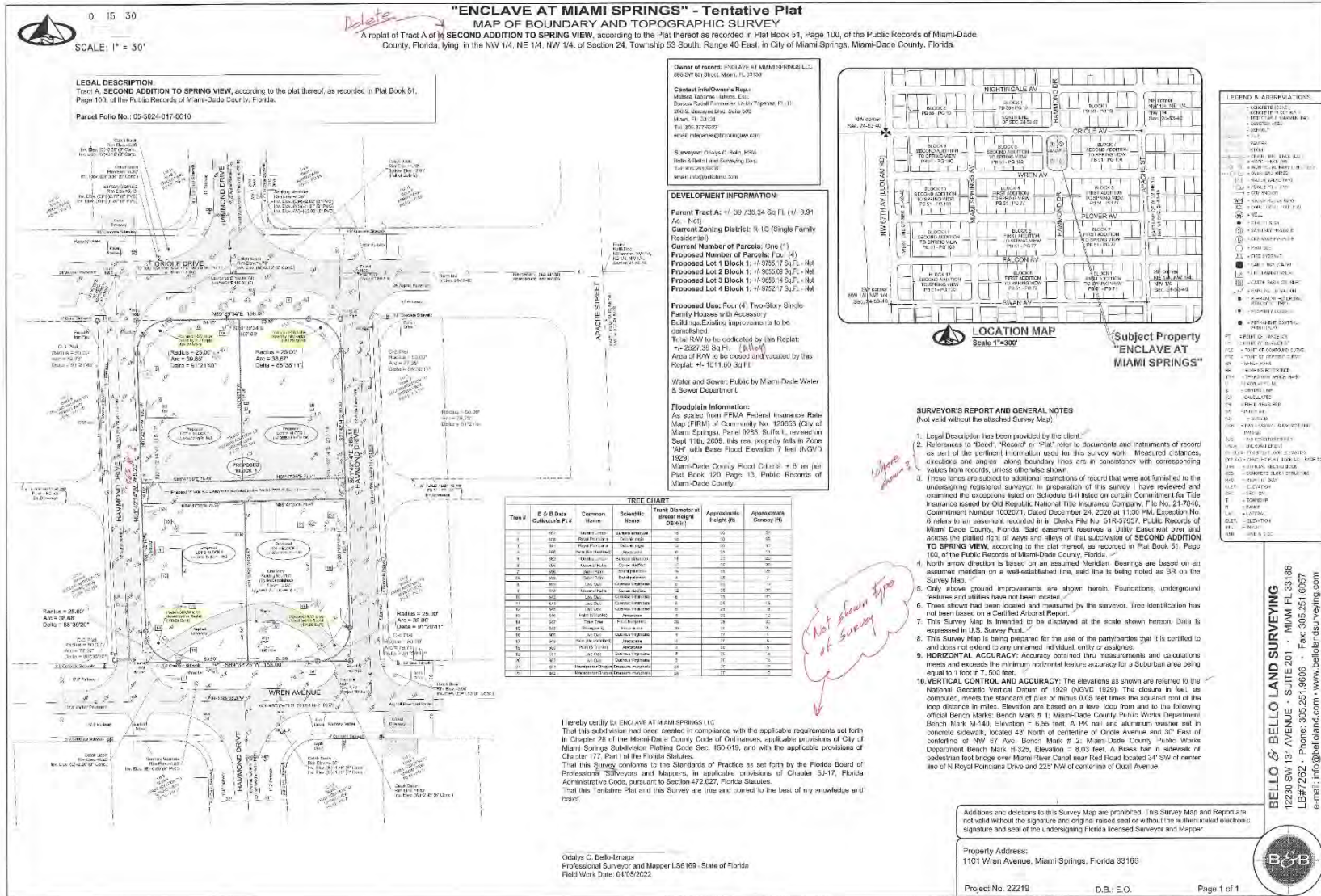
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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



# EXHIBIT B

## Marked Up Version of Tentative Plat





# AGENDA MEMORANDUM

**Meeting Date:** 11/14/2022

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

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

**From:** Omar L. Luna, Recreation Director

**Subject:** Tennis Court Repairs and Re-Surfacing

**RECOMMENDATION:** Recommendation by Recreation that Council select the quote of Superior Park Systems, Inc. for the Tennis Court Resurfacing Project (the “Project”) and authorize the execution of a construction contract in an amount not to exceed \$29,850.00 pursuant to Section §31.11 (C)(2) of the City Code.

**DISCUSSION:** The surface of the three back courts at the Tennis Center located at 401 Westward Drive, Miami Springs, FL 33166, is cracking and the courts are in need of repairs and resurfacing. The Tennis Center courts are used on a daily basis for lessons, after-school care programs, tournaments, high school matches, clinics and open tennis. Accordingly, City Staff requested three quotes for the construction of the Project pursuant to Section §31.11 (C)(2) of the City Code, anticipating that the good faith estimate total cost of the Project would not exceed \$100,000. Superior Park Systems, Inc. submitted the lowest quote to the City for construction of the Project in an amount not to exceed \$29,850. City staff anticipates completing the repairs and resurfacing for the Project by January 2023 (weather permitting). The front two tennis courts at the Tennis Center will be open and available for public use while repair work is conducted. In the future, City Staff anticipates performing repairs and resurfacing of the two front courts at the Tennis Center during fiscal year 2023-24.

**Submission Date and Time:** 11/7/2022 8:48 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<p>Department: Recreation _____</p> <p>Prepared by: Omar Luna _____</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>Dept. Head: <u><i>Omar Luna</i></u> _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: Recreation/Tennis _____</p> <p>Account No.: 001-5703-572-63-00 _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ 25,000.00 _____</p> <p>Current request: \$ <del>30,900.00</del> _____</p> <p>Total vendor amount: \$ 30,900.00 _____</p>

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING SUPERIOR PARK SYSTEMS, INC. FOR THE TENNIS COURT RESURFACING PROJECT; AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT IN AN AMOUNT NOT TO EXCEED \$29,850; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) has identified a need to resurface the three back courts at the City Tennis Center located at 401 Westward Drive, Miami Springs, Florida 33166 (the “Project”); and

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

**WHEREAS**, Superior Park Systems, Inc. (the “Contractor”) submitted the lowest quote for the Project at a total cost of \$29,850 (the “Quote”); and

**WHEREAS**, the City Council desires to select the Contractor to construct the Project and approve the execution of a Construction Contract with the Contractor in an amount not to exceed \$29,850, in substantially the form attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Selection.** That the City Council hereby selects the Contractor to construct the Project.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to enter into the Construction Contract with the Contractor in an amount not to exceed \$29,850, in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** 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. Victor Vazquez	_____
Councilman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Walter Fajet	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14<sup>th</sup> day of November, 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

QUOTE 011197

Superior Park Systems, Inc. quotes the following off the Palm Beach County School Board Contract # 15C-32B that the city may purchase (piggyback) at the same price, terms and conditions:



SUPERIOR PARK SYSTEMS

**QUOTE TO**

City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

**SHIP TO**

City of Miami Springs  
Parks and Recreation Dept.  
1401 Westward Drive  
Miami Springs, FL 33166  
Attn: Omar Luna, Director

**QUOTE NO.** 011197

**DATE** 10/24/2022

**EXPIRATION DATE**

**SHIP DATE**

**CUSTOMER NAME**

**LOCATION**

City of Miami Springs

ACTIVITY	QTY	RATE	AMOUNT
<p><b>Resurface</b> Miami Springs Racquet Club: Pressure clean the (3) courts to remove algae, loose paint, dirt &amp; debris 2) Mechanically grind the courts surface to eliminate ass raised edges on the structural cracks 3) Fill all cracks that are wider than 1/4" with a crack filler material 4) Flood the courts with water in order to identify low areas, If the courts have the industry standard 1" in 10" drain slope, we will patch any areas that are holding water deeper than 1/8" after the courts have dried in the sun for (1) hour. If the courts do not have the industry standard drain slope then we will patch as best as possible to thin outstanding water &amp; help the courts dry faster. 5) Grind the courts raised to eliminate edges of the structural cracks. Filling all cracks that are wider than 1/4" with a crack filler material 6) Apply (3) coats of acrylic surface system to the courts to include (2) coats acrylic Resurfacer an even textured new wearing surface. 7) Apply (2) coats of "sport master color" &amp; an in depth colored finished playing surface. Colors will match the existing, unless otherwise specified prior to work commencing. 8) Scrape the net posts to remove loose paint &amp; surface rust then repaint them with (2) coats of rust prohibitive green paint 9) Reinstall the owners tennis nets and center straps 10) Hand mask and hand paint the 2" white playing lines. All lines will be installed to the specifications of the ASBA, ITF, and USTA. 11) Clean up constructive debris and leave the courts ready for play 24 hours after the nets are installed 12) Repair of court area that was cut and refilled with concrete to grade</p>	1	29,850.00	29,850.00



QUOTE 011197

Superior Park Systems, Inc. quotes the following off the Palm Beach County School Board Contract # 15C-32B that the city may purchase (piggyback) at the same price, terms and conditions:



SUPERIOR PARK  
SYSTEMS

Miami Springs Tennis Center:  
Resurfacing of (3) Tennis Courts. Project to commence 5-8 weeks upon receipt of Purchase Order. 1 year warranty for materials and workmanship

DISCOUNT

SHIPPING

TOTAL

**QUOTE TOTAL**

\$29,850.00

**\$29,850.00**



“For All of Your Parks and Recreational Needs.”

## CONTRACT FOR CONSTRUCTION

**THIS CONTRACT FOR CONSTRUCTION** (this “Contract”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”) by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **SUPERIOR PARK SYSTEMS, INC.**, a Florida corporation (the “Contractor”).

