VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, Mayor
Oscar Sardinas, Vice Mayor
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

REGULAR COUNCIL MEETING

TUESDAY, OCTOBER 14, 2025
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
FATHER JUAN CARLOS PAGUAGA
ST. AGNES CATHOLIC CHURCH

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:
If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

6. AGENDA:
APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. PRESENTATION OF THE 4TH GRADE STUDENT WINNERS OF THE "WHY I LOVE MY VILLAGE" ESSAY CONTEST GIVEN BY MAYOR RASCO

(COUNCILMEMBER STONER)

7.B. CIVIC CENTER PLAZA RE-IMAGINATION CONCEPT (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

7.C. PRESENTATION OF A PROCLAMATION RECOGNIZING RED RIBBON WEEK IN ASSOCIATION WITH PRIVATE FIRST CLASS BRUCE W. CARTER MEDAL OF HONOR YOUNG MARINES (MAYOR RASCO)

TAB 1

8. CONSENT AGENDA:

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. JULY 1, 2025 MINUTES
(REGULAR COUNCIL MEETING)

TAB 2

8.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A SECOND AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT WITH GREAT WASTE AND RECYCLING SERVICES, LLC;** AND PROVIDING FOR AN EFFECTIVE DATE.(PUBLIC WORKS DIRECTOR CHRIS MIRANDA AND CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: APPROVAL

TAB 3

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING CONTINUING PROFESSIONAL SERVICES AGREEMENTS WITH KCI TECHNOLOGIES, INC., LONGITUDE SURVEYORS, LLC, AND COLLIERS ENGINEERING & DESIGN, INC. FOR GEOTECHNICAL AND SURVEY SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2025-11; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION**; AND PROVIDING FOR AN EFFECTIVE DATE.(PUBLIC WORKS DIRECTOR CHRIS MIRANDA)

RECOMMENDATION: APPROVAL

TAB 4

8.D.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF SIX POLICE VEHICLES IN AN AMOUNT NOT TO EXCEED $346,972.00;** PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANCIS J. SOUSA)

RECOMMENDATION: APPROVAL

TAB 5

8.E.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF ONE 2026 CHEVROLET TAHOE FROM GARBER CHEVROLET BUICK GMC, INC. IN AN AMOUNT NOT TO EXCEED $63,190.55; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; DECLARING EXISTING FIRE VEHICLE AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(FIRE RESCUE CHIEF JOSEPH FERNANDEZ)

RECOMMENDATION: APPROVAL

TAB 6

8.F.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF CARDIAC MONITORS AND RELATED EQUIPMENT FROM STRYKER SALES, LLC IN AN AMOUNT NOT TO EXCEED $116,455.52; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.(FIRE RESCUE CHIEF JOSEPH FERNANDEZ)

RECOMMENDATION: APPROVAL

TAB 7

8.G.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH THE KEY BISCAYNE CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED**

$89,235.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF OF STAFF JENNIFER RODERO)

RECOMMENDATION: APPROVAL

TAB 8

8.H.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ESTABLISHING THE VILLAGE 2026/2027 LEGISLATIVE PRIORITIES**; AND PROVIDING FOR AN EFFECTIVE DATE.(VILLAGE MANAGER)

RECOMMENDATION: APPROVAL

TAB 9

8.I.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO PREPARE VOLUNTARY COMMUNICATION GUIDELINES;** AND PROVIDING FOR AN EFFECTIVE DATE.(VILLAGE COUNCIL)

RECOMMENDATION: APPROVAL

TAB 10

9. ORDINANCES: (NOT LATER THAN 7:30 P.M.)

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING ORDINANCE NO. 2024-12, AS AMENDED BY EMERGENCY ORDINANCE NO. 2025-13, RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE, TO DELETE THE SUNSET PROVISION;** PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**.**(VILLAGE ATTORNEY)

SECOND READING
PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

TAB 11

9.B.

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY

BISCAYNE, FLORIDA, **AMENDING CHAPTER 23. &NDASH; RETIREMENT, ARTICLE II - POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN, OF THE VILLAGE OF KEY BISCAYNE CODE OF ORDINANCES REGARDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE VILLAGE OF KEY BISCAYNE; SPECIFICALLY, AMENDING SECTION 23-47(C) OF THE VILLAGE CODE TO PERMIT RETIRED POLICE OFFICERS HIRED ON A PART-TIME STATUS TO RECEIVE IN-SERVICE DISTRIBUTION;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.(CHIEF OF POLICE FRANCIS J. SOUSA)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 12

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 2-10, "ADVISORY BOARDS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO ADVISORY BOARD ADMINISTRATION AND BOARD MEMBER REQUIREMENTS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR RASCO)

FIRST READING

TAB 13

9.D.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **CONCERNING THE VILLAGE'S STORMWATER PROJECT RELATING TO THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES;** PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.(CIP AND GRANTS MANAGER COLLEEN DURFEE)

FIRST READING

RECOMMENDATION: APPROVAL

TAB 14

10. RESOLUTIONS:

10.A.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH GIT**

CONSULTING LLC PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-13 FOR ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (COUNCILMEMBER BRACKEN)

RECOMMENDATION: APPROVAL

TAB 15

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO GIT CONSULTING LLC FOR ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED $240,810.00;** AND PROVIDING FOR AN EFFECTIVE DATE.(COUNCILMEMBER BRACKEN)

RECOMMENDATION: APPROVAL

TAB 16

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST TO ALLOW A MAXIMUM REAR ZONE LOT ELEVATION OF 9 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION ON PROPERTY LOCATED AT 640 SOUTH MASHTA DRIVE WHERE 8 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION IS OTHERWISE REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING**; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

PUBLIC HEARING REQUIRED

TAB 17

10.D.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST TO ALLOW A MAXIMUM EXTERIOR WALL HEIGHT OF 23 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION ON PROPERTY LOCATED AT 640 SOUTH MASHTA DRIVE WHERE A MAXIMUM EXTERIOR WALL HEIGHT OF 22 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION IS OTHERWISE PERMITTED; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING**; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

PUBLIC HEARING REQUIRED

TAB 18

11. REPORTS AND RECOMMENDATIONS:

A. VILLAGE MANAGER: (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT

TAB 19

1. REVENUE DIVERSIFICATION ANALYSIS (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

2. CIP FY26 MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN DURFEE)

B. MAYOR AND COUNCILMEMBERS

1. VILLAGE ATHLETIC ADVISORY BOARD AND SUSTAINABILITY ADVISORY BOARD MEMBER APPOINTMENTS (MAYOR RASCO)

2. SB 180 - LAWSUIT TO DECLARE THE BILL UNCONSTITUTIONAL AND PRESERVE MUNICIPAL HOME RULE (COUNCILMEMBER STONER)

TAB 20

C. VILLAGE ATTORNEY

D. VILLAGE CLERK

12. OTHER BUSINESS/GENERAL DISCUSSION

12.A. MOTION TO DEFER REGULATORY VARIANCE FOR 22 HARBOR POINT RELATING TO DOCK LENGTH TO A DATE CERTAIN.

TAB 21

13. SCHEDULE OF FUTURE MEETINGS/EVENTS:

REGULAR COUNCIL MEETING

TUESDAY, NOVEMBER 18, 2025, 6:30 P.M., COUNCIL CHAMBER

REGULAR COUNCIL MEETING

14. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

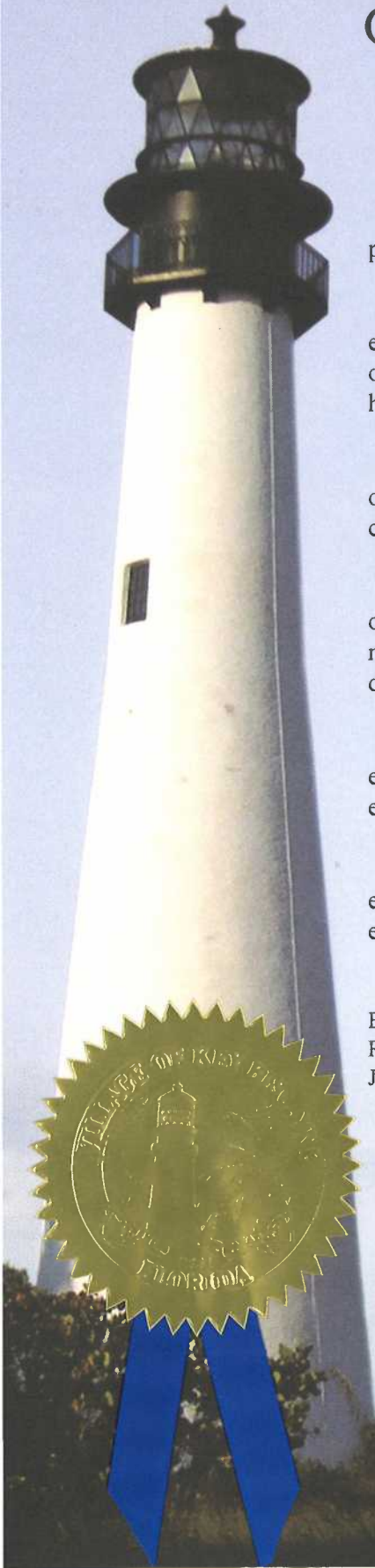
III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, 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 VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

Proclamation

OFFICE OF THE MAYOR



WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY PROCLAIM OCTOBER 23 to 31, 2025, AS RED RIBBON WEEK IN THE VILLAGE OF KEY BISCAYNE AND URGE ALL CITIZENS TO JOIN ME IN THIS SPECIAL OBSERVANCE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 14TH DAY OF OCTOBER 2025.

MAYOR JOE I. RASCO

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAYNE, FLORIDA

TUESDAY, JULY 1, 2025

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:33 p.m. Present were Councilmembers Michael F. Bracken, Franklin H. Caplan, Edward London, Nancy Stoner, Vice Mayor Oscar Sardiñas, and Mayor Joe I. Rasco. Councilmember Fernando A. Vazquez was absent. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.

2. **PLEDGE OF ALLEGIANCE:** Vice Mayor Sardiñas led the Pledge of Allegiance.

3. **BRIEF COMMENTS BY COUNCIL:** Mayor Rasco addressed the public wishing everyone a Happy 4th of July; Councilmember Caplan recognized the Zoning Ordinance Review Committee (ZORC) as being a contributory and collaborative group with very productive meetings; Councilmember London announced four firms inquired about the RFQ to reevaluate Zone 1; Councilmember Stoner announced the Crosswalk Safety Campaign was recently launched and hoped the public will watch the corresponding video; Vice Mayor Sardiñas announced meeting with Miami-Dade County School Board District members and the new Principal at Key Biscayne K-8 Center, Evie Mayor; Councilmember Bracken addressed the Council regarding the October 15th, 2025 Regular Council Meeting date.

4. **PUBLIC COMMENTS:** The following persons addressed the Council: Karen Beber Futernick, 798 Crandon Boulevard with the Sustainability Advisory Board; Michele Estevez, 425 Grapetree Drive with the 4th of July Parade Committee; Andrew Maury, 210 Seaview Drive; Luis de la Cruz, 640 Allendale Road; Marcelo Radice, 70 Bay Heights Drive, Miami with the Key Biscayne Soccer Club; Josie Valdes-Hurtado, 600 Grapetree Drive; Brett Moss, 152 West Mashta Drive; Fausto Gomez, 765 Crandon Boulevard; Charles Collins, 1121 Crandon Boulevard; Betty Conroy, 785 Crandon Boulevard, and Derek Duzoglou, 155 Sunrise Drive with the Sustainability Advisory Board.

5. **AGENDA:** Councilmember London requested to defer Item 9D to the next Regular Council

Meeting. There was no objection to the agenda change.

6. **SPECIAL PRESENTATIONS:** There were no presentations given.

7. **CONSENT AGENDA:** There was no consent agenda presented.

8. **ORDINANCE:** The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2024-16 WHICH ADOPTED THE BUDGET FOR FISCAL YEAR 2024-2025 BY REVISING THE 2024-2025 FISCAL YEAR BUDGET (BUDGET AMENDMENT NO. 2); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the ordinance on first reading. The motion was seconded by Vice Mayor Sardiñas.

The Manager addressed the Council regarding the above item and procurement.

Miami-Dade County Commissioner Raquel Regalado addressed the Council regarding a Rickenbacker Causeway concept development and feasibility assessment plan, the National Environment Policy Act (NEPA), and working with the Key Biscayne Community Foundation and MD County's Underline project.

There was extensive discussion from Council, Commissioner Regalado, the Manager regarding the above items, getting stakeholder buy-in, private funding, public outreach, the Bear Cut Bridge and the Miami Seaquarium, a rain barrel pilot project, and sargassum management solutions.

The ordinance was approved on first reading by a 5-1 roll call vote. The vote was as follows: Councilmembers Bracken, Caplan, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmember London voting No.

9. **RESOLUTIONS:** The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A SITE PLAN FOR TWO COMMERCIAL BUILDINGS CONSISTING OF RETAIL/OFFICE SPACE AND A PADEL COURT FACILITY FOR THE PROPERTY LOCATED AT 12-22-24 CRANDON BOULEVARD; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING AN EFFECTIVE DATE.

Councilmember London made a motion to approve the resolution. The motion was seconded by Councilmember Caplan.

The Attorney addressed the public and Council regarding the quasi-judicial hearing.

All witnesses giving testimony were sworn in by the Clerk.

Councilmember Bracken recused himself and exited the Chamber.

Building, Zoning and Planning Director Jeremy Calleros Gauger addressed the Council regarding the above resolution.

There was extensive discussion from Council, Director Calleros Gauger, and the Manager regarding the above resolution, traffic flow, EV outlet charging, FreeBee and "street legal" golf cart parking, monument signage, the padel court's height, noise levels, lights at night, landscaping and equipment screening, and bicycle and pedestrian access.

> Ian DeMello with Shubin Law Group representing Environmental Resilient Communities LLC, David Martin with Terra Group, Civil Engineer Hernando Navas with Schwebke-Shiskin & Associates, Traffic Engineer Raquel Seleny with Kimley Horn gave a presentation of the proposed site plan.

Chief Resilience and Sustainability Officer Dr. Roland Samimy was sworn in by the Clerk.

CRSO Samimy and the Manager addressed the Council regarding a north side easement.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

There was additional discussion from Council, Director Calleros Guager, Mr. Martin, and the Attorney regarding signage, lighting, and noise levels.

It was the consensus of Council that the lights should be designed to not spill off property on Crandon Boulevard and Harbor Plaza to a level of 0.5 foot-candles by utilizing a photometric study and to modify the existing condition that the murals be kept at a high standard of maintenance over the long term, made with durable materials, and the maintenance and upkeep is to be reviewed and approved by the Manager or the Manager's designee.

The resolution, as amended, was approved by a 5-0 voice vote. The vote was as follows: Councilmembers Caplan, London, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

At this time, the Council took a 15-minute break.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, REVISING THE SCHEDULE OF FEES FOR USE OF THE VILLAGE'S COMMUNITY CENTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember London made a motion to approve the resolution. The motion was seconded by Vice Mayor Sardiñas.

Chief Financial Officer Benjamin Nussbaum and Parks, Recreation and Open Spaces Director Todd Hofferberth addressed the Council regarding the above resolution.

There was discussion from Council, CFO Nussbaum, Director Hofferberth, the Manager, and the Attorney regarding the above resolution and membership ages and categories.

It was the consensus of Council to make the following clarifications and amendments: "Youth" will be 18 years old and under, the "Student" category will be renamed to "Young Adult" which will be 19 to 25 years old, and all Community Center rates could increase every year by Miami-Dade County's CPI, rounded to the closest $10.

> The Mayor opened the public hearing. There were no speakers present. The Mayor closed the public hearing.

The resolution, as amended, was approved by a 6-0 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, London, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE MAXIMUM RATE FOR THE STORMWATER UTILITY FEE RELATING TO THE STORMWATER MANAGEMENT SYSTEM; PROVIDING FOR AUTHORITY, PURPOSE, AND DEFINITIONS; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE MAXIMUM RATE FOR THE STORMWATER UTILITY FEE AND NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Stoner.

CFO Nussbaum addressed the Council giving a presentation.

There was discussion from Council, CFO Nussbaum, and the Manager regarding the above presentation, low interest borrowing rates, showing borrowing capacity, and what is the pervious area of a single-family home and multi-family condominium.

The Clerk announced this item had been recently updated. CFO Nussbaum stated Exhibits B and C were updated and shows the total of the maximum collection of the stormwater rates will be and that the current numbers presented this evening are correct. Letters will be mailed out to property owners with the rates of what the maximum rate could be, and the public hearing will take place at the August 19th Regular Council Meeting.

The resolution was approved by a 6-0 voice vote. The vote was as follows: Councilmembers

Bracken, Caplan, London, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes.

10. **VILLAGE MANAGER: BUDGET PRESENTATION**

Councilmember Caplan addressed the Council regarding the Trap-Neuter-Release Program (TNR). The Manager stated that the funding ask was in the Community Programs and Events budget which will be provided to Councilmember Caplan.

The Manager and CFO Nussbaum presented the FY26 Budget Estimate. The Property Appraiser revised their June 1st preliminary taxable value numbers today to 11.7 Billion which is a 6.5% increase from the prior year for Ad-Valorem Taxes. Also presented were Revenue Projections, the FY26 Baseline Budget Estimate, and the FY 26 Proposed New Initiatives.

There was discussion from Council, CFO Nussbaum, the Manager, and the Attorney regarding the above presentation, using reserves to fund capital projects, a maintenance and repair fund, a possible future financial workshop, and diversified revenue sources. Also discussed were support for the KBK8 Middle School, road impact and code violation fees, and looking into using artificial intelligence to help in various departments, i.e.: police, fire, procurement, and the building department.

Vice Mayor Sardiñas made a motion to accept the proposed millage cap of 3.0777. The motion was seconded by Councilmember Caplan.

The motion was approved by a 5-1 voice vote. The vote was as follows: Councilmembers Bracken, Caplan, Stoner, Vice Mayor Sardiñas, and Mayor Rasco voting Yes. Councilmember London voting No.

The Clerk addressed the Council regarding rescheduling the Budget Hearing dates.

It was the consensus of Council to change the First Budget Hearing from September 10th, 2025 to September 11th, 2025 and to change the Second Budget Hearing from September 25, 2025 to September 29, 2025.

11. **REPORTS AND RECOMMENDATIONS:** The following items were discussed:

Village Manager. The Manager addressed the Council regarding Cybersecurity requirements for the Village and recognized CFO Nussbaum who received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.

Mayor and Councilmembers: These items were addressed earlier in the evening.

Village Attorney. The Attorney called for an Executive Session regarding Miami Fourth Estate vs. Village of Key Biscayne and Steve Williamson. The Clerk will provide notice of the date and time.

Village Clerk. The Clerk did not submit a report

12. **OTHER BUSINESS/GENERAL DISCUSSION:** There was no further business discussed.

13. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

14. **ADJOURNMENT:** The meeting was adjourned at 10:09 p.m.

Respectfully submitted:

_____
Jocelyn B. Koch
Village Clerk

Approved this _____ day of _____2025:

_____
Joe I. Rasco
Mayor

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, 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.

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Contract Extension and Fee Adjustment – Great Waste & Recycling Service, LLC

RECOMMENDATION

Request Village Council authorization for the Village Manager to approve a nine-month contract extension with Great Waste & Recycling Service, LLC for Solid Waste & Recycling services through September 30, 2025, including a 2.2% fee adjustment consistent with the Consumer Price Index (CPI-U) for the South Florida region.

DISCUSSION

Purpose: The purpose of this action is to authorize a limited, nine-month extension with the incumbent contractor to ensure uninterrupted solid waste and recycling collection for Village residents while staff completes and evaluates a new, community-informed RFP. Approving the short extension preserves current service levels and avoids operational disruption or transitional costs that could arise if service were interrupted at the end of the current term.

Background: The Village entered into an agreement with Great Waste & Recycling Services, LLC on June 1, 2021, following a competitive solicitation that secured the best overall value for residents. The original contract provided for a three-year term beginning January 1, 2021, with two one-year extensions available at the Village's discretion.

In 2023, the agreement was amended to include annual compensation adjustments based on the Consumer Price Index for All Urban Consumers (CPI-U) in the Miami–Fort Lauderdale–West Palm Beach area, capped at 4%. Both one-year extensions have since been exercised, extending services through December 31, 2024.

As those extensions near expiration, Village staff is finalizing a new Request for Proposals (RFP) for solid waste and recycling services. The new RFP incorporates findings from the 2024 Solid Waste Survey, which gathered detailed resident feedback to better align service levels with community expectations. Additional time is needed to complete this process thoroughly and ensure competitive proposals.

To maintain uninterrupted collection and recycling services during the procurement period, the Village has negotiated a nine-month contract extension with Great Waste & Recycling Service, LLC. The proposed extension period runs from January 1 through September 30, 2025, and

includes a 2.2% rate increase reflecting the CPI-U change from April 2024 to April 2025, as published by the U.S. Bureau of Labor Statistics.

Justification: Approving the nine-month extension with Great Waste & Recycling Service, LLC is essential to ensuring uninterrupted, reliable solid waste and recycling services, which are critical to the health, safety, and quality of life of Village residents. The 2.2% fee adjustment is a fair and contractually authorized increase based on the CPI-U for the South Florida region (April 2024–April 2025) and remains well below the 4% cap, reflecting a transparent, market-driven adjustment rather than an arbitrary rate increase. Limiting the extension to nine months is a prudent, fiscally responsible measure that covers only the necessary period to complete a thorough, community-informed RFP process incorporating resident priorities identified in the 2024 Solid Waste Survey. This extension avoids any disruption in vital services, safeguards the Village's operational integrity, and ensures that the upcoming procurement process is deliberate, competitive, and structured to achieve the best possible value for residents.

RESOURCE IMPACT

- **Recurring Funding:** Solid Waste Utility Fee
- **Personnel:** No new personnel required
- **Equipment:** No new Village equipment required
- **Facilities:** Not applicable

FUNDING SOURCES

- **GL Code:** 402-34-534-34002
- **Budget Line-Item:** Contractual Services
- **Amount:** $940,360.32
- **Funding Source:** Solid Waste Utility Fee

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's Strategic Focus Areas of Resilient Infrastructure, Operational Excellence, and Proactive Asset Management by securing technical expertise essential to evaluating and advancing alternative stormwater approaches consistent with Village resiliency objectives.

ATTACHMENT(S)

- 1.c. Zone 1 Alternative Stormwater Modeling and Planning 2025-13
- 2025-10-02-GIT-Budget-Submission_rev2
- Professional Services Agreement

Prepared by: Christopher Miranda, Public Works Director

Reviewed by: Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A SECOND AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT WITH GREAT WASTE AND RECYCLING SERVICES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 1, 2021, the Village of Key Biscayne (the "Village") entered into a Solid Waste Collection Agreement (the "Agreement") with Great Waste and Recycling Services, LLC (the "Contractor") for solid waste collection and disposal services (the "Services") for an initial term of three (3) years with two (2) one-year renewal terms; and

WHEREAS, on February 15, 2023, the Village Council adopted Resolution No. 2023-08, authorizing the Village Manager to negotiate and execute a First Amendment to the Agreement to address cost increases due to inflation; and

WHEREAS, the Agreement commenced on January 1, 2021, and is set to expire on December 31, 2025, with no further renewal options available to extend the term; and

WHEREAS, Village Staff is in the process of preparing a competitive solicitation for the Services, but desires to amend the existing Agreement to provide for an additional nine-month renewal term during the pendency of the competitive procurement; and

WHEREAS, the Village Council desires to authorize the Village Manager to negotiate and enter into a second amendment (the "Amendment") to the Agreement in substantially the form attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and enter into an Amendment to the Agreement in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

SECOND AMENDMENT TO

SOLID WASTE COLLECTION AGREEMENT

BETWEEN

VILLAGE OF KEY BISCAYNE

AND

GREAT WASTE AND RECYCLING SERVICES, LLC

THIS SECOND AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT (this "Second Amendment ") is entered into this _ day of _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation (hereinafter the "Village"), and **GREAT WASTE AND RECYCLING SERVICES, LLC**, a Florida limited liability company (hereinafter the "Contractor").