**WHEREAS**, the City has identified a need to resurface the three back courts at the City Tennis Center located at 401 Westward Drive, Miami Springs, Florida 33166 (the “Project”); and

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

**WHEREAS**, the Contractor submitted the lowest quote for the performance of the Work (as herein defined) for the Project at a cost of \$30,900, which Quote is attached hereto as Exhibit “A” and incorporated herein by reference and made a part hereof; and

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

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

### **1. SCOPE OF WORK**

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

#### **CITY OF MIAMI SPRINGS TENNIS COURT RESURFACING PROJECT**

### **2. CONTRACT TIME**

**2.1.** Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to the City of all required documents and after execution of this Contract.

**2.2.** Time is of the essence throughout the performance of this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within fourteen (14) consecutive calendar days from the date specified in the Notice to Proceed (“Contract Time”)**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be**

**fully completed in accordance with the Contract Documents within twenty-one (21) consecutive calendar days from the date specified in the Notice to Proceed (“Final Completion Time”).** The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.

- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor’s delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

### **3. CONTRACT PRICE**

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$30,900.00** in accordance with the Contractor’s Quote (Pricing), attached hereto as Exhibit “A”. This sum (“Contract Price”) shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. Contractor shall submit to the City application(s) for payment up to a total equal to, but not exceeding, the Contract Price and each such application must be certified by the City Manager or City Manager’s designee (“Pay Application”). City shall make progress payments based on the Contractor’s Pay Application(s) in accordance with the Florida Prompt Payment Act. .
- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor’s obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Pay Application by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Pay Application, nor shall it be construed as a waiver of any of the City ’s rights hereunder or at law or in equity.

- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Manager and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete record set of plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

#### **4. CONTRACT DOCUMENTS**

- 4.1. The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Quote for the Project, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.
- 4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

#### **5. INDEMNIFICATION**

- 5.1. Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the City harmless

from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

## **6. INSURANCE AND BONDS**

### **6.1. Insurance**

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

**6.1.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.

**6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

**6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements,

as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. [Intentionally Omitted].

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. **Additional Insured.** The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

6.2. **Bonds.** Not required for this Project.

## 7. **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

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

**7.1.1.** Contractor represents the following:

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

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

**7.1.1.3.** Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

**7.1.1.4.** Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

**7.1.1.5.** Contractor is aware of the general nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.

**7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

**7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and

the written resolution thereof by City is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

**7.1.2.** Contractor warrants the following:

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

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

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

## **8. DEFAULT AND TERMINATION**

**8.1.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall



discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, City may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by City for convenience as described below.

- 8.2. This Contract may be terminated by the City for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the City. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

## 9. **MISCELLANEOUS**

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

### 9.2. **Contractor's Responsibility for Damages and Accidents.**

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

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

### 9.3. **Defective Work. Warranty and Guarantee.**

- 9.3.1. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor

shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

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

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

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

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

**9.4.1.** Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

**9.5. Examination and Retention of Contractor's Records.**

**9.5.1.** The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and

transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

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

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

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

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

**9.7. Authorized Representative.**

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

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

whatsoever, unacceptable to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

- 9.8. Taxes.** Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.
- 9.9. Utilities.** Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.
- 9.10. Safety.** Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.
- 9.11. Cleaning Up.** Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.
- 9.12. Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

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

delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

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

**9.22. Ownership and Access to Records and Audits.**

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

**9.22.2.** Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

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

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

**9.22.5.** Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall

be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

## 10. **SPECIAL CONDITIONS**

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

10.2. **Preliminary Steps.** [Intentionally Omitted]

10.3. **Project Schedule.** [Intentionally Omitted]

10.4. **Schedule of Values.** [Intentionally Omitted]

10.5. **Construction Photographs.** Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the City prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph digitally. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken.

**10.6. Staging Site.**

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

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

**10.6.3. Parking.** [Intentionally Omitted].

**10.7. Project Signage.** [Intentionally Omitted].

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

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

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

**10.11. Unsatisfactory Personnel.**

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



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

**10.12. Contract Modification.**

**10.12.1. Change Orders.**

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

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

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

**10.12.1.4.** In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor

must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

**10.12.2.**        Extension of Contract Time.

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

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

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

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

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

**10.12.3.**        Continuing the Work

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

**10.13.**        As-Built Drawings. [Intentionally Omitted]

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

Contractor. The Record Set of Drawing must be submitted in the form required by the Manager and/or Building Official.

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

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

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed the day and year as first stated above.

**CITY OF MIAMI SPRINGS**

**CONTRACTOR**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

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

Attest:

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Erika Gonzalez, MMC  
City Clerk

Entity: SUPERIOR PARK SYSTEMS, INC.

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**

City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
alonsow@miamisprings-fl.gov (email)

**Addresses for Notice:**

Superior Park Systems, Inc.  
Attn: Mitchell Leitner  
1418 Scott Street  
Hollywood, FL 33020  
954-445-7000 (telephone)  
mitch@superiorparksystems.com (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs City Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**

Superior Park Systems, Inc.  
Attn: Michael Schwartz, Registered Agent  
200 South Park Road, #150  
Hollywood, FL 33021

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

To: Superior Park Systems, Inc.  
Attn: Mitchell Leitner  
1418 Scott Street  
Hollywood, FL 33020  
mitch@superiorparksystems.com (email)

Project Name: CITY OF MIAMI SPRINGS TENNIS COURT RESURFACING PROJECT

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

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

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

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

**CITY OF MIAMI SPRINGS**

By: \_\_\_\_\_  
William Alonso, CPA, CGFO  
City Manager

**ACCEPTANCE OF NOTICE TO PROCEED**

**SUPERIOR PARK SYSTEMS, INC.**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



# AGENDA MEMORANDUM

**Meeting Date:** November 14<sup>th</sup>, 2022

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

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

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

**Subject:** Authorize the execution of an agreement with the Florida Department of Environmental Protection (FDEP)

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**RECOMMENDATION:** Recommendation by Staff that Council accept the State Appropriation for Statewide Surface Restoration and Wastewater funding in the amount of \$750,000.00 and authorize the City Manager to execute the attached Grant Agreement with the Florida Department of Environmental Protection (FDEP), relating to the Hook Square Pump House Replacement Project, on a cost reimbursement basis with no cost sharing requirement from the City.

**DISCUSSION:** This grant award provides funding to the City, to replace the old and failing stormwater pump and generator at the Hook Square Pump Station near the outgoing bridge, along the C-6 canal. This pump station currently provides flood control to local residents and businesses located in the immediate area, as well as along South Royal Poinciana Blvd. The existing pump is performing below capacity and parts have become obsolete for the pump and generator due to their ages from the 1930's. The new pump and generator will help ensure that the City's stormwater system remains capable of mitigating flooding and will also improve stormwater runoff water quality that is discharged into the C-6 canal.

Additionally, this project is part of an ongoing City plan to alleviate flooding and address environmental issues associated with stormwater. The project has been designed to meet environmental pollution requirements and protect the pristine environment of Biscayne Bay through treatment of storm water prior to its final disposal.

**FISCAL IMPACT:** None, as this Agreement does not require a match on the part of the City.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ACCEPTING A STATEWIDE SURFACE RESTORATION AND WASTEWATER PROJECTS STATE APPROPRIATION GRANT IN THE AMOUNT OF \$750,000; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) RELATING TO THE HOOK SQUARE PUMP HOUSE REPLACEMENT PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Springs (the “City”) has been awarded a Statewide Surface Restoration and Wastewater Projects State Appropriation (the “Grant”) in the amount of \$750,000 by the Florida Department of Environmental Protection (“FDEP”) for the Hook Square Pump House Replacement Project (the “Project”); and

**WHEREAS**, to secure the Grant, the City must enter into a State-Funded Grant Agreement (the “Agreement”) with the Florida Department of Environmental Protection (“FDEP”) in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council wishes to accept the Grant, approve the Agreement, and authorize the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A”; and

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

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

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

**Section 2. Acceptance.** That the City Council hereby accepts the Grant.

**Section 3. Approval.** That the City Council hereby approves the Agreement with FDEP relating to the Grant for the Project.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit “A,” subject to the City Attorney’s approval as to form, content, and legal sufficiency.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of November, 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



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Hook Square Pump House Replacement** Agreement Number: **LPA0336**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Miami Springs** Entity Type: **Local Government**  
Grantee Address: **201 Westward Drive, Miami Springs, FL 33166** FEID: **59-6000374** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2024**

4. Project Number: \_\_\_\_\_ Project Location(s): **Lat/Long (25.8202, -80.2808)**   
(If different from Agreement Number)

Project Description: **Replacement of pump station and culvert improvements for manatee protection, flood risk mitigation, and water quality.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$750,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>LP, GAA LI 1665A, FY 22-23, GR</b>	<b>\$750,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: **\$750,000.00**

6. Department's Grant Manager Name: <b>Mary Clare Swanson</b> _____ or successor Address: <b>3900 Commonwealth Blvd., MS 3570</b> <b>Tallahassee, FL 32399-3000</b> _____ Phone: <b>850-245-2984</b> _____ Email: <b>MaryClare.Swanson@FloridaDEP.gov</b>	Grantee's Grant Manager Name: <b>Tammy Romero</b> _____ or successor Address: <b>201 Westward Drive</b> <b>Miami Springs, FL 33166</b> _____ Phone: <b>305-805-5035</b> _____ Email: <b>romerot@miamisprings-fl.gov</b>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Mary Clare Swanson, DEP Grant Manager

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Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:  
[www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

## Attachment 1

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.



- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

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

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA).**

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **28. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0336**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Miami Springs Hook Square Pump House Replacement. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**



**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

## **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Hook Square Pump House Replacement

**PROJECT LOCATION:** The Project will be located in the City of Miami Springs within Miami-Dade County; Lat/Long (25.8202, -80.2808). See Figure 1 for location map.

**PROJECT BACKGROUND:** The City of Miami Springs (Grantee) has determined that the Hook Square pump station has deteriorated to the point that it is no longer meeting the needs of the community. The pump station and related appurtenances needs to be replaced to protect water quality, minimize flood risks, provide bank stabilization, and protect local manatee populations.

**PROJECT DESCRIPTION:** The Grantee will replace a 35 HP pump station along the C-6 canal. The replacement includes the installation of new 50 HP axial flow pump, portable generator, electric controls, refurbishing of bar screens as needed, pump discharge and bypass piping, as well as restoration of existing buildings and headwalls including an outflow with flap-gate and rip rap bank stabilization. The total project cost is estimated at \$750,000 for the pump station and related appurtenances.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

### **Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete a topographical and bathymetric survey, geotechnical report and existing conditions report to produce a pre-design report. The Grantee will complete the design and calculations for the replacement of the existing pump, structural, mechanical and electrical plans, and bank stabilization and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a copy of the pre-design report; and 3) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the pump station and outflow improvements.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task 3: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 4: Construction**

**Deliverables:** The Grantee will construct improvements to the pump house and related appurtenances in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

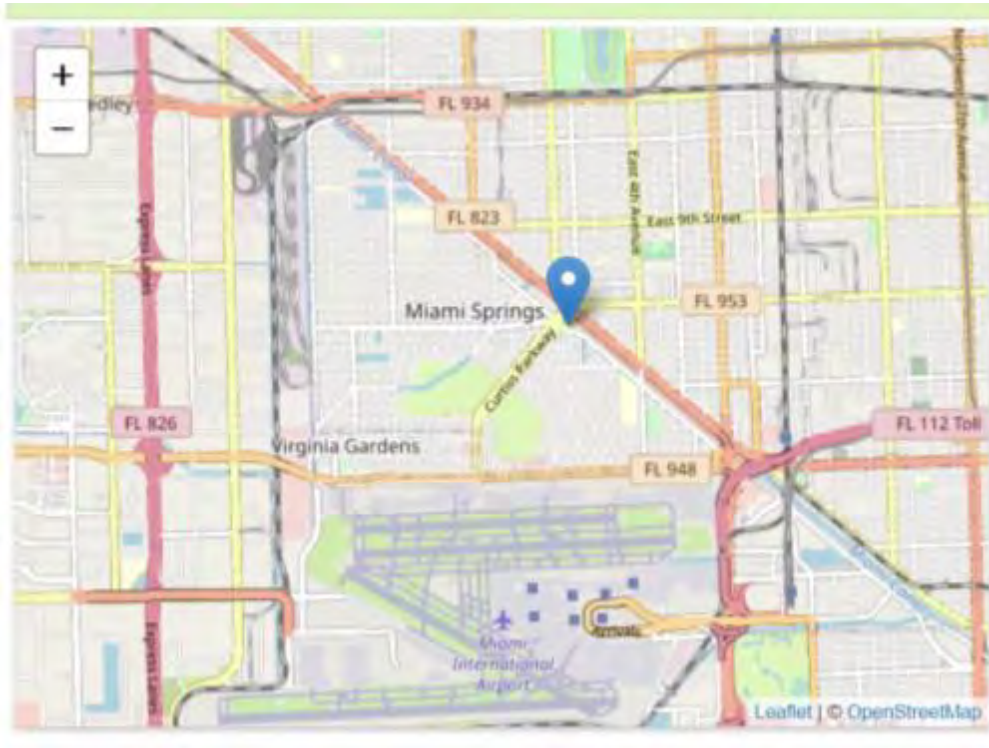
**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$200,000	07/01/2022	07/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$30,000	07/01/2022	07/31/2023
3	Project Management	Contractual Services	\$20,000	07/01/2022	07/31/2023
4	Construction	Contractual Services	\$500,000	07/01/2022	07/31/2023
Total:			\$750,000		

Figure 1: Location map



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Special Audit Requirements**  
**(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment 5**

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	FY2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects	\$750,000	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$750,000	
-------------	-----------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0336
<b>Project Title:</b>	Miami Springs Hook Square Pump House Replacement
<b>Grantee Name:</b>	City of Miami Springs
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the eligible grant [and required match, if applicable] work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Preconstruction Activities**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 2: Bidding and Contractor Selection**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 3: Project Management**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Task 4: Construction**

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

**Completion Status for Tasks:**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

---

Signature of Grantee's Grant Manager  
*(Original Ink or Digital Timestamp)*

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



# AGENDA MEMORANDUM

**Meeting Date:** 11/14/2022

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

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

**From:** Zuzell E. Murguido, Senior Procurement Officer

**Subject:** Recommendation to Award contract to F&L Fire and Electrical System, Inc.

**RECOMMENDATION:** Recommendation by Professional Services that Council award City RFP # 01-22/23 to F&L Fire and Electrical System, Inc., the lowest responsible bidder and authorize the execution of a contract, in the amount of \$54.00/per hour for crew rates per attached Proposal Price sheet, for Citywide Miscellaneous Electrical Services as funds are to be budgeted in the FY22/23 Budget pursuant to Section §31.11 (E)(1) of the City Code.

**DISCUSSION:** On October 11, 2022 the City advertised the Request for Proposal #01-22/23 for Citywide Miscellaneous Electrical Services of which 572 vendors were notified of the opportunity to bid. On October 13, 2022, contractors were required to attend a Mandatory Pre-Bid conference and only 14 individuals were in attendance (Attachment "A"). On November 1, 2022 the City received 3 bids (Attachment "B") all of which were considered responsive.

F&L Fire and Electrical System, Inc., was considered the lowest responsive and responsible bidder. Contract will begin effective November 14, 2022 for a one-year term period, with the option to renew for four additional one-year term periods.

**Submission Date and Time:** 11/9/2022 2:01 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Finance</u> <b>Prepared by:</b> <u>Zuzell Murguido</u> <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/ Funded:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Refer to above.	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>PW Bldg./Contractual Services</u> <b>Account No.:</b> <u>various</u> <b>Additional Funding:</b> _____ <b>Amount previously approved:</b> \$ <u>0.00</u> <b>Current request:</b> \$ <u>\$54.00/ hr.</u> <b>Total vendor amount:</b> \$ <u>unknown</u>



CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

SECTION 4  
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- American Rescue Plan Act Compliance Affidavit
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Price Proposal

Form 13: Bid Security/Bid Bond (unless waived)

Form 14: Form of Performance Bond & Payment Bond (unless waived)

EXHIBITS

Exhibit A: Form of Professional Services Agreement

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

FORM 1  
PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Company Qualifications Questionnaire
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- N/A Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts  
(Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors (if applicable)
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: Bid Security/Bid Bond(unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)

Firm: F&L Fire and Electrical System, inc.

Date: 10/31/2022

Authorized Signature: 

Print or Type Name: Leonid Del Castillo

Title: President

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

**FORM 2**  
**COMPANY QUALIFICATIONS QUESTIONNAIRE**

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the RFP, you certify that any and all information contained in the Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the RFP, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

F&L Fire and Electrical System, inc.

Firm Name

2271 West 80 Street A2 Hialeah, FL 33016

Principal Business Address

786-223-6453

Telephone Number

Facsimile Number

m@flfelectric.com

Email Address

27-2867291

238210-286

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

**FIRM HISTORY AND INFORMATION**

How many years has the firm has been in business under its current name and ownership? 12

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P10000050382

06/15/2010

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Electrical Contractor

EC13007054

10/06/2015

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual     Partnership     Corporation     LLC     LLP     Other \_\_\_\_\_

Please identify the Firm's primary business: Electrical

Please identify the number of continuous years your Firm has performed its primary business: 12

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
SBE-Cons	Miami-Dade County	15336	06/16/2013
SBE-G&S	Miami-Dade County	15337	06/19/2013
DBE	Miami-Dade County	6231681	12/03/2019

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Leonid Del Castillo	President	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	12
Total No. of Managerial/Administrative Employees	1
Total No. of Trades Employees by Trade	9 Electricians, 2 Laborers

**INSURANCE INFORMATION**

Please provide the following information about the Firm's insurance company:

Allcoast Insurance Company	Damaris Lugo	
Insurance Carrier Name	Insurance Carrier Contact Person	
6741 W 4 Ave Hialeah, FL 33012	305-828-0402	1st_ins@bellsouth.net
Insurance Carrier Address	Telephone No.	Email

Has the Firm filed any insurance claims in the last five (5) years?     No     Yes If yes, please identify the type of claim and the amount paid out under the claim: \_\_\_\_\_

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

**FIRM OWNERSHIP**

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Leonid Del Castillo	President	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No  Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
Leonid Del Castillo	ML Investment Properties, inc	50%
Leonid Del Castillo	Three M Investment Properties, inc	50%
Leonid Del Castillo	Casma Investment Properties, inc.	50%
Leonid Del Castillo	Los Salty Dogs	50%

**RECENT CONTRACTS**

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
City of Miami Gardens	Charles Allen	305-986-9144	challen@miamigardens-fl.gov	December/2021
City of Miami Gardens	Charles Allen	305-986-9144	challen@miamigardens-fl.gov	February/2021
City of Miami Beach	Olga Sanchez	786-367-7253	olgasanchez@miamibeachfl.gov	February/2020
City of Pembroke Pines	Dayana Castellon	786-459-3075	dcastellon@ppines.com	January/2020
Miami-Dade County	Erick Millan	786-326-8798	erick.millan@miamidade.gov	February/2021

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: F&L Fire and Electrical System, inc.