WHEREAS, on January 1, 2021, the Village entered into a solid waste collection agreement (the "Agreement") with the Contractor for solid waste collection and disposal services (the "Services"), with an initial term of three (3) years with two (2) one-year renewal options; and

WHEREAS, on January 1, 2023, the Village entered into a First Amendment to the Agreement in order to address increases to the cost of the Services due to inflation, among other things; and

WHEREAS, the term of the Agreement is set to expire on December 31, 2025, and no further one-year renewal options remain; and

WHEREAS, the Village and Contractor desire to amend the Agreement in order to provide for an additional nine-month renewal option through September 30, 2026, as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows: [1]

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this Second Amendment shall control.

[1] Words ~~stricken through~~ shall be deleted. Words underscored constitute the amendment. Remaining provisions are now in effect and remain unchanged.

3. **Amendment of Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement is hereby amended as follows:

> **2. Term/Commencement Date.**
>
> 2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter (the "Initial Term"), unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to two (2) additional one-year periods and one nine-month period on the same terms and conditions as set forth herein upon written notice to the Contractor (each an "Option Year").

4. **Option to Renew Exercised.** Pursuant to Section 2.1 of the Agreement, the Village and Contractor agree to exercise the nine-month renewal option to extend the term of the Agreement from January 1, 2026, through September 30, 2026.

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

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

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

   c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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-

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

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

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

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

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

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

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

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

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **GREAT WASTE AND RECYCLING SERVICES, LLC**

Addresses for Notice:
Great Waste and Recycling Services, LLC
Attn: Carlo Piccinonna
3051 NW 129th Street
Opa Locka, FL 33054
305-688-6188 (telephone)
Carlo@great-waste.com (email)

With a copy to:
Great Waste and Recycling Services, LLC
Attn: Joseph E. Altschul, Registered Agent
1911 NW 150th Avenue, Suite 2871
Pembroke Pines, FL 33028

verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Award of Contract – Continuing **GEOTECHNICAL & SURVEY SERVICES RFQ#2025-11**

RECOMMENDATION

Request Village Council authorization for the Village Manager to execute contracts with **KCI Technologies Inc.**, **Longitude Surveyors LLC**, and **Colliers Engineering & Design Inc.**, as the most responsive and responsible proposers to **RFQ No. 2025-11**, to provide professional **Continuing Geotechnical and Survey Services** for various public works and infrastructure projects within the Village on an as-needed basis.

DISCUSSION

Purpose: Awarding contracts to multiple qualified firms provide the Village with flexibility and capacity to support various public works and infrastructure projects concurrently. This multi-award continuing services contract approach enables the Village to promptly secure technical expertise in soil, foundation, subsurface investigations, boundary surveys, topographic mapping, and construction surveying without the delays associated with project-specific procurement. The outcome will ensure timely professional support for planning, design, and construction activities while maintaining competitive pricing, optimal service delivery, and technical quality standards across multiple simultaneous projects.

Background: The Village regularly requires professional geotechnical engineering services for soil, foundation, and subsurface investigations, as well as professional surveying services for land, boundary, topographic, and construction surveys to support various public works and infrastructure projects. These services are essential for proper planning, design, and construction of Village facilities, roadways, stormwater systems, and other critical infrastructure. Given the volume and variety of projects requiring these services, a single contractor may not have sufficient capacity to handle all projects simultaneously.
In response to this ongoing need, the Village issued RFQ No. 2025-11 to procure qualified engineering and surveying consultants under a continuing services contract structure. This procurement approach allows the Village to issue work orders for specific projects as they arise, ensuring access to professional expertise while maintaining competitive pricing and quality standards.

Following the solicitation process and the Evaluation Committee assessment, **KCI Technologies Inc.**, **Longitude Surveyors LLC**, and **Colliers Engineering & Design Inc.** were ranked as the

most highly qualified proposers based on their technical approach, team qualifications, demonstrated experience with similar municipal projects, and competitive billing rates. Each firm's proposal demonstrates comprehensive capabilities in both geotechnical engineering and professional surveying, with licensed professionals registered in the State of Florida and experience with infrastructure projects in coastal environments.

Justification: The multi-award continuing services contract structure provides several strategic advantages to the Village. First, it eliminates procurement delays for individual projects, allowing the Village to respond quickly to infrastructure needs and emergency situations. Second, it establishes pre-negotiated billing rates with multiple firms that ensure cost predictability, competitive pricing through comparison, and the ability to select the most cost-effective provider for each specific project. Third, it provides redundancy and increased capacity when multiple projects require services simultaneously or when a particular firm may have scheduling conflicts. Fourth, it creates working relationships with qualified firms that will develop familiarity with Village systems, standards, and priorities over time. Finally, the contracts include comprehensive service capabilities—from site investigations and soil testing to boundary surveys and construction staking—providing flexible options for the Village's varied geotechnical and surveying needs.

The selected firms will provide services including but not limited to: site investigation and soil testing; geotechnical engineering analysis; foundation and pavement design; construction support and quality assurance; boundary and property surveys; topographic surveys; construction surveys and staking; right-of-way and easement surveys; hydrographic and floodplain surveys; and GIS and digital mapping services.

Work orders will be distributed among the three firms based on factors including availability, specific project expertise, schedule requirements, and competitive billing rates for the particular services needed.

Implementation/Integration Plan

Upon approval, the Village will execute three-year contracts with **KCI Technologies Inc.**, **Longitude Surveyors LLC**, and **Colliers Engineering & Design Inc.**, each with two optional one-year renewal periods for a maximum contract term of five years per firm. Services will be provided through individual work orders issued by the Public Works Director or designee as projects arise. Each work order will specify the scope of services, deliverables, schedule, and compensation based on the selected firm's established billing rates. The firms will coordinate all activities with Village staff to minimize disruptions and ensure compliance with Village standards and applicable regulations. The Village retains full discretion in selecting which firm to utilize for each work order based on project requirements and the best interests of the Village.

RESOURCE IMPACT

Recurring Funding: Annual Operating Budget and Capital Projects Budget, as applicable

Personnel: No new personnel required

Equipment: No new Village equipment required

Facilities: Not applicable

FUNDING SOURCES

- **Budget Allocation:** Funding will be allocated from appropriate operating or capital project accounts as individual work orders are issued to the selected firms
- **Contract Structure**: As-needed services with billing rates established per each firm's proposed rate sheet
- **Fiscal Control**: Aggregate expenditures across all three contracts will be managed within approved annual budget allocations

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's Strategic Focus Areas of **Resilient Infrastructure**, **Operational Excellence**, and **Proactive Asset Management** by providing immediate access to multiple professional geotechnical and surveying firms with the expertise necessary for sound infrastructure planning, design, and construction. This initiative ensures the Village maintains technical rigor and capacity in its engineering decisions while optimizing procurement efficiency, maintaining competitive pricing options, and supporting long-term capital planning objectives.

ATTACHMENT(S)

- **VKB Continuing Geotechnical and Survey Services 2025-11**
- **Response - Billing Rate**
- **Evaluation Committee Award Recommendation 2025-11 250724**

Prepared by: Christopher Miranda, Public Works Director

Reviewed by: Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING CONTINUING PROFESSIONAL SERVICES AGREEMENTS WITH KCI TECHNOLOGIES, INC., LONGITUDE SURVEYORS, LLC, AND COLLIERS ENGINEERING & DESIGN, INC. FOR GEOTECHNICAL AND SURVEY SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2025-11; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") issued Request for Qualifications No. 2025-11 ("RFQ") for continuing professional geotechnical and surveying services (the "Services"); and

WHEREAS, on August 19, 2025, the Village Council adopted Resolution No. 2025-29, selecting KCI Technologies, Inc. ("KCI"), Colliers Engineering & Design, Inc. ("CED"), and Longitude Surveyors, LLC ("LS") (collectively, the "Consultants") as the most qualified consultants to perform the Services and authorizing the Village Manager to negotiate agreements with each of the Consultants; and

WHEREAS, the Village Manager has negotiated continuing professional services agreements ("Agreement") with each of the Consultants in substantially the form attached hereto as Exhibit "A" based on the Rate Schedules from KCI, CED, and LS attached hereto as Exhibits "B," "C," and "D," respectively; and

WHEREAS, the Village Council desires to approve and authorize the Village Manager to execute an Agreement, in substantially the form attached hereto as Exhibit "A," with KCI, CED, and LS in accordance with the Rate Schedules attached hereto as Exhibits "B," "C," and "D," respectively; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval of KCI Agreement. That the Village Council approves the Agreement in substantially the form attached hereto as Exhibit "A" with KCI and the Rate Schedule attached hereto as Exhibit "B."

Section 3. Approval of CED Agreement. That the Village Council approves the Agreement in substantially the form attached hereto as Exhibit "A" with CED and the Rate Schedule attached hereto as Exhibit "C."

Section 4. Approval of LS Agreement. That the Village Council approves the Agreement in substantially the form attached hereto as Exhibit "A" with LS and the Rate Schedule attached hereto as Exhibit "D."

Section 5. Authorization. That the Village Council authorizes the Village Manager to execute the Agreement for the Services with KCI, CED, and LS in substantially the form attached hereto as Exhibit "A" and in accordance with the Rate Schedule attached hereto as Exhibits "B," "C," and "D," respectively, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 6. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

CONTINUING PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

[INSERT CONSULTANT'S NAME]

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **[INSERT CONSULTANT'S NAME]**, a [TYPE OF ENTITY] (the "Consultant").

WHEREAS, the Village desires continuing professional geotechnical and surveying services, all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant will perform the Services on behalf of the Village, all as further set forth in the Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a Rate Schedule, attached hereto as Exhibit "C," for the performance of the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

1.1. The Consultant shall perform the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and the Proposal attached hereto as Exhibit "B." Specifically, the Consultant shall furnish the Services and provide deliverables for various project aspects for the Village (each a "Project"), as requested by the Village and detailed in a "Statement of Work" or "Project Specific Agreement," which the Village will provide the Consultant when engaging the Consultant to work on a specific Project.

1.2. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work or Project Specific Agreement calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."

1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or Project Specific Agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

1.5. The Consultant shall abide by the terms and requirements of the RFP, as though fully set forth herein.

2. Term/Commencement Date.

2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for each Project in the manner provided in this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.2. During each Project, Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each Project. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Consultant's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subcontractors.

4.1. The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant 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 Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant 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 Village as an independent contractor of the Village. Consultant 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 Consultant 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 Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant 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, Consultant 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 Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, 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. Consultant 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village 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 Consultant. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant'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 Village. The Consultant 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, Consultant 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. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village 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 Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village 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.

12.4. 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. <u>Ownership and Access to Records and Audits</u>.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village 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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village 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 Village.

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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant 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 Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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.**

Custodian of Records: **Jocelyn B. Koch**

Mailing address: **88 West McIntyre Street**

Key Biscayne, FL 33149

Telephone number: **305-365-5506**

Email: **jkoch@keybiscayne.fl.gov**

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village'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 . The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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 Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

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

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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

26.1. First Priority: this Base Agreement;
26.2. Second Priority: Change Orders with later date taking precedence;
26.3. Third Priority: Exhibit C – Rate Schedule;
26.4. Fourth Priority: Exhibit B – Scope of Services;
26.5. Fifth Priority: Exhibit A – Consultant's Proposal; and
26.6. Sixth Priority: Work Orders, with later date taking precedence.

[Remainder of page intentionally left blank.

Signature pages follow.]

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

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn Brewster Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
aagha@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____

_____

_____

_____

_____(telephone)

_____(facsimile)

_____(email)

With a copy to:

_____

_____

_____

_____

_____(telephone)

_____(facsimile)

_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT "A"

SCOPE OF SERVICES

2.1 GEOTECHNICAL SERVICES INTRODUCTION/PROJECT DESCRIPTION:

The purpose of this contract is to secure professional geotechnical engineering services for various public works and infrastructure projects within the Village of Key Biscayne. The selected consultant will provide technical expertise in soil, foundation, and subsurface investigations to support planning, design, and construction activities.