Authorized Signature:  Date: 10/31/22

Print or Type Name: Leonid Del Castillo Title: President

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

FORM 3A  
CERTIFICATE OF AUTHORITY  
(if Corporation)

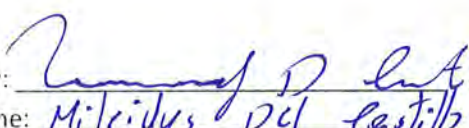
I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of \_\_\_\_\_  
F&L Fire and Electrical System, inc.


\_\_\_\_\_ a business existing under the laws of the State of Florida, (the  
"Entity") held on June/15, 2010, the following resolution was duly  
passed and adopted:

"RESOLVED, that, Leonid Del Castillo, as \_\_\_\_\_  
President of the Entity, be and is hereby authorized to  
execute this Proposal dated October / 31, 2022, on  
behalf of the Entity and submit this Proposal to the City of Miami Springs,  
and this Entity and the execution of this Certificate of Authority, attested  
to by the Secretary of the Corporation, and with the Entity's Seal affixed,  
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity  
this 31<sup>st</sup> day of October, 2022.

Secretary:   
Print Name: Milceidy Del Castillo

President:   
Print Name: Leonid Del Castillo

(Seal)

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

**FORM 3B**  
**CERTIFICATE OF AUTHORITY**  
**(if Individual)**

I, N/A ("Affiant") being first duly sworn, deposes and says:

1. I am the \_\_\_\_\_  
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: \_\_\_\_\_  
\_\_\_\_\_ doing  
business as \_\_\_\_\_, the  
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of  
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated \_\_\_\_\_, and submit  
this Proposal to the City of Miami Springs, and the execution of this Certificate of Authority,  
attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

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

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**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

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

FORM 4  
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:  
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

Firm: F&L Fire and Electrical System, inc.

Authorized Signature:  Date: 10/31/22

Print or Type Name: Leonid Del Castillo Title: President



CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

**FORM 5**  
**SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

<u>F&amp;L Fire and Electrical System, inc.</u>	By: <u>Leonid Del Castillo, President</u>
NAME OF PROPOSING OR BIDDING ENTITY	INDIVIDUAL'S NAME AND TITLE
<u>27-2867291</u>	Date: <u>10/31/22</u>
FEIN OF PROPOSING OR BIDDING ENTITY	

**Americans with Disabilities Act Compliance Affidavit**

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

WDL  
Respondent Initials

**Public Entity Crimes Affidavit**

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

**CITY OF MIAMI SPRINGS  
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calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

LDL  
Respondent Initials

**American Rescue Plan Act Compliance Affidavit**

Respondent acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the City pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the City shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; and (vi) The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance (collectively, the "ARPA Regulations"). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the City Clerk and at the following City link: [ARPA Regulations](#).

LDL  
Respondent Initials

**No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit**

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

LDL  
Respondent Initials

**Business Entity Affidavit**

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.



Respondent Initials

**Non-Collusion/Anti-Collusion Affidavit**

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.



Respondent Initials

**Scrutinized Companies**

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

- submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
  3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



Respondent Initials

**Acknowledgment, Warranty, and Acceptance**

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

WL  
Respondent Initials

**Ownership Disclosure Affidavit**

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Leonid Del Castillo	313 Minola Drive Miami Springs, FL 33166	100%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23


LDL  
Respondent Initials

**Truth in Negotiation Certificate**

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

LDL  
Respondent Initials

**Prohibition on Contingent Fees**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

LDL  
Respondent Initials

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Penito Otero

Print Name: Leonid Del Castillo

Witness #2 Print Name: ISABEL MAJUSA

Title: President

Firm: F&L Fire and Electrical System, inc.

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 31<sup>st</sup> day of October, 2022 by Leonid Del Castillo (name of person) as President (type of authority) for F&L Fire and Electrical System (name of party on behalf of whom instrument is executed).

[Signature]  
Notary Public (Print, Stamp, or Type as EXPIRES 12-2026)



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



CITY OF MIAMI SPRINGS  
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FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS**  
**(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: F&L Fire and Electrical System, inc.

Authorized Signature:  Date: 10/31/22

Print or Type Name: Leonid Del Castillo Title: President

CITY OF MIAMI SPRINGS  
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FORM 7  
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO x \_\_\_\_\_

---

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO x \_\_\_\_\_

---

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO x \_\_\_\_\_

---

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: F&L Fire and Electrical System, inc.

Authorized Signature:  Date: 10/31/22

Print or Type Name: Leonid Del Castillo Title: President

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

**FORM 8**  
**KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space:  No     Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Leonid Del Castillo	President / Supervisor Electrician	20	12	Master Electrician EC13007054
Brandy Mesa	Licensed Journeyman Electrician	6	6	Journeyman Electrical 202201258
Mileidys Del Castillo	Office Manager	12	12	N/A

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

Our firm has the ability to immediately substitute any key staff in the case it is necessary. We have various electricians, whom  
are all highly qualified. For example, we can replace Brandy Mesa with another Journeyman electrician with License#201401229  
Yordanis Echevarria.

**CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Leonid Del Castillo	Supervision / Electrician	City of Miami Springs	24/7	5 years
Mileidys Del Castillo	Office Manager	City of Miami Springs	24/7	5 years
Brandy Mesa	Supervision / Electrician	City of Miami Springs	24/7	5 years

**PROPOSED SUBCONTRACTORS**

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: F&L Fire and Electrical System, inc

Authorized Signature: 

Date: 10/31/2022

Print or Type Name: Leonid Del Castillo

Title: President

CITY OF MIAMI SPRINGS  
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FORM 9  
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Miami Beach

Reference Contact Person/Title/Department: Olga Sanchez / Senior Capital Projects Coordinator / Facilities and Fleet Management Department

Contact Number & Email 786.367.7253 / olgasanchez@miamibeachfl.gov

Public Entity Size/Number of Residents/Square Mileage: 2500 Employees / 90,000 Residents / 15 SM

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Replacement of 400 KWA Generator at Fire Station 3 09/2020 high complexity  
Installation of 1000 KWA Generator at Scott Rakow Youth Center 09/2020 high complexity  
Installation of 600 KWA Generator at North Shore Youth Center 09/2020 high complexity

Is the Contract still Active? Yes \_\_\_\_\_ No X

Projects have been completed on time and budget

**Facilities and Fleet Management Department**

1833 Bay Road, 2<sup>nd</sup> Floor, Miami Beach, Florida 33139

October 28, 2022

Letter of Recommendation  
F & L Fire and Electrical System, Inc.

To whom it may concern,

This letter is to offer a recommendation for F & L Fire and Electrical System, Inc. for any of your electrical contractor needs. As a project manager for the City of Miami Beach, I have had the pleasure of working with F & L Fire and Electrical System, Inc. for over five years and only have praise for their business.

F & L Fire and Electrical System, Inc., has successfully completed the installation and upgrades of generators of various capacities and sizes together with the installation of all their supplementary equipment such as automatic transfer switches, main distribution panels and connection to the fire alarm system on several City's facilities. In addition, the firm has also completed Electrical and Fire Alarm work for other City projects.

F & L Fire and Electrical System, Inc. services is a competent, reliable Electrical Contractor which can perform any improvement to your facilities. Great execution of the job and construction management. Good quality and attention to detail. Good communication skills and very professional.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



**Olga Sanchez, E.I., C.G.C., LEED AP**, Senior Facilities Captain/Project Coordinator  
FACILITIES MANAGEMENT DIVISION  
FACILITIES AND FLEET MANAGEMENT DEPARTMENT  
1833 Bay Rd. Miami Beach, FL 33139  
Tel: 305-671-7070 Ext 22567 - Mobile: 786-802-7754  
olgasanchez@miamicity.com

CITY OF MIAMI SPRINGS  
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REFERENCE #2

Public Entity Name: City of Pembroke Pines

Reference Contact Person/Title/Department: Dayana Castellon, Project Manager, Public Services Department

Contact Number & Email 954-518-9064 dcastellon@ppines.com

Public Entity Size/Number of Residents/Square Mileage: Population of 171,178 34.76 square miles

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) Hazard Mitigation Grant Projects for (8) City Facilities: Fire Stations 101,

99, 89, 79, 69, 33, West Police Department and Academic Village Charter School for the installation of emergency  
generators in order to make Emergency Responding City Facilities fully backed-up in case of a power outage from

2019-2021. Generator sizes varied from 175KW to 1025KW. Full turn key project.

Is the Contract still Active? Yes \_\_\_\_\_ No



PEMBROKE PINES  
CITY COMMISSION

Frank C. Ortis  
MAYOR  
954-450-1020  
fortis@ppines.com

Jay D. Schwartz  
VICE MAYOR  
DISTRICT 2  
954-450-1030  
jschwartz@ppines.com

Thomas Good, Jr.  
COMMISSIONER  
DISTRICT 1  
954-450-1030  
tgood@ppines.com

Angelo Castillo  
COMMISSIONER  
DISTRICT 4  
954-450-1030  
acastillo@ppines.com

Iris A. Siple  
COMMISSIONER  
DISTRICT 3  
954-450-1030  
isiple@ppines.com

Charles F. Dodge  
CITY MANAGER  
954-450-1040  
cdodge@ppines.com

October 27, 2022

City of Pembroke Pines

Pembroke Pines, Florida

F & L Fire and Electrical System, Inc. | Letter of Recommendation

To whom it may concern,

I'm writing this letter to state my official recommendation for F & L Fire and Electrical System, Inc. for any of your electrical contractor needs. As a project manager for the City of Pembroke Pines, I've had the pleasure of working and building a professional relationship with Leonid Del Castillo, the owner of F & L Fire and Electrical System, Inc. for three years and only have praise for their business.

Leonid is extremely knowledgeable about fire and electrical systems and employs others who share his knowledge and diligence. With their help, we've made over 8 City facilities fully backed-up by generator power and have improved the safety of our staff, first responders and residences. These projects include installation and upgrades of generators of various capacities and sizes together with the installation of all their supplementary equipment such as automatic transfer switches, main distribution panels and connection to the facilities fire alarm system. Leonid and the rest of the professionals at F & L Fire and Electrical System, Inc. always complete their work well within the deadline we assign and provide honest and reasonable price estimates.