2.2 SCOPE OF SERVICES FOR GEOTECHNICAL SERVICES:

The geotechnical services shall include, but are not limited to, the following:

2.2.1 Site Investigation and Soil Testing

- Conduct site reconnaissance and review existing geotechnical data.
- Perform soil borings, test pits, and other subsurface explorations.
- Conduct laboratory testing on soil and rock samples to determine properties such as grain size, moisture content, density, shear strength, and bearing capacity.
- Prepare boring logs and stratigraphic profiles.

2.2.2 Geotechnical Engineering Analysis

- Evaluate subsurface conditions and provide recommendations for foundation design, slope stability, and earthwork.
- Analyze soil-structure interaction for proposed infrastructure.
- Assess liquefaction potential and settlement risks.
- Provide recommendations for ground improvement techniques if required.

2.2.3 Foundation and Pavement Design

- Provide foundation design recommendations for buildings, retaining walls, and other structures.
- Design pavement sections based on soil conditions and anticipated traffic loads.
- Evaluate potential geotechnical risks associated with excavation and backfilling.

2.2.4 Construction Support & Quality Assurance

- Provide on-site inspection and monitoring of foundation preparation and earthwork.
- Conduct compaction testing and verify compliance with project specifications.
- Evaluate groundwater conditions and recommend dewatering methods as necessary.
- Review contractor submittals related to geotechnical aspects and provide technical recommendations.

2.2.5 Reporting & Documentation

- Prepare geotechnical reports summarizing findings, analysis, and

recommendations.
- Provide engineering drawings and specifications for geotechnical components.
- Attend meetings with project stakeholders to discuss findings and recommendations.

2.3 DELIVERABLES:

The consultant shall provide the following deliverables:

- Preliminary geotechnical report with initial findings and recommendations.
- Final geotechnical report including detailed analysis and recommendations.
- Boring logs, lab test results, and site investigation data.
- Design calculations and foundation recommendations.
- Construction monitoring reports and compliance verification documents.

2.4 SCHEDULE & COORDINATION

The consultant shall coordinate all site investigations and testing with the Village of Key Biscayne Public Works Department. The timeline for each project will be determined based on specific needs, and all deliverables shall be submitted in accordance with the agreed-upon schedule.

2.5 QUALIFICATIONS & EXPERIENCE:

The selected firm must have:

- Licensed professional engineers with geotechnical expertise.
- Experience with similar municipal infrastructure and public works projects.
- Access to certified laboratories for soil and materials testing.
- Compliance with all applicable local, state, and federal regulations.

2.6 COMPENSATION & PAYMENT

Payment will be based on approved work orders, with compensation structured as a lump sum or time and-materials basis depending on the project scope. Invoices must be submitted with supporting documentation outlining completed services.

2.7 SURVEY SERVICES INTRODUCTION/PROJECT DESCRIPTION:

The purpose of this contract is to procure professional surveying services to support various public works, infrastructure, and development projects within the Village of Key Biscayne. The selected consultant will provide land, boundary, topographic, and construction surveying services as required by the Village.

2.8 SCOPE OF SERVICES FOR SURVEYING:

The surveying services shall include, but are not limited to, the following:

2.7.1 Boundary & Property Surveys

- Conduct boundary surveys to establish property lines and right-of-way limits.
- Perform deed research and review existing records to confirm property ownership and easements.
- Prepare certified boundary maps and legal descriptions.

2.7.2 Topographic Surveys

- Collect and analyze elevation data to create detailed topographic maps.
- Identify and map natural and man-made features, including utilities, drainage, and vegetation.
- Provide digital terrain models (DTM) and contour mapping.

2.7.3 Construction Surveys & Staking

- Provide construction layout and staking for roads, utilities, buildings, and infrastructure.
- Verify horizontal and vertical control for construction projects.
- Conduct as-built surveys to document completed work and ensure compliance with design plans.

2.7.4 Right-of-Way & Easement Surveys

- Survey and document existing and proposed right-of-way corridors.
- Prepare legal descriptions and maps for easements, dedications, and vacations.
- Assist in identifying encroachments and regulatory compliance issues.

2.7.5 Hydrographic & Floodplain Surveys

- Perform surveys to support stormwater management and coastal projects.
- Determine base flood elevations and prepare floodplain mapping.
- Collect bathymetric data for water bodies as required.

2.7.6 GIS & Digital Mapping Services

- Provide Geographic Information System (GIS) data integration for mapping purposes.
- Develop and maintain geospatial databases for infrastructure assets.
- Deliver CAD and GIS-compatible files for municipal use.

2.8 DELIVERABLES:

The consultant shall provide the following deliverables:

- Certified survey maps and plats.
- Legal descriptions and supporting documentation.
- CAD and GIS files in compatible formats.
- Field notes, control points, and data reports.

2.9 SCHEDULE & COORDINATION

The consultant shall coordinate with the Village of Key Biscayne Public Works Department to schedule field surveys. Deliverables shall be provided within the agreed timeframe for each project phase.

2.10 QUALIFICATIONS AND EXPERIENCE:

The selected firm must have:

- Licensed professional surveyors registered in the State of Florida.
- Experience with municipal and public works projects.
- Knowledge of local, state, and federal surveying standards and regulations.
- Capability to provide digital mapping and GIS integration.

2.11 COMPENSATION AND PAYMENT:

Payment will be based on approved work orders, with compensation structured as a lump sum or time and-materials basis depending on project scope. Invoices must include detailed documentation of completed services.

END OF SECTION 2.

EXHIBIT "B"

CONSULTANT'S PROPOSAL

[INSERT CONSULTANT'S PROPOSAL]

EXHIBIT "C"

RATE SCHEDULE

[INSERT CONSULTANT'S RATE SCHEDULE]

KCI
ISO 9001:2015 CERTIFIED
ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS
5835 Waterford District Drive, Suite 303 • Miami, FL 33126 • Phone 305-477-7667

VILLAGE OF KEY BISCAYNE
RFQ # 2025-11 Continuing Geotechnical and Survey Services
RATE SCHEDULE

Roles	Bill Rate/Hour
Principal-in-Charge	$350.00
Survey Practice Leader	$250.00
Project Manager	$185.00
Project Surveyor & Mapper	$215.00
Survey & Mapping/SUE Computer Technician	$115.00
GIS Analyst	$135.00
Survey/SUE/GIS Technician	$115.00
Survey Field Coordinator / Supervisor	$135.00
Survey Crew Chief	$115.00
Senior Field Technician	$80.00
Field Technician	$70.00
Survey Crew Instrument Person	$80.00
Survey Crew Rod Person	$70.00
Survey Crew (Party of Two) Conventional	$195.00
Survey Crew (Party of Three) Conventional	$265.00
Survey Crew (Party of Four) Conventional	$335.00
Survey Crew (Party of Two) Conventional & GPS	$195.00
Survey Crew (Party of Three) Conventional & GPS	$265.00
Survey Crew (Party of Four) Conventional & GPS	$335.00
Survey Crew (Party of Two) Conventional & GPS & HD Scan	$195.00
Survey Crew (Party of Three) Conventional & GPS & HD Scan	$265.00
Survey Crew (Party of Four) Conventional & GPS & HD Scan	$335.00
Designating Services – 3 Men Crew	$265.00
S.U.E Technician 1 (Entry)	$70.00
S.U.E Technician 2 (Junior)	$80.00
S.U.E Technician 3 (Senior)	$115.00
LiDAR/UAS Specialist	$140.00
UAS/Drone Pilot	$135.00
3D Laser Scanning Survey Crew w/Scanner	$335.00
Administrative Support	$80.00
Certified Arborist	$125.00

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VILLAGE OF KEY BISCAYNE
RFQ # 2025-11 Continuing Geotechnical and Survey Services
RATE SCHEDULE

Roles	Bill Rate/Hour
Licensed Professional Land Surveyor	$215.00
Survey Practice Leader	$250.00
Project Manager	$185.00
Project Surveyor	$200.00
Administrative Support	$80.00
Certified Arborist	$125.00
CADD Technician	$120.00
LiDAR/UAS Specialist	$140.00
UAS/Drone Pilot	$136.35
3D Laser Scanning Survey Crew w/scanner	$350.00
GIS Specialist	$140.00
Field Crew Supervisor	$120.00
SUE Technician 1 (Entry)	$67.00
SUE Technician 2 (Junior)	$80.00
SUE Technician 3 (Senior)	$106.00

EXHIBIT C

Colliers Engineering & Design

Technical Staff Rates

Billing Titles	Hourly Rates
Principal-in-Charge	300.00
Project Manager	185.00
Project Surveyor & Mapper	215.00
Survey & Mapping/SUE Computer Technician	115.00
GIS Analyst	180.00
Survey/SUE/GIS Technician	115.00
Survey Field Coordinator / Supervisor	135.00
Survey Crew Chief	115.00
Senior Field Technician	80.00
Field Technician	70.00
Survey Crew Instrument Person	80.00
Survey Crew Rod Person	70.00
Survey Crew (Party of Two) Conventional	195.00
Survey Crew (Party of Three) Conventional	265.00
Survey Crew (Party of Four) Conventional	335.00
Survey Crew (Party of Two) Conventional & GPS	195.00
Survey Crew (Party of Three) Conventional & GPS	265.00
Survey Crew (Party of Four) Conventional & GPS	335.00
Survey Crew (Party of Two) Conventional & GPS & HD Scan	225.00
Survey Crew (Party of Three) Conventional & GPS & HD Scan	265.00
Survey Crew (Party of Four) Conventional & GPS & HD Scan	335.00
Designating Services - 3 Men Crew	290.00
Designating Services - 4 Men Crew	365.00
Ground Penetrating Radar - 3 Men Crew	290.00
Ground Penetrating Radar - 4 Men Crew	365.00
VAC Truck (Test Holes) - 3 Men Crew	365.00
VAC Truck (Test Holes) - 4 Men Crew	440.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.05 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.75 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

SCHEDULE OF RATE VALUES - 2025

BY:	SD
DATE:	1/8/25
REV1:	
REV2:	
FINAL:	

Group	Line Item Description	UM	Rates
H2R Labor [001 - 012]			
H2R Materials Testing [101 - 106, 210 - 213, 300 - 306]	101-Aggregate Carbonates & Organic Matter FM 5-514	Test	150.64
	102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	81.5
	104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	93.28
	106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	108.33
	209-Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	257.29
	210-Asphalt Pvmt. Coring - 4in dia without Base Depth Check	Each	212.5
	211-Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	288.44
	212-Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	206.96
	213-Asphalt Structural Panel (See Long Description)	Test	567
	300-Concrete Beam Flexural Testing ASTM C78	Test	65.22
	301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	36.18
	302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	39.23
	303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	66.69
	305-Concrete Pavement Coring - 4in Dia	Each	210.58
	306-Concrete Pavement Coring - 6in Dia	Each	287.01
H2R Materials Testing [101 - 106, 210 - 213, 300 - 306]	401-Geo Auger Borings-H& & Truck/Mud Bug	LF	12.7
	402-Geo Auger Borings-Track	LF	16.44
	404-Geo Backhoe (Rental without labor)	Day	751
	406-Geo Barge (Rental without labor)	Day	6222.5
	407-Geo Chainsaw (Owned)	Day	127.67
	408-Geo Concrete Pad & Cover for Monitoring Wells	Each	418.67
	409-Geo CPT Truck/Mud Bug 0-50 Ft	LF	16.5
	410-Geo CPT Truck/Mud Bug 50-100 Ft	LF	18.5
	411-Geo CPT Truck/Mud Bug 100-150 Ft	LF	22
	412-Geo CPT Truck/Mud Bug 150-200 Ft	LF	26
	413-Geo Crosshole Sonic Logging (CSL)*	Day	200
	415-Geo Double Ring Infiltration ASTM D3385	Each	637.87
	417-Geo Dozer (Rental without labor)	Day	1140
	418-Geo Drill Crew Support Vehicle	Day	231.81
	421-Geo Dynamic Pile Testing/Pile Driving Analyzer*	Day	600
	422-Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	72.22

	SCHEDULE OF RATE VALUES - 2025	BY:	SD
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Group	Line Item Description	UM	Rates
	423-Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	82.59
	424-Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	100.28
	425-Geo Extra SPT Samples-Barge/Track/Amphib 150-200 Ft	Each	155
	426-Geo Extra SPT Samples-Barge/Track/Amphib 200-250 Ft	Each	175
	427-Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	61.58
H2R SUBSURFACE EXPLORATIONS & SPECIALTY FIELD SERVICES [401 - 525, 600 - 619]	428-Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	68.41
	429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	80.65
	430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	110.75
	431-Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	126.67
	432-Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	433.18
	433-Geo Field Perm 10-25Ft Open-End Borehole Method	Each	574.31
	435-Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	10.09
	436-Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	12.11
	437-Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	15.97
	438-Geo Grout Boreholes- Barge/Track/Amphib 150-200 Ft	LF	23.5
	439-Geo Grout Boreholes- Barge/Track/Amphib 200-250 Ft	LF	30
	440-Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	7.44
	441-Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	10
	442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	12
	443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	18
	444-Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	24
	445-Geo Grouted Monitor Well 2in 0-50 Ft	LF	50.97
	448-Geo Mini Shaft Inspection	Hour	294
	449-Geo Noise Monitoring	Hour	217.4
	450-Geo Piezometer 2in 0-50 Ft	LF	55.93
	451-Geo Pile Integrity Testing*	Day	193
	452-Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	85.39
	453-GeoRocCoring Brg/Track/Amp 0-50 Ft les than 4in ID	LF	70
	454-GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	96.47
	455-GeoRocCoring Brg/Track/Amp 50-100Ft les than 4in ID	LF	83
	456-GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	114
	457-GeoRocCoring Brg/Track/Amp 100-150Ft les than 4in ID	LF	96
	458-GeoRocCoring Brg/Track/Amph 150-200 Ft 4in ID & over	LF	162.5
	459-GeoRocCoring Brg/Track/Amp 150-200Ft les than 4in ID	LF	109
	460-GeoRocCoring Brg/Track/Amph 200-250 Ft 4in ID & over	LF	203
	461-GeoRocCoring Brg/Track/Amp 200-250Ft les than 4in ID	LF	129.73
	462-Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	62.83
	463-GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	51.08
	464-Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	72.47
	465-GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	62
	466-GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	90

	SCHEDULE OF RATE VALUES - 2025	BY:	SD
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Group	Line Item Description	UM	Rates
H2R SUBSURFACE EXPLORATIONS & SPECIALTY FIELD SERVICES [401 - 525, 600 - 619]	467-GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	80
	468-GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	104.02
	469-GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	90
	470-GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	137
	471-GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	85.08
	472-Geo Saximeter Testing	Hour	181.95
	473-Geo SPT Barge/Track/Amphib 0-50 Ft	LF	27.54
	474-Geo SPT Barge/Track/Amphib 50-100 Ft	LF	35.43
	475-Geo SPT Barge/Track/Amphib 100-150 Ft	LF	55.29
	476-Geo SPT Barge/Track/Amphib 150-200 Ft	LF	73.5
	477-Geo SPT Barge/Track/Amphib 200-250 Ft	LF	83
	478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	17.72
	479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	22
	480-Geo SPT Truck/Mud Bug 100-150 Ft	LF	33.82
	481-Geo SPT Truck/Mud Bug 150-200 Ft	LF	40.91
	482-Geo SPT Truck/Mud Bug 200-250 Ft	LF	56.5
	483-Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	16.48
	484-Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	19.37
	485-Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	23.45
	486-Geo Temp Casing 3in Barge/Track/Amphib 150-200 Ft	LF	31
H2R SUBSURFACE EXPLORATIONS & SPECIALTY FIELD SERVICES [401 - 525, 600 - 619]	487-Geo Temp Casing 3in Barge/Track/Amphib 200-250 Ft	LF	37.5
	488-Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	11.51
	489-Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	13.48
	490-Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	16.46
	491-Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	21.28
	492-Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	25.5
	493-Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	19.21
	494-Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	23.02
	495-Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	29.38
	496-Geo Temp Casing 4in Barge/Track/Amphib 150-200 Ft	LF	32.5
	497-Geo Temp Casing 4in Barge/Track/Amphib 200-250 Ft	LF	40
	498-Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	13.15
	499-Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	15.96
	500-Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	19.36
	501-Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	21.6
	502-Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	25.5
	503-Geo Temp Casing 6in Barge/Track/Amphib 150-200 Ft	LF	46.5
	504-Geo Temp Casing 6in Barge/Track/Amphib 200-250 Ft	LF	59.5
	505-Geo Temp Casing 6in Barge/Track/Amphib 0-50 Ft	LF	25.56
	506-Geo Temp Casing 6in Barge/Track/Amphib 50-100 Ft	LF	28.42
	507-Geo Temp Casing 6in Barge/Track/Amphib 100-150 Ft	LF	37.47

	SCHEDULE OF RATE VALUES - 2025	BY:	SD
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Group	Line Item Description	UM	Rates
	508-Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	17.42
	509-Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	20.4
	510-Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	24.75
	511-Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	27.86
	512-Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	35
	514-Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	653.27
	515-Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	273.73
	516-Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	331.11
	517-Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	386
	518-Geo Undisturbed Samples Brg/Track/Amph 150-200 Ft	Each	440
	519-Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	191.35
	520-Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	227.5
	521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	270.25
	522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	308.25
	523-Geo Noise Monitoring*	Day	100
	524-Geo Vibration Monitoring*	Day	100
	525-Geo Well Development	Hour	194.65
	527-Goble Pile Check (GPC) Dynamic Load Testing*	Day	500
	600-Mobilization - Crosshole Sonic Logging (CSL) Equipment	Each	420
	601-Mobilization - Tugboat	Each	4000
	602-Mobilization - Vibration Monitoring Equipment	Each	276.71
	603-Mobilization Asphalt Coring Equipment	Each	420
	604-Mob Barge Large w/o Crane (permit required)	Each	16761.91
	605-Mob Barge Small w/o Crane (permit not required)	Each	12179.5
	606-Mobilization Concrete Coring	Each	437.01
	607-Mobilization Cone Penetrometer Test Rig	Each	1402.5
	608-Mobilization Drill Rig Amphibious	Each	11850
	609-Mobilization Drill Rig Barge Mount	Each	12529.77
	610-Mobilization Drill Rig Track Mount	Each	2540.09
	612-Mobilization Drill Rig Truck Mount	Each	850
	613-Mobilization Mini-Shaft Inspection Device	Each	7918
	614-Mobilization Mudbug/All Terrain Vehicle	Each	1488.64
	618-Mobilization Support Boat	Each	720
H2R SOILS TESTING [800 - 839]	619-Mobilization Tri-Pod	Each	1566.47
	800-Soils Chloride Soil or Water FM 5-552	Test	88.12
	801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Test	150.48
	802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Test	575.07
	803-Soils Consolidation - Constant Strain ASTM D4186	Test	900
	804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	291.5
	805-Soils Corrosion Series FM 5-550 through 5-553	Test	252
	806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	472.5

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Group	Line Item Description	UM	Rates
	807-Soils Field Vane Shear Test ASTM D2573	Test	464.58
	808-Soils Flexible Wall Permeability ASTM D5084	Test	532.36
	809-Soils Hydrometer Only AASHTO T88	Test	155.4
	810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	524.7
	811-Soils Liquid Limit AASHTO T89	Test	70.18
	812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	52.8
	814-Soils Miniature Vane Shear Test ASTM D4648	Test	39
	817-Soils Moisture Content Laboratory AASHTO T265	Test	33.51
	818-Soils Moisture Content Microwave AASHTO D4643	Test	23.34
	819-Soils Organic Content Ignition FM 1 T-267	Test	58.3
	821-Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	199.5
	822-Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	82.5
	823-Soils Permeability Constant Head AASHTO T215	Test	394.33
	824-Soils Permeability Falling Head FM 5-513	Test	367.5
	825-Soils pH Soil or Water FM 5-550	Test	52.8
	826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	74.26
	827-Soils Proctor Modified FM 1-T180	Test	163.99
	828-Soils Proctor Standard AASHTO T99	Test	158.57
	829-Soils Resistivity Soil or Water FM 5-551	Test	61.61
	831-Soils Specific Gravity AASHTO T100	Test	88
	832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	155.4
	833-Soils Sulfate Soil or Water FM 5-553	Test	73.5
	835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	639.6
	836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	630
	837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	504
	838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	204.6
	839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	239

EXHIBIT D

Longitude Surveyors LLC - Hourly Rate Billing Schedule	
Survey and Mapping Services	**Hourly Rate**
Principal-in-Charge	$ 195.00
Project Manager	$ 150.00
Project Surveyor & Mapper	$ 136.80
Survey & Mapping Computer Technician	$ 115.00
GIS Analyst	$ 108.30
GIS Technician	$ 79.80
Survey Field Coordinator / Supervisor	$ 100.80
Survey Crew Chief	$ 70.00
Survey Crew Instrument Person	$ 60.00
Survey Crew Rod Person	$ 45.00
Survey Crew (Party of Two) Conventional	$ 150.00
Survey Crew (Party of Three) Conventional	$ 175.00
Survey Crew (Party of Four) Conventional	$ 210.00
Survey Crew (Party of Two) Conventional & GPS	$ 190.00
Survey Crew (Party of Three) Conventional & GPS	$ 210.00
Survey Crew (Party of Four) Conventional & GPS	$ 250.00
Survey Crew (Party of Two) Conventional & GPS & HD Scan	$ 225.00
Survey Crew (Party of Three) Conventional & GPS & HD Scan	$ 250.00
Survey Crew (Party of Four) Conventional & GPS & HD Scan	$ 275.00
Underground Services	**Hourly Rate**
Designating Services - 3 Men Crew - per Hour	$ 346.89
Ground Oenetrading Radar - 3 Men Crew	$ 365.00
VAC Truck (Test Holes) - 3 Men Crew	$ 252.00

Standard Items and Item Descriptions for Geotechnical and Materials firms - For Geosol, Inc.

Item #	Item Description	Unit	Unit Price
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	$ 149.52
305	Concrete Pavement Coring - 4in Dia	Each	$ 160.00
306	Concrete Pavement Coring - 6in Dia	Each	$ 250.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	$ 12.10
413	Geo Crosshole Sonic Logging (CSL)*	Day	$ 200.00
415	Geo Double Ring Infiltration ASTM D3385	Each	$ 570.00
418	Geo Drill Crew Support Vehicle	Day	$ 225.00
421	Geo Dynamic Pile Testing/Pile Driving Analyzer*	Day	$ 600.00
422	Geo Extra SPT Samples-Barge/Track/Amphib 0-50 Ft	Each	$ 62.00
423	Geo Extra SPT Samples-Barge/Track/Amphib 50-100 Ft	Each	$ 71.50
424	Geo Extra SPT Samples-Barge/Track/Amphib 100-150 Ft	Each	$ 84.70
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	$ 53.30
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	$ 61.30
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 71.80
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	$ 420.00
433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	$ 550.00
435	Geo Grout Boreholes- Barge/Track/Amphib 0-50 Ft	LF	$ 9.50
436	Geo Grout Boreholes- Barge/Track/Amphib 50-100 Ft	LF	$ 11.40
437	Geo Grout Boreholes- Barge/Track/Amphib 100-150 Ft	LF	$ 13.80
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	$ 7.30
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	$ 8.70
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 10.30
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	$ 44.60
450	Geo Piezometer 2in 0-50 Ft	LF	$ 46.20
451	Geo Pile Integrity Testing*	Day	$ 193.00
452	Geo Rock Coring Brg/Track/Amph 0-50 Ft 4in ID & over	LF	$ 83.00
454	GeoRocCoring Brg/Track/Amph 50-100 Ft 4in ID & over	LF	$ 95.00
456	GeoRocCoring Brg/Track/Amph 100-150 Ft 4in ID & over	LF	$ 106.70
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	$ 62.75
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	$ 72.50
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	$ 82.00
472	Geo Saximeter Testing	Hour	$ 183.75
473	Geo SPT Barge/Track/Amphib 0-50 Ft	LF	$ 25.20
474	Geo SPT Barge/Track/Amphib 50-100 Ft	LF	$ 31.75
475	Geo SPT Barge/Track/Amphib 100-150 Ft	LF	$ 51.00
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	$ 17.75
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	$ 20.50
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	$ 30.50
483	Geo Temp Casing 3in Barge/Track/Amphib 0-50 Ft	LF	$ 14.04
484	Geo Temp Casing 3in Barge/Track/Amphib 50-100 Ft	LF	$ 16.56
485	Geo Temp Casing 3in Barge/Track/Amphib 100-150 Ft	LF	$ 20.00
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	$ 9.79
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	$ 10.85
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	$ 12.80
493	Geo Temp Casing 4in Barge/Track/Amphib 0-50 Ft	LF	$ 19.00
494	Geo Temp Casing 4in Barge/Track/Amphib 50-100 Ft	LF	$ 23.00
495	Geo Temp Casing 4in Barge/Track/Amphib 100-150 Ft	LF	$ 30.00
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	$ 14.00
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	$ 16.00
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	$ 19.00
513	Geo Thermal Integrity Tester (TI)*	Day	$ 375.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	$ 577.50
515	Geo Undisturbed Samples Barge/Track/Amphib 0-50 Ft	Each	$ 218.75
516	Geo Undisturbed Samples Barge/Track/Amphib 50-100Ft	Each	$ 258.44
517	Geo Undisturbed Samples Brg/Track/Amph 100-150 Ft	Each	$ 273.23
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	$ 164.80
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	$ 198.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 221.20