I am happy to recommend F & L Fire and Electrical System, Inc. services to any government agency, company or individual who want to improve their property or facility.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Dayana Castellon

Project Manager | Public Services Department

dcastellon@ppines.com | (O): 954-518-9064



CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

REFERENCE #3

Public Entity Name: Miami-Dade County  
Reference Contact Person/Title/Department: Erick Millan, Construction Manager 2,  
Miami-Dade Parks  
Contact Number & Email (786) 326-8798, Erick.Millan@MiamiDade.gov

Public Entity Size/Number of Residents/Square Mileage: Large, 2.7 million residents,  
2,431 mi<sup>2</sup>

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on  
Size/Scope of Work/Complexity) Multiple Park Lift station control  
panel Replacement. From 7/14/21 - 10/14/21. The project  
entailed the replacement of lift station control panels  
throughout the County.

Is the Contract still Active? Yes  No



**MIAMI-DADE COUNTY, FLORIDA**  
**Capital Improvements Information System**  
**Parks, Recreation and Open Spaces**  
**Contractor Evaluation**

MCC Contract: PR C2021MLSTA  
 Contractor: F & L FIRE AND ELECTRICAL SYSTEM INC  
 Department Contact: ERICK MILLAN (305) 596-4460  
 Site Project Name: Multiple Parks - Lift Station Electrical Panel Replacement  
 Site Location: Multiple Parks

Evaluation Type: Standard Evaluation  
 FEIN: 272867291  
 Award Amount: \$151,682.00

Evaluator ID: e326349

Date: 10/8/2021

Period: Interim

Rating *						Criteria
4	3	2	1	N/A		
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✓					Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Erick Millan at Phone# 786-326-8798

Evaluation Reviewed by: Supervisor  Division Chief  Assistant Director  Director

Reviewer Name: ERICK MILLAN

Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail  EMAIL  Fax  Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: F & L FIRE AND ELECTRICAL SYSTEM INC

\* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below



# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Parks, Recreation and Open Spaces

#### Contractor Evaluation

MCC Contract: PR C2021MLSTA  
 Contractor: F & L FIRE AND ELECTRICAL SYSTEM INC  
 Department Contact: ERICK MILLAN (305) 596-4460  
 Site Project Name: Multiple Parks - Lift Station Electrical Panel Replacement  
 Site Location: Multiple Parks

Evaluation Type: Standard Evaluation  
 FEIN: 272867291  
 Award Amount: \$151,682.00

Evaluator ID: e326349

Date: 10/14/2021

Period: Project conclusion or closeout

Rating *						Criteria
	4	3	2	1	N/A	
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✓					Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Erick Millan at Phone# (305)596-4460

Evaluation Reviewed by: Supervisor  Division Chief  Assistant Director  Director

Reviewer Name: ERICK MILLAN

Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail  EMail  Fax  Hand

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: F & L FIRE AND ELECTRICAL SYSTEM INC

\* Rating Key

- 4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.
  - 3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.
  - 2 Guarded performance Errors and Omissions documented in writing with timely corrective action.
  - 1 Unresponsive performance documented in writing without timely corrective action.
- N/A, No Information

CITY OF MIAMI SPRINGS  
REQUEST FOR PROPOSALS NO. 01-22/23

FORM 10  
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 respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFP and signing below, the respondent Firm 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 submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Benito Otero

Print Name: Leonil Del Castillo

Witness #2 Print Name: ISABEL MADRUSA

Title: President  
Firm: Fal Five and Electrical Systems


ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 31<sup>st</sup> day of October, 2022 by Leonil Del Castillo (name of person) as President (type of authority) for Fal Five and Electrical System (name of party on behalf of whom instrument is executed).

[Signature]  
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

**FORM 11**  
**IRS FORM W-9**

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: F&L Fire and Electrical System, inc

Authorized Signature:  Date: 10/31/2022

Print or Type Name: Leonid Del Castillo Title: President

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>F&amp;L Fire and Electrical System, inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2271 West 80 Street A2</b>	Requester's name and address (optional) <b>City of Miami Springs 201 Westward Drive - City Hall Miami Springs, FL 33166</b>
6 City, state, and ZIP code <b>Hialeah, FL 33016</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
2	7		-	2	8	6	7	2	9	1	

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>10/31/2022</b>
------------------	----------------------------	--------------------------

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

**FORM 12A**  
**TASK AND UNIT FEE SCHEDULE**

No.	Description or Equivalent:	Unit	1 <sup>st</sup> Year Term Unit Price	2 <sup>nd</sup> Year Term Unit Price	3 <sup>rd</sup> Year Term Unit Price	4 <sup>th</sup> Year Term Unit Price	5 <sup>th</sup> Year Term Unit Price
1	<hr/> Crew Foreman <hr/> <hr/>		\$ 54.00	\$54.00	\$54.00	\$54.00	\$54.00
2	<hr/> Licensed Master Electrician <hr/> <hr/>		\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
3	<hr/> Electrician's Helper <hr/> <hr/>		\$39.00	\$ 39.00	\$39.00	\$39.00	\$39.00
4	<hr/> <hr/> <hr/>		\$	\$	\$	\$	\$

**FORM 12B**  
**EQUIPMENT RATES**

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> Bucket -truck <hr/>	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
2	<hr/> Trenching Equipment <hr/>	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
3	<hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/>	\$	\$	\$	\$	\$



N/A

OPTIONAL SERVICES

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
2	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

**FORM 13**  
**BID SECURITY/BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, F&L Fire and Electrical System, Inc.  
as Principal and Proposer, and FCCI Insurance Company

Hereinafter called Surety, are held and firmly bound unto the City of Miami Springs, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual base bid amount of: \$ Five Percent of Amount Bid  
(Written Dollar Amount) dollars (\$ \*\*\*\*\*5%\*\*\*\*\*) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Miami Springs for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

**RFP 01-22/23**  
**Citywide Miscellaneous Electrical Services**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the annual base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Springs and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said F&L Fire and Electrical System, Inc. as Principal herein, has caused these presents to be signed in its name by its President  
Lemil Del Castillo and attested by its \_\_\_\_\_  
\_\_\_\_\_ under its corporate seal, and the said FCCI Insurance Company  
\_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_ attorney-in-fact \_\_\_\_\_  
and attested in its name by its see power of attorney attached  
under its corporate seal, this 31st day of October, 2022.

In the presence of:

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

Signed, sealed and delivered by:

Michael A. Bonet  
\_\_\_\_\_  
Print Name: Michael A. Bonet

\_\_\_\_\_  
Title: Attorney-In-Fact

\_\_\_\_\_  
Principal/Firm: FCCI Insurance Company



In the presence of:

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

Signed, sealed and delivered by:

Michael A. Bonet  
\_\_\_\_\_  
Attorney-In-Fact: Michael A. Bonet

(Power of Attorney to be attached)

Michael A. Bonet  
\_\_\_\_\_  
Resident Agent Michael A. Bonet

ALEX SINK  
Chief Financial Officer  
State of Florida



**MICHAEL ANTHONY BONET**

**License Number A025509**

IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF INSURANCE

**General Lines (Prop & Casu) 05/25/1984**

RESIDENT  
LICENSE



### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Roy V. Fabry; Michael A. Bonet

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 31st day of October, 2022



Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company



October 31, 2022

**Re: F & L Fire and Electrical System, Inc. – Bondability**

To whom it may concern:

It has been the privilege of Risk Strategies and FCCI Insurance Company to provide surety bonds on behalf of F & L Fire and Electrical System, Inc. for many years, during which time F & L Fire and Electrical System, Inc. has performed. In our opinion, this organization remains properly financed, well equipped and capably managed.

At the present time, FCCI Insurance Company provides a \$2,000,000.00 for single and \$4,000,000.00 aggregate surety program to F & L Fire and Electrical System, Inc. As always, FCCI Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

FCCI Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A(Excellent) with a X (\$750 Million to \$1 Billion) Financial Size Category by A.M. Best Company.

Sincerely,

Michael Bonet, CIC, AAI  
Director of Construction & Surety

FORM 14  
FORM OF PAYMENT AND PERFORMANCE BONDS  
PERFORMANCE BOND

INTENTIONALLY OMITTED, PERFORMANCE BOND REQUIREMENT WAIVED BY CITY MANAGER.

BY THIS BOND, we, \_\_\_\_\_, as Principal, (the "Contractor") and \_\_\_\_\_, as Surety, are bound to the City of Miami Springs (the "City"), as Obligee, 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 Contract RFP No.: 01-22/23, awarded on \_\_\_\_\_, 2022, pursuant to Resolution No. \_\_\_\_\_, with the City, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and City for the services defined in the Contract, 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 the City all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the 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 WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the City to be, in default under the Contract, the City having performed the City's obligations, the Surety may promptly remedy the default or will promptly:
  - a. Complete the services defined in the Agreement in accordance with the terms and conditions of the Agreement; or
  - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the City elects, upon determination by the City and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract 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, will mean the total amount payable by

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

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the City; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR THE CONTRACTOR:

WITNESS:

\_\_\_\_\_

Secretary

(Affix Corporate Seal)

\_\_\_\_\_

Name of Corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

FOR THE SURETY:

WITNESS:

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

\_\_\_\_\_

Agent and Attorney-in-Fact

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

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Allcoast Insurance Corp. 6741 West 4th Avenue  Hialeah FL 33012		<b>CONTACT NAME:</b> Mailyn Gonzalez <b>PHONE (A/C, No, Ext):</b> (305) 828-0402 <b>E-MAIL ADDRESS:</b> 1st_ins@bellsouth.net <b>FAX (A/C, No):</b> (305) 828-4991	
<b>INSURED</b> F&L Fire and Electrical Systems Inc 2271 W 80 St A2 HIALEAH FL 33016		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> BERKLEY ASSURANCE COMPANY <b>INSURER B:</b> NAUTILUS INSURANCE COMPANY <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		VUMA0281700	08/02/2022	08/02/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000.00
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AN1265566	08/02/2022	08/02/2023	EACH OCCURRENCE \$ 2,000,000
	OCCUR CLAIMS-MADE						AGGREGATE \$ 2,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ELECTRICAL.