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VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: July 24, 2025

TO: Steven Williamson – Village Manager
CC: Benjamin Nussbaum – Village Chief Financial Officer
Jennifer Rodero – Chief of Staff
Christopher Miranda – Public Works Director

FROM: Daren Jairam, Procurement Officer

RE: Procurement Recommendation to Award for RFQ No. 2025-11 – Continuing Geotechnical and Survey Services

RECOMMENDATION

It is recommended the Village Manager negotiate an agreement with **KCI Technologies Inc., Colliers Engineering & Design Inc., and Longitude Surveyors LLC.** the three highest ranked proposals, for Continuing Geotechnical and Survey Services. The proposed agreement will be for a three (3) year term with three (3) optional one-year extensions.

BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFQ (Request for Qualifications) on April 02, 2025. The RFQ was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-conference meeting was held for interested vendors where a bid summary was given.

The RFQ allows potential vendors to submit their best proposal based on specified deliverables, qualifications, experience, and capabilities. Vendors are then ranked to allow the Village the opportunity to negotiate the best and final offer with the highest ranked vendor.

SCOPE OF WORK

The Village intends to select qualified firms to provide geotechnical and survey services. The firms will assist the Village in various public works and infrastructure projects within the Village of Key Biscayne. The selected consultant will provide technical expertise in soil, foundation, and subsurface investigations to support planning, design, and construction activities in full accordance with the specifications, terms and conditions contained in Section 2 of the Request for Qualifications (RFQ).

To qualify for award, prospective Proposers were required to:

A. Meet the objectives set in the RFQ Scope of Services.
B. Licensed professional engineers with geotechnical expertise and surveyors.
C. Have at least five years' experience.

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D. Access to certified laboratories for testing and ability to provide digital mapping and GIS integration.
E. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation.

EVALUATION AND RANKING PROCESS

On May 20, 2025, nine (9) proposals were received from the following firms:

No.	Proposer	Years Experience	
1.	Ardaman & Associates Inc.	66	
2.	Colliers Engineering & Design Inc.	40	
3	KCI Technologies Inc.	70	
4.	Longitude Surveyors LLC.	21	
5.	NOVA Engineering & Environmental LLC.	28	
6.	Premiere Design Solutions Inc.	17	
7.	Professional Service Industries Inc.	40	
8.	Radise International LLC.	27	
9.	WSB LLC.	30	

The Evaluation Committee comprises the following individuals:

1. Colleen Durfee, CIP and Grants Manager
2. Jeremy Calleros Gauger, BZP Director
3. Roland Samimy, Chief Resilience and Sustainability Officer
4. Saivy Nasser, VKB Engineer
5. Todd Hofferberth, PROS Director

Procurement conducted a thorough due diligence review of the proposals and determined that the nine proposals were deemed responsive, with no material defects identified in the proposals or the qualifications of the proposers. Each proposer is properly licensed and qualified to perform the work, has provided the required certifications and references, and no issues were found indicating that any of the responsive proposers would be incapable of delivering the services.

The Evaluation Committee received the proposals and held its initial meeting on June 24, 2025, to review, discuss, hear presentations, and evaluate the submissions. After thorough discussion, the Committee initially agreed to shortlist four (4) proposals.

Firm	Colleen D.	Jeremy C.	Roland S.	Saivy N.	Todd H.	Total Points	Rank
Colliers Engineering & Design Inc.	1	1	1	1	1	5	1
KCI Technologies Inc.	2	2	2	2	2	10	2
Longitude Surveyors LLC.	4	3	3	3	3	16	3
WSB LLC.	3	4	4	4	4	20	4

Once the presentations were completed members proceeded to score, rank and recommend the top three Proposals for Manager's approval based on the following criteria.

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a. Project Approach – 30 pts.
b. Organizational Profile – 30 pts.
c. Experience and Qualifications – 40 pts.

Committee Member	Colliers Engineering & Design Inc.		KCI Technologies Inc.		Longitude Surveyors LLC.		WSB LLC	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Colleen Durfee	100	1	95	2	85	4	90	3
Jeremy Calleros Gauger	97	2	100	1	92	3	85	4
Roland Samimy	80	2	98	1	75	3	80	2
Saivy Nasser	95	3	100	1	97	2	90	4
Todd Hofferberth	92	1	90	2	89	3	88	4
Total Scores and Ranking	**464**	**9**	**483**	**5**	**438**	**15**	**433**	**17**
Final Ranking	**2**		**1**		**3**		**4**	
	Colliers Engineering & Design Inc.		**KCI Technologies Inc.**		**Longitude Surveyors LLC.**		**WSB LLC**	

Proposers were scored out of 500 points then ranked with no. 1 being most favorable in the following order:

1. KCI Technologies Inc. – 483 points
2. Colliers Engineering & Design Inc. – 464 points
3. Longitude Surveyors LLC. – 438 points

NEGOTIATION PROCEESS

On July 22, 2025, the committee members reviewed the negotiated rates of KCI Technologies Inc., Colliers Engineering & Design Inc., and Longitude Surveyors LLC.

RECOMMENDATION

The Evaluation Committee recommends that the Village Manager approve the proposed hourly rate package and proceed with executing a contract—substantially in the form attached as Exhibit A—with **KCI Technologies Inc., Colliers Engineering & Design Inc., and Longitude Surveyors LLC.**

In the event an agreement cannot be reached with any of the top-ranked Proposers, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with the next highest-ranked Proposers until an agreement can be reached.

☒ Concur

☐ Reject

DocuSigned by:
Steven C Williamson
CF5C695970AA42D...
Steven Williamson – Village Manager

7/24/2025
Date

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No.	Description	KCI Technologies Inc.	Longitude Surveyors LLC.	Colliers Engineering & Design Inc. REVISED
		Rate		
	Principal-in-Charge	350.00	195.00	300.00
	Licensed Professional Land Surveyor	215.00		
	Survey Practice Leader	250.00		
	Project Manager	185.00	150.00	185.00
	Project Surveyor and Mapper	215.00	136.80	215.00
	Project Surveyor	200.00		
	Survey & Mapping / SUE Computer Tech	115.00	115.00	115.00
	Survey / SUE / GIS Tech	115.00		115.00
	Survey Field Coordinator / Supervisor	135.00	100.80	135.00
	Survey Crew Chief	115.00	70.00	115.00
	Senior Field Technician	80.00		80.00
	Field Technician	70.00		70.00
	Survey Crew Instrument Person	80.00	60.00	80.00
	Survey Crew Rod Person	70.00	45.00	70.00
	Survey Crew (Party of Two) Conventional	195.00	150.00	195.00
	Survey Crew (Party of Three) Conventional	265.00	175.00	265.00
	Survey Crew (Party of Four) Conventional	335.00	210.00	335.00
	Survey Crew (Party of Two) Conventional & GPS	195.00	190.00	195.00
	Survey Crew (Party of Three) Conventional & GPS	265.00	210.00	265.00
	Survey Crew (Party of Four) Conventional & GPS	335.00	250.00	335.00
	Survey Crew (Party of Two) Conventional & GPS & HD Scan	195.00	225.00	225.00
	Survey Crew (Party of Three) Conventional & GPS & HD Scan	265.00	250.00	265.00
	Survey Crew (Party of Four) Conventional & GPS & HD Scan	335.00	275.00	335.00
	Administrative Support	80.00		
	Certified Arborist	125.00		
	CADD Technician	120.00		
	LiDAR/UAS Specialist	140.00		
	UAS/Drone Pilot	135.00		
	3D Laser Scanning Survey Crew w/scanner	335.00		
	GIS Specialist	135.00	108.30	
	GIS Technician		79.80	
	Field Crew Supervisor	120.00		
	SUE Technician 1 (Entry)	70.00		
	SUE Technician 2 (Junior)	80.00		
	SUE Technician 3 (Senior)	115.00		
	Designating Services - 3 Men Crew	265.00		
	Designating Services - 4 Men Crew			
	Ground Penetrating Radar - 3 Men Crew			
	Ground Penetrating Radar - 4 Men Crew			
	VAC Truck (Test Holes) - 3 Men Crew			
	VAC Truck (Test Holes) - 4 Men Crew			
	Designating Services - 3 Men Crew - per Hour		346.89	
	Ground Oenetrading Radar - 3 Men Crew		365.00	
	VAC Truck (Test Holes) - 3 Men Crew		252.00	

VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, Florida 33149

REQUEST FOR QUALIFICATIONS

RFQ # 2025-11

CONTINUING GEOTECHNICAL AND SURVEY SERVICES

RFQ Release Date:	**April 02, 2025**
Pre-Proposal Conference:	**April 22, 2025, 10:00 A.M.**
Written Questions Due:	April 25, 2025, 9:00 A.M.
Response to Questions:	May 01, 2025
Proposals Due/Opening:	**May 20, 2025, 11:30 A.M.**

Submit To:

Via DemandStar
https://www.demandstar.com

PUBLIC NOTICE

CONTINUING GEOTECHNICAL AND SURVEY SERVICES

PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS

REQUEST FOR QUALIFICATIONS
RFQ # 2025-11

Pre-Bid Conference: **APRIL 22, 2025,** AT 10:00 AM
Proposal Deadline/Opening: **MAY 20, 2025,** AT 11:30 AM

The Village of Key Biscayne ("Village") has issued a Request for Qualifications ("RFQ") to interested, qualified and licensed contractors in the State of Florida, for the following services/project: **CONTINUING GEOTECHNICAL AND SURVEY SERVICES. The Village of Key Biscayne encourages small and minority business, women's business enterprises, and labor surplus area firms to submit proposals.**

Proposals must be received by the deadline date, submitted to:

DEMANDSTAR
https://www.demandstar.com

Bid packages will be available on the Village's website www.keybiscayne.fl.gov/procurement or may be available on Demandstar. For further information contact:

Procurement
procurement@keybiscayne.fl.gov

Any questions, comments, request for information or clarification must be submitted to procurement@keybiscayne.fl.gov and received no later than, **April 25, 2025,** 9:00 a.m. Bidders, their agents, and associates are encouraged not to contact or solicit any Village Council Member, Village employee, or official regarding this RFP/ITB/RFQ after the bid opening. Only that individual listed above as the contact person shall be contacted.

Dated: **APRIL 02, 2025**

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SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The Village of Key Biscayne (the "Village"), a municipality located in Miami-Dade County, Florida, is requesting proposals from qualified and experienced firm to provide professional geotechnical engineering services for various public works and infrastructure projects within the Village of Key Biscayne. The selected consultant will provide technical expertise in soil, foundation, and subsurface investigations to support planning, design, and construction activities.

Services shall be in full accordance with the specifications, terms and conditions contained in Section 2 of this Request for Qualifications (RFQ).

1.2 INTRODUCTION/BACKGROUND

The Village of Key Biscayne (the "Village") is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 15,000 residents residing on 1.25 square miles.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 FEDERAL/STATE OR LOCAL GRANT FUNDED

Projects, in whole or in part, may be funded through grants from various entities, including local, state, and federal agencies, or a combination of these sources. The selected firm will be required to adhere to the applicable guidelines as necessary.