CITY OF MIAMI SPRINGS - CITY HALL is listed as Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**
 CITY OF MIAMI SPRINGS - CITY HALL  
 201 Westward Drive - Second Floor  
 Miami Springs, FL 33166

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gustavo A Cisneros 1700 Ponce de Leon Blvd Coral Gables, FL 33134	<b>CONTACT NAME:</b> Gustavo Cisneros <b>PHONE (A/C, No, Ext):</b> 305-826-8222 <b>FAX (A/C, No):</b> 786-629-8240 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Mutual Automobile Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> F & L FIRE & ELECTRICAL SYSTEM INC 2271 W 80TH ST HIALEAH FL 33016-5768	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	K17 0395-A31-59 K16 9440-A31-59 K16 9438-A31-59 K16 9439-A31-59	07/31/2022 07/31/2022 07/31/2022 07/31/2022	01/31/2023 01/31/2023 01/31/2023 01/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE	\$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Miami Springs- City Hall 201 Westward Drive - Second Floor - Council Chambers Miami Springs, FL 33166 as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Miami Springs- City Hall 201 Westward Drive - Second Floor - Council Chambers Miami Springs, FL 33166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Proposal for RFP No.: 01-22/23

for

Citywide Miscellaneous Electrical Services

Bid opening Date: 11/01/2022 at 2:30pm

**Vendor:**

*Computer Electric, Inc.*

660 Miller Drive

Miami Springs, FL 33166

(305) 889-0018 Office

(305) 889-8088 Fax

**Primary Point of Contact Project Manager:**

Mark R. Chandler (305) 986-6291

Email: [mark@computerelectricinc.com](mailto:mark@computerelectricinc.com)

**FORM 12  
PRICE PROPOSAL**

**THIS PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE THAT WILL BE OPENED AFTER THE TECHNICAL PROPOSAL IS REVIEWED, EVALUATED, AND RANKED**

<b>Classification:</b>	<b>First Year Term (Rate Per Hour)</b>	<b>Second Year Term (Rate Per Hour)</b>	<b>Third Year Term (Rate Per Hour)</b>	<b>Fourth Year Term (Rate Per Hour)</b>	<b>Fifth Year Term (Rate Per Hour)</b>
Crew Foreman	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Licensed Master Electrician	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Electrician's Helper	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00

**Yearly Costs:**

Proposal(s) shall include pricing for the initial one year term and shall also reflect any potential increases (if applicable) for the remaining optional years for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> year terms periods, shall the City wish to renew this Agreement, at its discretion after the initial one year term period.

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

**(If Applicable):**

**TASK AND UNIT FEE SCHEDULE:** Complete Form 12A.

**EQUIPMENT RATES:** Complete Form 12B.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

**Firm:** Computer Electric, Inc.

**Authorized Signature:** 

**Title:** Vice President

**Print or Type Name:** Mark R. Chandler

**Date:** 10/26/2022

**FORM 12A**  
**TASK AND UNIT FEE SCHEDULE**

No.	Description or Equivalent:	Unit	1 <sup>st</sup> Year Term Unit Price	2 <sup>nd</sup> Year Term Unit Price	3 <sup>rd</sup> Year Term Unit Price	4 <sup>th</sup> Year Term Unit Price	5 <sup>th</sup> Year Term Unit Price
1	<hr/> <hr/> <hr/>		\$	\$	\$	\$	\$
2	<hr/> <hr/> <hr/>		\$	\$	\$	\$	\$
3	<hr/> <hr/> <hr/>		\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>		\$	\$	\$	\$	\$

n/a All projects or service calls are on an hourly bases \$55.00 per man hour 24/7 365 per year.

**FORM 12B**  
**EQUIPMENT RATES**

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
2	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

All Equipment Rates are included in the hourly rate at \$55.00 per man hour 24/7 365 days per year and there is no additional charge.



OPTIONAL SERVICES

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
2	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

\*All optional services are included in original \$55.00 per man hour 24/7 365 per year.

**FORM 12  
PRICE PROPOSAL**

**THIS PRICE PROPOSAL SHALL BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE THAT WILL BE OPENED AFTER THE TECHNICAL PROPOSAL IS REVIEWED, EVALUATED, AND RANKED**

Classification:	First Year Term (Rate Per Hour)	Second Year Term (Rate Per Hour)	Third Year Term (Rate Per Hour)	Fourth Year Term (Rate Per Hour)	Fifth Year Term (Rate Per Hour)
Crew Foreman	\$ 95.00	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00
Licensed Master Electrician	\$ 120.00	\$ 125.00	\$ 130.00	\$ 135.00	\$ 140.00
Electrician's Helper	\$ 65.00	\$ 70.00	\$ 75.00	\$ 80.00	\$ 85.00

**Yearly Costs:**

Proposal(s) shall include pricing for the initial one year term and shall also reflect any potential increases (if applicable) for the remaining optional years for the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> year terms periods, shall the City wish to renew this Agreement, at its discretion after the initial one year term period.

The Proposer shall provide the hourly rates, unit prices, and equipment rates requested below. These prices and rates shall be all inclusive of labor, equipment, maintenance, fuel, delivery costs, travel time, per diem and any other travel or miscellaneous expenses.

**(If Applicable):**

**TASK AND UNIT FEE SCHEDULE:** Complete Form 12A.

**EQUIPMENT RATES:** Complete Form 12B.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

Firm: G & R Electric Corp.

Authorized Signature: [Signature]

Title: President

Print or Type Name: Gonzalo Pharis

Date: 11-1-2022

**FORM 12A**  
**TASK AND UNIT FEE SCHEDULE**

No.	Description or Equivalent:	Unit	1 <sup>st</sup> Year Term Unit Price	2 <sup>nd</sup> Year Term Unit Price	3 <sup>rd</sup> Year Term Unit Price	4 <sup>th</sup> Year Term Unit Price	5 <sup>th</sup> Year Term Unit Price
1	Street Lights - Repair/Replace Typical Light Bulb, Ballast, Photocell Fuse Holder, and Fuse, up to 400W (Excluding Light Fixture Replacement)		\$ 650.00	\$715.00	\$785.00	\$ 865.00	\$ 950.00
2	Replace/Repair Disconnects up to 100A		\$ 575.00	\$ 630.00	\$695.00	\$ 765.00	\$ 840.00
3	Repair/Replace brakers up to 100A One Pole-Double Pole 120/208V		\$ 400.00	\$440.00	\$ 485.00	\$ 530.00	\$ 585.00
4	Repair/Replace Light switches, GFCI receptacle, or similar devices		\$ 360.00	\$ 395.00	\$ 435.00	\$ 480.00	\$ 525.00

**FORM 12B**  
**EQUIPMENT RATES**

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> Bucket Truck Service less 45Ft <hr/> With Journeyman and Helper <hr/>	\$ 210.00	\$ 220.00	\$ 230.00	\$ 240.00	\$ 250.00
2	<hr/> Bucket Truck Service over 45ft <hr/> With Journeyman and Helper <hr/>	\$ 230.00	\$ 240.00	\$ 250.00	\$ 260.00	\$ 270.00
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

OPTIONAL SERVICES

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> Overtime Working Hours <hr/> Weekdays between 3:30 pm -12 am <hr/> Journeyman and Helper	\$ 240.00	\$255.00	\$270.00	\$285.00	\$ 300.00
2	<hr/> Overtime Working Hours <hr/> Weekdays between 12:00am -7:00 am <hr/> Journeyman and Helper	\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00
3	<hr/> Holidays /Weekend Overtime Working Hours <hr/> All major holidays regardless of the day of the week. <hr/> Journeyman and Helper	\$ 320.00	\$ 340.00	\$ 360.00	\$ 380.00	\$ 400.00
4	<hr/> <hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING F&L FIRE AND ELECTRICAL SYSTEM, INC. FOR CITYWIDE MISCELLANEOUS ELECTRICAL SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 01-22/23; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 11, 2022, the City of Miami Springs (the “City”) issued Request for Proposals No. 01-22/23 (the “RFP”) for citywide miscellaneous electrical services on an as-needed basis (the “Services”); and

**WHEREAS**, three sealed proposals were received by the RFP deadline; and

**WHEREAS**, F&L Fire and Electrical System, Inc. (the “Contractor”) was the lowest, most responsive and responsible proposer; and

**WHEREAS**, pursuant to the RFP competitive selection process and the recommendation of the City Manager, the City Council desires to select the Contractor to provide the Services and authorize the City Manager to enter an electrical services agreement with the Contractor in substantially the form attached hereto as Exhibit “A” (the “Agreement”); and

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

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

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

**Section 2. Selection.** That the City Council hereby selects the Contractor to provide the Services pursuant to the RFP.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to enter into the Agreement with the Contractor in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED this 14<sup>th</sup> day of November, 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

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF MIAMI SPRINGS**

**AND**

**F&L FIRE AND ELECTRICAL SYSTEM, INC.**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”), by and between **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”) and **F&L FIRE AND ELECTRICAL SYSTEM, INC.**, a Florida for-profit corporation (hereinafter, the “Contractor”).

**WHEREAS**, the City desires certain citywide miscellaneous electrical services; and

**WHEREAS**, the City issued Request for Proposals No. 01-22/23 (the “ITB”) seeking proposals from experienced and qualified electrical contractors to provide the services, design, labor, materials, equipment, and all incidentals necessary to provide citywide miscellaneous electrical services on an as-needed basis (the “Services,” as further defined herein); and

**WHEREAS**, in response to the RFP, the Contractor submitted a proposal (the “Proposal”) which is incorporated herein by reference, for the Services and was thereafter selected by the City Council; and

**WHEREAS**, the City and Contractor, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, 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. Scope of Services.**

- 1.1.** The Contractor shall furnish the Services in accordance with the Scope of Services attached hereto as Exhibit “A” and provide deliverables for various project aspects for the City (each a “Project”), as requested by the City and detailed in a “Statement of Work” as shown in Exhibit “C” attached hereto which the City will provide the Contractor when engaging the Contractor to work on a specific Project.
- 1.2.** Prior to commencement of work on a specific Project, the Contractor will provide the City with a fixed lump sum or maximum (i.e., not to exceed) cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit “B.”



**1.3.** If the City approves the fixed lump sum cost for the Project, the City will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any Services on any Project until it has received from the City the Notice to Proceed on such Project.

**1.4.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the City.

**1.5.** The Contractor shall abide by the terms and requirements of the RFP, as though fully set forth herein.

**2. Term/Commencement Date.**

**2.1.** The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the City Manager may renew this Agreement for four additional one year periods on the same terms as set forth herein upon written notice to the Contractor.

**2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Manager.

**3. Compensation and Payment.**

**3.1.** Compensation for Services provided by Contractor shall be in accordance with the approved cost set forth in the Statement of Work/Work Order or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit B.

**3.2.** Contractor shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.

**4. Subcontractors.**

**4.1.** The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

**4.2.** Contractor may only utilize the services of a particular subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's sole and absolute discretion.

**5. City's Responsibilities.**

- 5.1. City shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the City, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2. Upon Contractor's request, City shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities; Representations and Warranties.**

- 6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to City requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

- 7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the City.

**8. Termination.**

- 8.1. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.
- 8.2. Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the City Manager.

**8.3.** In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

**8.4.** The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

## **9. Insurance.**

**9.1.** Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

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

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

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

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. **If Professional Liability Insurance is required, the City shall select this box: .**

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

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

12.3. The provisions of this section shall survive termination of this Agreement.

13. **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.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this 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).

**16.2.** 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.

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

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

**16.5.** 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.

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

**16.7.** 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.

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

**17. Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the City's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 20. Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. 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.
- 26. 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.
- 27. Non-Exclusive Agreement.** The City reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.



**28. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) City funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the City secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the City Commission relative to the Services; and (iii) the City Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The City represents to Contractor that the City has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

**29. Background Checks.** Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor, its officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City Manager's complete and sole discretion as to whether the type of check and the results are acceptable. **If compliance with this section is required, the City shall select this box: .**

**30. 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:

- 30.1.** First Priority: Base Agreement;
- 30.2.** Second Priority: RFP No. 01-22/23 (if applicable);
- 30.3.** Third Priority: Exhibit A – Scope of Services (if applicable);
- 30.4.** Fourth Priority: Exhibit B – Rate Schedule (if applicable);

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



**E-VERIFY AFFIDAVIT**

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
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 A**  
**SCOPE OF SERVICES**

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**SECTION 2  
SERVICES NEEDED BY THE CITY**

**2.1 SCOPE OF SERVICES**

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the services, including but not limited to the tasks identified herein, which shall collectively be referred to as the "Services."

**2.2 PURPOSE**

The City of Miami Springs is currently soliciting competitively sealed proposals from experienced and qualified electrical contractors to provide hourly service rates for licensed electrical services related to miscellaneous, as needed electrical work - citywide.

**2.3 DELIVERABLES**

The selected Contractor must have a minimum of one (1) State and County Licensed Master Electrician on staff as the qualifier for all jobs. The Contractor must furnish the labor, hand tools, general-purpose test instruments, materials, supervision, transportation/travel, construction equipment, machinery, tools, fuel and equipment necessary to complete all electrical work at the multiple facilities and locations within the City of Miami Springs.

The selected Contractor must provide hourly rates for labor, on an "as needed" and/or "on call" basis, for providing repairs, maintenance, and replacement (new) electrical services throughout the City of Miami Springs. Please refer to the Scope of Services below.

The majority of the work shall be accomplished during the normal work day, however, some of these services, due to emergency situations and special events, may be required at night, on weekends and after normal hours at the hourly rate proposed and at no additional cost to the City. The Contractor shall be able to provide services available to the City on a 24 hour 7 day per week basis.

**2.4 MANAGEMENT**

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials, as well as proper billing for hours worked and equipment used. The use of City equipment and tools shall not be permitted.

Management of this agreement includes the following:

- All employees assigned by the Contractor to the performance of work under this agreement shall be physically able to do their assigned work. It shall be the Contractor's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade.
- The personnel employed by the Contractor shall be capable employees, age 18 years or above, qualified in this type of work.
- It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration policies.
- Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.

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- No smoking is permitted in/on any City owned facilities and properties.
- The Contractor shall require employees to be dressed in proper work attire when reporting for duty. Break rooms and office areas are off-limits to the contractor.
- The Contractor shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using the telephone or office equipment provided for official use.
- The Contractor shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as, the building managers, guards, inspectors, etc.
- Employees may not solicit, distribute or sell products while on City property.
- The City of Miami Springs, Florida, under the City's "Drug-Free Work Place General Policy" recognizes that alcohol, drugs or any illegal substances are strictly prohibited on City property. Employees shall not possess or be under the influence of alcohol, drugs or any illegal substances while on City property.

PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OR INDEPENDENT CONTRACTORS OF THE CONTRACTOR AND SUB-CONTRACTOR ON OUR CITY PROPERTY IS STRICTLY REQUIRED. THE CITY OF MIAMI SPRINGS WILL NOT TOLERATE POOR BEHAVIOR IN PUBLIC FACILITIES.

**2.4 COORDINATION OF WORK**

The Contractor will need to coordinate all work with the City from the start date to the completion of any project. Any changes within the work shall require prior approval from the Public Works Director or his designee. The Public Works Director or his designee shall inspect all work at various times or when called upon and on completion. No invoices can be paid unless approved by the Director or his designee and all projects require permitting and "Final Inspections" with the Building and Code Compliance Office.

The Contractor is responsible for the entire project contracted, for the work that is self-performed, and work that is performed by subcontractors. Subcontractors may only be utilized for non-electrical work related to the project with prior approval by the City of Miami Springs. Subcontractors utilized by the Contractor (for non-electrical work only) shall be paid by the contractor. Subcontractors shall not invoice the City.

The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the agreement.

**2.5 LICENSING**

The Contractor must hold a certified and registered Master electrical contractor license with the State of Florida and Miami Dade County. This license must be valid at the time of the proposal opening and must remain in good standing during the term of the agreement. Copies must be provided with the proposal submittal and must be updated annually. The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. Contractor shall notify the City if any change occurs in regards to licenses.

The Contractor shall provide the City of Miami Springs with a vendor application and signed copy of their W-9 form, (Request for Taxpayer Identification Number).

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**2.6 PROPOSALS**

The Contractor must have successfully completed, within the past three (3) years, a minimum of five (5) commercial electrical projects where the agreement amount was \$20,000.00 or more.

The Contractor shall complete all required forms. These must be completed and contain sufficient and specific information which directly responds to the request. The City reserves the right to reject any and all proposals at its sole discretion.

Licensed Electricians shall have:

- Considerable knowledge of the standard tools, materials, methods and practices of the electrical trade.
- Considerable knowledge of the principles and theory of electricity.
- Considerable knowledge of the occupational hazards and safety precautions of the electrical trade and ability to work with high voltages.
- Ability to install, alter, repair, maintain and locate defects in a variety of electrical equipment and systems.
- Ability to interpret and work from technical sketches and blue prints.
- Skills in the use and care of the standard tools, equipment and testing devices utilized in the trade.

**2.7 LABOR AND HOURLY RATES**

The Contractor shall furnish all labor (at an hourly rate), tools, equipment, and transportation to provide electrical work at multiple facilities and locations within the City of Miami Springs. These services shall include "on call services" "on an as needed basis" for small to large electrical projects, maintenance and service repairs.

Labor and equipment with operator provided by the Contractor shall be billed to the City based on the hourly rates proposed in the "Proposal Price Sheet" attached. The hourly rate proposed shall include full compensation for labor, equipment use, travel time and any other cost (including overhead and profit) to the contractor. The rate for all daily work is to be considered straight time for all labor unless previously authorized in writing.

The scope of work may include, but is not limited to, repairing, replacing or providing new services for any of the types of work listed below:

- Troubleshoot and correct problems in electrical systems of any size and voltage both indoors and outdoors
- Small to large electrical projects (which includes both above ground and underground services)
- Various types of fans, lights, transformers, electric motors, generators, card readers, controllers, GFI, circuit breakers, automatic doors, photocells, circuitry upgrades, voice and data systems, Fiber Optic cabling, RF transceivers and camera systems, network cabling solutions, resetting timers for irrigation, lighting, A/C and elevator systems, panel boards, fire alarm panels, fueling systems, motion sensors
- Conduit, circuits, main and sub-panels, switches and switch gear
- Pulling wires
- Repair or replacement of underground feeders; various wire sizes and voltages

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- Upgrade power to various locations
- Install new power drops – various sizes and phases
- To provide maintenance on athletic field light pole lamps, alignment of bracket and support bracing and realignment of light fixtures
- Roadway and over head streetlights (bollard, cobra heads, and related fixture) lighting, pole/post lighting, roadway sign lighting, parking lot and all associated electrical devices
- Park and athletic field lighting
- Golf and facility lighting, roadway sign lighting, parking lot and all associated electrical devices
- Lamps, fixtures, brackets, coax wire and hardware, as special equipment may be required
- Removal and installing of new wood, concrete and steel poles on athletic field
- Holiday lighting and any other related electrical services as determined by the City
- Unshielded copper cabling installation and testing for Category 5E and Category 6 cables
- Fiber optic cable installation, termination, splicing and testing for multimode fiber optic systems

The Contractor's time shall start on the job site. Any and all travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. All such work is at the contractor's agreed upon hourly rate.

**2.8 EQUIPMENT**

The Contractor is required to have necessary equipment and adequate means and methods to access fixtures, lamps, lenses and other ancillary parts to accomplish the scope of work. By no means is the list below a complete list of required work.

At minimum, the types of equipment required are as follows:

- Hydraulic bucket-truck with a reach capacity of no less than 25 Feet
- Scissor lift with a reach of no less than up to 30 feet in height
- Form of wireless communication between the Contractor and the City
- Trenching equipment
- Service equipment including but not limited to, extension ladders, conduit bending equipment, and electrical testing equipment

**2.9 MATERIALS AND PARTS**

Materials shall be furnished by the Contractor as requested by the City. The City reserves the right to furnish materials to the Contractor.

In accordance with the Florida Statute, the Contractor and any Subcontractors shall include the sales tax in calculating their individual job proposals. The clause allows the City, after an agreement award, to designate materials and equipment which will be purchased directly by the City in a tax-exempt purchase and delivered to the job site for incorporation into the project.

It is further agreed that the City take advantage of any cash discounts offered by the supplier for prompt payment.



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The Contractor shall be responsible to the City for the acts and omissions of its employees, subcontractors, and agents and employees, and other persons performing any of the work under the agreement with the Contractor.

Unless otherwise provided in the project documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated in the project.

The Contractor warrants to the City that all materials and equipment, if applicable, furnished under this Contract shall be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor shall notify the City of Miami Springs, in writing, of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected.

**2.10 PROJECTS OVER \$5,000.00**

Some projects required by the City may be anticipated to exceed the cost of \$5,000.00. In these cases, the City reserves the right to separately price out and request proposals, at its discretion, for these electrical jobs. Therefore, it will be the responsibility of the awarded contractor to notify the City immediately, in writing, of any work that they anticipate to exceed \$5,000.00 which may be discovered while performing other required repair services for the City. It shall however, remain the contractor's responsibility to eliminate any unsafe conditions upon discovery even if only intended as temporary solutions and repairs.

For projects over \$5,000.00, the Contractor shall provide an estimate with sufficient detail and in a format acceptable to the City. Lump sum estimates will not be accepted. Should the contractor require additional information prior to estimate/proposal, requests must be made to the Public Works Director or his designee. The Contractor shall complete the total estimate to accomplish the work and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work. The Contractor must return the estimate to the Director within five (5) business days, or as otherwise directed.

The Contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. The City reserves the right to secure a additional quotes from other contractors.

The estimate provided by the Contractor shall be firm; no increases will be permitted unless unforeseen circumstances arise while the services are being performed.

The City may, in its sole discretion, allow the work to be done without the solicitation of other quotes, if deemed in the best interest of the City. In this case, the contractor, at the City's discretion, may be requested to perform the work.

The Contractor acknowledges that work will be performed only after receipt of an authorized purchase order or an executed agreement

If, during the course of work, the Contractor encounters unforeseen conditions which impact the work, and which could not initially be evaluated, the contractor shall provide timely notification to the Public Works Director or his designee and not proceed until a written authorization has been issued.

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**2.11 EMERGENCY WORK**

Emergency Work requests may be needed from time to time. The Contractor shall within two (2) hours' notice report to the emergency job site, verify the emergency and proceed with work without delay. The work completed must be in response to an emergency request. All other findings must be noted and reported immediately to the Public Works Director. The work must be completed to ensure "safety" guidelines are met. Any additional required work must be completed the following business day.

The Contractor's time shall start on the job site. Any and all travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. All such work is at the contractor's agreed upon hourly rate.

**2.12 ELECTRICAL STANDARDS**

The National Electrical Code, all local codes, and Owner's Standards shall govern for all electrical equipment and construction work. Should conflicts between the Agreement Documents and such codes exist, they shall be immediately brought to the attention of the Owner.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 48 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 48 hours to correct defects, the Owner shall retain the right to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

**2.13 PROTECTION**

The Contractor shall exercise caution at all times for the protection of persons (including employees) and property. The safety and convenience of the general public and the businesses adjacent to the work shall be provided for in a satisfactory manner, as determined by the City.

The Contractor, at all times, shall conduct the work in such a manner as to insure the least obstruction to pedestrian and vehicular traffic as is practical. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. Barricades must be provided by the Contractor at Contractor's expense, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the City's Representative. At any time that the streets are required to be closed, the Contractor shall notify the Police Department and Public Works Department before any closures occur and again as soon as it is opened.

The Contractor shall conform to all Federal, State, County, City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by reason of its operations on the property.

**2.14 CLEAN WORKSPACES**

The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by his operations and shall clean up behind the work as much as reasonably possible during the work

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progress. At the completion of the work he shall remove all his waste materials and rubbish from the location, as well as, all tools, construction equipment and machinery so that no further cleaning by the City is necessary. The Contractor is not permitted to use City trash receptacles. An on-site dumpster may be placed at the jobsite with prior written approval from the Public Works Director or his designee. The Contractor shall restore all property which has been disturbed or damaged during the work; and shall leave the area in a neat and presentable condition.

**2.15 LOCATING UNDERGROUND LINES & UTILITIES**

The Contractor will be responsible for locating all existing underground utility services. The Contractor is responsible for contacting Sunshine State on call of Florida, before any excavation or penetration of the earth. This is to satisfy Florida Statue Chapter 556. Sunshine One will need 48 hours notification before such work can commence.

Should damage occur due to negligence on the part of the contractor, it is the contractor's responsibility to see that items are restored and repaired in a manner acceptable to the City.

The City of Miami Springs shall require a full one (1) year warranty on all materials and workmanship for each job completed. The warranty shall commence from the date of acceptance of the work.

**2.16 INVOICING**

After the work called for on a purchase order has been completed, the Contractor shall be required to submit invoices to the Public Works Department with actual hours used to perform the work (by category of personnel); to be verified by Project Manager or Supervisor, date and time the work was initiated and completed, where the work was completed; and a detailed breakdown of the materials used to complete the work, with copies of receipts attached. Public Works will need to verify and sign-off on all work completed prior to any payments being made.

All invoices must be submitted via U.S. Regular Mail to:

Finance Department  
ATTENTION: [Insert Department Request]  
City of Miami Springs  
201 Westward Drive  
Miami Springs, FL 33166

**2.17 HOURS OF WORK**

The majority of this work shall be accomplished during the normal work day. Work that is scheduled shall be considered as normal work days and shall be invoiced as straight time at the rate awarded. Some work on street light poles, etc. may require working at night, weekends and/or after hours, this will be at the sole discretion of the contractor, although all work must be invoiced at the regular rate. No overtime will be paid for these services.

**2.18 BOUNDARIES OF WORK**

Contractor must be familiar with the corporate limits of the City of Miami Springs. Refer to City map, Exhibit B attached. By submitting a proposal, the proposer certifies that he/she is familiar with the City boundaries and the proposed scope of work required.

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**2.19 CITY'S RESPONSIBILITY**

The City shall determine how the Contractor will receive access to the facility. If the contractor loses building access key(s), the Contractor shall pay the City the cost to replace hardware as necessary to secure the building(s) to its/their original level of security.

**2.20 SIGNIFICANT CHANGE OF OWNERSHIP**

If Respondent is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), partnership, limited liability company, or other business entity, Respondent represents that the ownership and power to control such entity belongs to and is vested in the person or persons executing its agreement with the City and/or as disclosed to City prior to executing the agreement. If there shall occur any changes of ownership of and/or control of respondent, whether such change of ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of the City, then City shall have the option to terminate the agreement upon thirty (30) days' notice to Respondent.

**END OF SECTION 2**

**EXHIBIT B**  
**RATE SCHEDULE**

FORM 12A  
TASK AND UNIT FEE SCHEDULE

No.	Description or Equivalent:	Unit	1 <sup>st</sup> Year Term Unit Price	2 <sup>nd</sup> Year Term Unit Price	3 <sup>rd</sup> Year Term Unit Price	4 <sup>th</sup> Year Term Unit Price	5 <sup>th</sup> Year Term Unit Price
1	_____ Crew Foreman _____ _____		\$ 54.00	\$54.00	\$54.00	\$54.00	\$54.00
2	_____ Licensed Master Electrician _____ _____		\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
3	_____ Electrician's Helper _____ _____		\$39.00	\$ 39.00	\$39.00	\$39.00	\$39.00
4	_____ _____ _____ _____		\$	\$	\$	\$	\$

**FORM 12B**  
**EQUIPMENT RATES**

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> Bucket -truck <hr/> <hr/>	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
2	<hr/> Trenching Equipment <hr/> <hr/>	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

N/A

OPTIONAL SERVICES

No.	Description or Equivalent:	1 <sup>st</sup> Year Term Hourly Rate	2 <sup>nd</sup> Year Term Hourly Rate	3 <sup>rd</sup> Year Term Hourly Rate	4 <sup>th</sup> Year Term Hourly Rate	5 <sup>th</sup> Year Term Hourly Rate
1	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
2	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
3	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$
4	<hr/> <hr/> <hr/>	\$	\$	\$	\$	\$

**EXHIBIT C**  
**STATEMENT OF WORK**

**[INSERT SAMPLE STATEMENT OF WORK]**