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 DISADVANTAGED BUSINESS & WORKER UTILIZATION

Bidders are encouraged to utilize small, women and minority-owned businesses as subcontractors whenever possible. Lists of local certified businesses are available on Miami-Dade County's website at https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp In addition, Proposers may request assistance from organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposers who intend to hire additional workers for Village projects are encouraged to hire local workers. CareerSource South Florida maintains a job clearinghouse that can assist in connecting contractors with trained local construction workers.

1.6 VILLAGE RIGHTS

The Village reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the Village deems in its best interest. Notwithstanding, the Village may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFQ.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

1.7 SCHEDULE OF EVENTS

The Village, at its sole discretion, may delay the scheduled due dates if it is to the advantage of the Village to do so. The Village will notify Contractors of all changes in scheduled due dates by written addendum through DemandStar. The following schedule shall govern this RFQ. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFQ	April 02, 2025
2	**Pre-Submittal Conference Meeting** Key Biscayne BZP Conference Room, Suite # 250 88 West McIntyre Street, Key Biscayne, Florida 33149	**April 22, 2025** at 10:00 AM
3	**Closing Date for Proposal Questions**	**April 25, 2025 at 9:00 AM**
4	Village's Answers to Questions by Proposers	May 01, 2025
5	**Proposals Due / Opening Online**	**May 20, 2025 at 11:30 AM**
6	Staff Member's Review of Technical Proposals	May 23, 2025
7	Reference Checks	May 23, 2025
8	Evaluation Committee Meeting / Short List	May 29, 2025
9	Presentations	TBD
10	Final Selection/Rank	June 03, 2025
11	Award Recommendation	June 10, 2025 or later
12	Contract Negotiation	June 13, 2025 or later

1.8 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Vendors seeking such information must email their RFIs to procurement@keybiscayne.fl.gov in order to receive a response. The request must include the contractor's name, the RFQ number, and RFQ title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 1.7 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFQ and any issued addenda, the last addendum issued will prevail.

1.9 ADDENDA

Should revisions to the procurement documents become necessary, the Village will post any addendum(s) to DemandStar and the Village of Key Biscayne website www.keybiscayne.fl.gov/procurement. If a Contractor fails to acknowledge receipt of any such Addendum when submitting its SOQ, its SOQ will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its SOQ will constitute acknowledgement of the receipt of the same. However, the Village may also, at its discretion, deem the SOQ as non-responsive.

Any Addenda prepared and issued by the Village prior to opening of SOQs for the purpose of changing the intent of the plans or specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. Any Addenda issued prior to the execution of the contract shall be binding upon the Contractor after the execution of the agreement.

1.10 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Procurement Division at procurement@keybiscayne.fl.gov. If applicable, the Village will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.11 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.12 PRE-SUBMITTAL CONFERENCE

A **NON-MANDATORY** Pre-Submittal conference meeting/site visit will be held on **April 22, 2025,** at 10:00 a.m. at the **Key Biscayne BZP Conference Room, Suite # 250, Key Biscayne, Florida 33149.** All interested proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the Village's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.13 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFQ will not be considered.

1.14 RESPONSE/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.15 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in its contract and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for three (3) years with the option to extend at its sole discretion for two (2) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Village of Key Biscayne Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

1.16 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the Village issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving NTP shall be deemed non-compensable by the Village. The Successful Proposer shall not have any recourse against the Village for prematurely performing unauthorized work.

END OF SECTION 1.

SECTION 2. SCOPE OF SERVICES

2.1 GEOTHECHNICAL SERVICES INTRODUCTION/PROJECT DESCRIPTION:

The purpose of this contract is to secure professional geotechnical engineering services for various public works and infrastructure projects within the Village of Key Biscayne. The selected consultant will provide technical expertise in soil, foundation, and subsurface investigations to support planning, design, and construction activities.

2.2 SCOPE OF SERVICES FOR GEOTECHNICAL SERVICES:

The geotechnical services shall include, but are not limited to, the following:

2.2.1 Site Investigation and Soil Testing

- Conduct site reconnaissance and review existing geotechnical data.
- Perform soil borings, test pits, and other subsurface explorations.
- Conduct laboratory testing on soil and rock samples to determine properties such as grain size, moisture content, density, shear strength, and bearing capacity.
- Prepare boring logs and stratigraphic profiles.

2.2.2 Geotechnical Engineering Analysis

- Evaluate subsurface conditions and provide recommendations for foundation design, slope stability, and earthwork.
- Analyze soil-structure interaction for proposed infrastructure.
- Assess liquefaction potential and settlement risks.
- Provide recommendations for ground improvement techniques if required.

2.2.3 Foundation and Pavement Design

- Provide foundation design recommendations for buildings, retaining walls, and other structures.
- Design pavement sections based on soil conditions and anticipated traffic loads.
- Evaluate potential geotechnical risks associated with excavation and backfilling.

2.2.4 Construction Support & Quality Assurance

- Provide on-site inspection and monitoring of foundation preparation and earthwork.
- Conduct compaction testing and verify compliance with project specifications.
- Evaluate groundwater conditions and recommend dewatering methods as necessary.
- Review contractor submittals related to geotechnical aspects and provide technical recommendations.

2.2.5 Reporting & Documentation

- Prepare geotechnical reports summarizing findings, analysis, and recommendations.
- Provide engineering drawings and specifications for geotechnical components.
- Attend meetings with project stakeholders to discuss findings and recommendations.

2.3 DELIVERABLES:

The consultant shall provide the following deliverables:

- Preliminary geotechnical report with initial findings and recommendations.
- Final geotechnical report including detailed analysis and recommendations.
- Boring logs, lab test results, and site investigation data.

- Design calculations and foundation recommendations.
- Construction monitoring reports and compliance verification documents.

2.4 SCHEDULE & COORDINATION

The consultant shall coordinate all site investigations and testing with the Village of Key Biscayne Public Works Department. The timeline for each project will be determined based on specific needs, and all deliverables shall be submitted in accordance with the agreed-upon schedule.

2.5 QUALIFICATIONS & EXPERIENCE:

The selected firm must have:

- Licensed professional engineers with geotechnical expertise.
- Experience with similar municipal infrastructure and public works projects.
- Access to certified laboratories for soil and materials testing.
- Compliance with all applicable local, state, and federal regulations.

2.6 COMPENSATION & PAYMENT

Payment will be based on approved work orders, with compensation structured as a lump sum or time and-materials basis depending on the project scope. Invoices must be submitted with supporting documentation outlining completed services.

2.7 SURVEY SERVICES INTRODUCTION/PROJECT DESCRIPTION:

The purpose of this contract is to procure professional surveying services to support various public works, infrastructure, and development projects within the Village of Key Biscayne. The selected consultant will provide land, boundary, topographic, and construction surveying services as required by the Village.

2.8 SCOPE OF SERVICES FOR SURVEYING:

The surveying services shall include, but are not limited to, the following:

2.7.1 Boundary & Property Surveys

- Conduct boundary surveys to establish property lines and right-of-way limits.
- Perform deed research and review existing records to confirm property ownership and easements.
- Prepare certified boundary maps and legal descriptions.

2.7.2 Topographic Surveys

- Collect and analyze elevation data to create detailed topographic maps.
- Identify and map natural and man-made features, including utilities, drainage, and vegetation.
- Provide digital terrain models (DTM) and contour mapping.

2.7.3 Construction Surveys & Staking

- Provide construction layout and staking for roads, utilities, buildings, and infrastructure.
- Verify horizontal and vertical control for construction projects.
- Conduct as-built surveys to document completed work and ensure compliance with design plans.

2.7.4 Right-of-Way & Easement Surveys

- Survey and document existing and proposed right-of-way corridors.

- Prepare legal descriptions and maps for easements, dedications, and vacations.
- Assist in identifying encroachments and regulatory compliance issues.

2.7.5 Hydrographic & Floodplain Surveys

- Perform surveys to support stormwater management and coastal projects.
- Determine base flood elevations and prepare floodplain mapping.
- Collect bathymetric data for water bodies as required.

2.7.6 GIS & Digital Mapping Services

- Provide Geographic Information System (GIS) data integration for mapping purposes.
- Develop and maintain geospatial databases for infrastructure assets.
- Deliver CAD and GIS-compatible files for municipal use.

2.8 DELIVERABLES:

The consultant shall provide the following deliverables:

- Certified survey maps and plats.
- Legal descriptions and supporting documentation.
- CAD and GIS files in compatible formats.
- Field notes, control points, and data reports.

2.9 SCHEDULE & COORDINATION

The consultant shall coordinate with the Village of Key Biscayne Public Works Department to schedule field surveys. Deliverables shall be provided within the agreed timeframe for each project phase.

2.10 QUALIFICATIONS AND EXPERIENCE:

The selected firm must have:

- Licensed professional surveyors registered in the State of Florida.
- Experience with municipal and public works projects.
- Knowledge of local, state, and federal surveying standards and regulations.
- Capability to provide digital mapping and GIS integration.

2.11 COMPENSATION AND PAYMENT:

Payment will be based on approved work orders, with compensation structured as a lump sum or time and-materials basis depending on project scope. Invoices must include detailed documentation of completed services.

END OF SECTION 2.

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFQ. It is not required to include Section 1 – 5 of the RFQ with Proposal.

3.2 INTENT

The Village is requesting proposals from qualified and experienced firms to provide Continuing Geotechnical and Survey Services under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Continuing Geotechnical and Survey Services for the Village in conformity with the requirements of this Request for Qualifications.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation

2. Must have five (5) years of continuous operation under the same name providing the same Services.

3. Proposer's project team must have prior experience within the past five (5) years in the same field as the Services.

4. Proposer's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and

5. Proposer's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 RFQ DOCUMENTS

These RFQ documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFQ, and the Agreement shall be completed and submitted. A proposer's failure to comply with any provisions in the RFQ or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the Village. All instructions in the RFQ must be adhered to.

3.5 PROPOSAL FORMAT

A. The proposal shall be typewritten 8½ x 11-inch white paper.

B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important to follow the format outlined below to assist the Village in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the Village:

I. **Tab A - Representations and Certifications**
- Cover Sheet
- Proposal Forms listed in Section 6.
- Statement of Financial Stability

II. **Tab B – Executive Summary**

The proposer shall provide the following information in the order outlined below:
1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFQ and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFQ. Exceptions listed elsewhere will not be recognized.

III. **Tab C – Qualifications and Experience**

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
   a. Qualification of Firm
   b. Qualification of Staff
   c. Industry Knowledge and Expertise
   d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers,

points of contact with telephone numbers and other relevant information).

2. **Service Team and Resume**
   a. Provide an organizational chart of the team that would serve the Village.
   b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
   c. Provide information on the relevant experience of each team member.
   d. Describe what approach the team would take in providing services to Village. Indicate type and frequency of meetings and other forms of communications.

3. **Provide a Personnel Plan that includes:**
   a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
   b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
   c. The organizational chart must include managerial positions assigned to VILLAGE and Corporate levels for the Proposer's company with the corresponding roles to VILLAGE staff.
   d. Provide detailed description of each position's role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be subcontracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFQ. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project.

VI. TAB G – Insurance.

Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an

agreement with the Village. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the requirements set forth in the form of Design-Build Contract attached to this RFP as Attachment "B."

The Village may require higher limits of insurance or additional coverage if deemed necessary.

E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).

- Exhibit A: Certificate of Insurance

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR's solicitation response must be submitted electronically through DemandStar (www.demandstar.com), the Village's designated electronic bidding system. It is solely the CONTRACTOR's responsibility to assure its response is submitted and received in DemandStar by the date and time specified in the solicitation. The Village will not consider responses received by any other means. The official time for electronic submittals is the DemandStar server. All parties will, without reservation, accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Village. The sealed submittals will be publicly opened at the Village of Key Biscayne, Village Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a Village Council meeting.

ZOOM INFORMATION FOR RFQ OPENING

Village of Key Biscayne Proposal Opening for RFQ # 2025-11 Continuing Geotechnical and Survey Services.

Join Zoom Meeting
https://us06web.zoom.us/j/87198225687?pwd=VaSGvdsVwGkSA8O3SBUDuQCrZ16bCf.1

Meeting ID: 871 9822 5687
Passcode: 793806

Date: May 20, 2025, 11:35 a.m.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved

in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The Village shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFQ requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFQ or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.

B. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

C. Any interpretation of, or changes to, the RFQ or the Agreement shall be made in the form of a written addendum to the RFQ or the Agreement and shall be furnished by the Village to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFQ or the Agreement that are made in writing and furnished to the proposers by the Village may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the Village and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the Village may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Proposers shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION 3.

SECTION 4. EVALUATION OF PROPOSALS

4.1 SELECTION COMMITTEE

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Selection Committee Member shall complete and execute an independence affidavit.

4.2 ADMINISTRATION REVIEW OF PASS/FAIL CRITERIA

SOQs will be reviewed initially for overall compliance with the RFQ requirements and to determine if mandatory pass/fail criteria are met (Licensing Requirements (Tab 5), Proof of Insurance and Bonding (Tab 6), and Claims History (Tab 7)). Failure to meet mandatory pass/fail criteria may result in rejection of the SOQ.

4.3 EVALUATION OF SOQS FOR SHORT LISTING

SOQs deemed to have met the pass/fail criteria will be evaluated in accordance with section 287.055, Florida Statutes, and the Evaluation Criteria set forth in Section III of this RFQ. The shortlist will only include the Proposers deemed by the Village, in the Village's sole discretion, to be the most highly qualified Contractors based on the Evaluation Criteria set forth in Section III and based on a subjective weighing of the Evaluation Criteria. The Village intends to shortlist, if reasonably possible, no less than three (3) Proposers that it deems are the most highly qualified.

4.4 BASIS OF AWARD

After shortlisting, the Village will then conduct interviews and presentations of the shortlisted Proposers to score the shortlisted Proposers using the following maximum point system:

Category	Score (Points)
Project Approach	30
Organizational Profile	30
Project Experience/Qualifications	40
Total:	**100 Points**

The Village will score each shortlisted Contractor based on the Evaluation Criteria, evidenced through the Proposers' SOQs and their interviews and presentations, and use the scores to determine its recommendation for the final ranking. The Village will then make a final recommendation of the ranking of the shortlisted Proposers to the Village Manager. The Village may also perform additional due diligence on Proposers, including through reference checks, which may then become part of the evaluation process.

The Village will take its recommendation for the final ranking of the shortlisted Proposers to the Village Council for approval and permission to negotiate the contract with the top- ranked Proposer. The Village Council will select, in order of preference, based on the above information, the most highly qualified Proposer(s) to perform the requested Scope of Work. The extent and scope of the Scope of Work, along with the fees for such Work will be negotiated with the top-selected Proposer(s) but will be subject to approval by the Village. Should the Village be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price the Village determines to be fair, competitive and reasonable, negotiations with that Proposers shall be terminated. The Village shall then undertake negotiations with the next ranked Proposer, and if necessary, additional Proposers in accordance with the

ranking. The Village reserves the right to award any or all of the advertised Project subject to the availability of funding.

The selected Proposer will be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the negotiated and agreed upon compensation are accurate, complete, and current at the time of contracting.

All decisions will be final and shall represent the best interest for the Village. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

The Village reserves the right to waive any irregularity or informality in the SOQs received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all SOQs and to select the Contractors based on criteria which serves the best interests of the Village.

4.5 NOTICE OF INTENT TO AWARD

A Public Notice of Intent to Award shall be posted to DemandStar. The notice shall include:

- The awarded Contractor(s)

A contract shall not exist until approved by the appropriate levels of the Village and properly executed.

4.6 INQUIRIES/QUESTIONS

All inquiries shall be made in writing and addressed to procurement@keybiscayne.fl.gov.

Inquiries shall be made at least ten (10) calendar days prior to the SOQ opening date.

Replies will be issued to all bidders of record as Addenda. If questions are related to the Drawings and Specifications, replies will be issued via Addendum and posted to Demandstar and will become part of the contract.

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
Project Approach				
Organizational Structure / Personnel Experience				
Project Experience/Qualifications				
Total				
Ranking				

END OF SECTION 4.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Proposals shall become property of the Village and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the Village shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the Village or recourse against the Village. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the Village. The Village reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the Village does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFQ. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the Village. Further, Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the Village that it has not employed or retained any person or company employed by the Village to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The Village Manager shall determine whether a proposal is to be disqualified in such instances.

B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the Village. Failure to do so may result in the proposal being disqualified, at the Village's sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with VILLAGE for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

B. if $1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

C. if $1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the Village for the Proposer's failure to do so.

5.20 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village 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 Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the Village. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

a) 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 Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

b) 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 Proposer shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

c) Business Automobile Liability with minimum limits of $1,000,000.00 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.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance and bonds.

5.21 DISCRIMINATORY VENDORS

Discriminatory Vendors List: Pursuant to Section 287.134 , Florida Statues, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a SOQ, 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.

5.22 NON-COLLUSION CERTIFICATION

By submitting a SOQ, bid, or proposal to the Village, the individual signing the bid/proposal on behalf of the Contractor (Contractor) certifies that the bid/proposal is genuine, accurate and factual, and that:

i. The Contactor has not colluded, conspired or agreed directly or indirectly with any other person or entity in any way to fix the price, terms, or otherwise secure an advantage over the Village or any person interested in the proposed contract.
ii. The price of the bid/proposal was determined independently of outside consultation and was not influenced by any other company, client or Contractor.
iii. No company, client or Contractor has been solicited to propose a fake or sham bid or proposal, or to refrain from bidding or submitting any form of noncompetitive bid, proposal or response.
iv. The price of the bid/proposal has not been disclosed to any client, company or Contractor, and will not be disclosed until after the formal date the subject bid or proposal is awarded by the Village.
v. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

5.22 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is encourage starting on the posting date of the proposal. Proposers are asked not to communicate any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the Village in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the Village Procurement Officer, Daren Jairam at djairam@keybiscayne.fl.gov or procurement@keybiscayne.fl.gov.

5.23 COMPLIANCE WITH FEDERAL REQUIREMENTS

The Successful Proposer shall be required to adhere to (1) all FEMA Guidelines, including the Hazard Mitigation Assistance Program and Policy Guide, as may be amended from time to time; (2) the contract provisions listed under 2 CFR Part 200, Appendix II; (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time; and (4) the Federally-Funded Subaward and Grant Agreement No. H0970 attached hereto as Exhibit "H." Furthermore, the Successful Proposer acknowledges and agrees that the following contractual provisions shall govern this procurement and any contract that may be competitively awarded pursuant to this RFP:

5.23.1 Equal Employment Opportunity. During the performance of the Services, the Successful Proposer agrees as follows:

5.23.1.1 The Successful Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Proposer will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Proposer agrees to post in conspicuous places, available to employees and applicants for_employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.23.1.2 The Successful Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.23.1.3 The Successful Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Successful Proposer's legal duty to furnish information.

5.23.1.4 The Successful Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Successful Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.23.1.5 The Successful Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.23.1.6 The Successful Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.23.1.7 In the event of the Successful Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Successful Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures_authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.23.1.8 The Successful Proposer will include the portion of the sentence immediately preceding subsection 2.22.1.1 through 2.22.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Successful Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Successful Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Successful Proposer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.23.2 Compliance with the Davis-Bacon Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Successful Proposer shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Successful Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Successful Proposers are required to pay wages not less than once a week.

5.23.3 Compliance with the Copeland "Anti-Kickback" Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

a. Successful Proposer. The Successful Proposer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Successful Proposer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Successful Proposer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Successful Proposer and subcontractor as provided in 29 C.F.R. § 5.12.

5.23.4 Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

5.23.4.1 Overtime requirements. The Successful Proposer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.23.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 28.2.1. of this section the Successful Proposer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Successful Proposer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 28.2.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 28.2.1. of this section.

5.23.4.3 Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Successful Proposer or subcontractor under any such contract or any other Federal contract with the same prime Successful Proposer, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Successful Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Successful Proposer or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in subsection 28.2.2. of this section.

5.23.4.4 Subcontracts. The Successful Proposer or subcontractor shall insert in any subcontracts the clauses set forth in subsections 28.2.1 through 28.2.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Successful Proposer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 28.2.1. through 28.2.4. of this section.

5.23.5 Rights to Inventions Made under this Agreement.

5.23.5.1 As applicable, if the Successful Proposer is engaged for the performance of experimental, developmental, or research, the Successful Proposer's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

5.23.6 Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Successful Proposer agrees to comply with the following federal requirements:

5.23.6.1 *Clean Air Act*.

5.23.6.1.1 The Successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

5.23.6.1.2 The Successful Proposer agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.23.6.1.3 The Successful Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.23.6.2 *Federal Water Pollution Control Act.*

5.23.6.2.1 The Successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.23.6.2.2 The Successful Proposer agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.23.6.2.3 The Successful Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.23.7 Debarment and Suspension. During the performance of the Services, the Successful Proposer agrees as follows:

5.23.7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Successful Proposer is required, and will, verify that neither Successful Proposer, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.23.7.2 The Successful Proposer will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

5.23.7.3 Successful Proposer's certification is a material representation of fact relied upon by the Village. If it is later determined that the Successful Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.23.7.4 The Successful Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Successful Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

5.23.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). During the performance of the Services, the Successful Proposer agrees as follows:

5.23.8.1 The Successful Proposer certifies to the Village that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement.*

5.23.8.2 Successful Proposer will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Village.

5.23.9 Procurement of Recovered Materials. As required by federal program legislation, Successful Proposer agrees to the following:

5.23.9.1 In the performance of this contract, the Successful Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.23.9.1.1 competitively within a timeframe providing for compliance with the contract performance schedule;

5.23.9.1.2 meeting contract performance requirements; or

5.23.9.1.3 at a reasonable price.

5.23.9.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5.23.9.3 The Successful Proposer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.23.10 DHS Seals, Logos, and Flags. The Successful Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.23.11 Compliance with Federal Law, Regulations, and Executive Orders. The Successful Proposer acknowledges that FEMA financial assistance will be used to fund the all or a portion of the contract. The Successful Proposer will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.23.12 No Obligation by Federal Government. Successful Proposer acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Successful Proposer, or any other party pertaining to any matter resulting from the contract.

5.23.13 Program Fraud and False or Fraudulent Statements or Related Acts. The Successful Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Successful Proposer actions pertaining to this Agreement.

5.23.14 Access to Records.

5.23.14.1 The Successful Proposer agrees to provide the State of Florida, the Village, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.23.14.2 The Successful Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.23.14.3 The Successful Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.23.14.4 In compliance with the Disaster Recovery Act of 2018, the Village and the Successful Proposer acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.23.15 Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.

5.23.15.1 Successful Proposer shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

5.23.15.2 If subcontracts are to be let, the Successful Proposer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.23.16 Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Successful Proposer shall comply with the following:

5.23.16.1 Without invalidating the Agreement, Village reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

5.23.16.2 The Village shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

5.23.16.3 Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Village's Procurement Code, as amended from time to time.

5.23.17 Remedies. Village confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Successful Proposer's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

5.23.18 Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Successful Proposer shall agree as follows:

5.23.18.1 The Village and the Successful Proposer must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Successful Proposer shall ensure that the Successful Proposer and its subcontractors do not:

5.23.18.2 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component of any system, or as critical technology of any system;

5.23.18.3 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

5.23.18.4 Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

5.23.19 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Successful Proposer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

5.23.19.1 *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.23.19.2 *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.23.20 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the Successful Proposer shall agree as follows:

5.23.20.1 The Successful Proposer grants to the Village, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Successful Proposer will identify such data and grant to the Village or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Successful Proposer will deliver to the Village data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Village.

5.23.21 Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

5.23.21.1 Applicability. This clause is applicable when the Successful Proposer has access to sensitive information or the Successful Proposer's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Successful Proposer, its subcontractors, and Successful Proposer employees (hereafter referred to collectively as "Successful Proposer"). The Successful Proposer shall insert the substance of this clause in all subcontracts.

5.23.21.2 Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Successful Proposer employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Successful Proposer's employees shall be fingerprinted, or subject to other investigations as required. All Successful Proposer's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Successful Proposer to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Successful Proposer shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Successful Proposer employees authorized access to sensitive information, the Successful Proposer shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Successful Proposer shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

END OF SECTION 5.

SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1
RESPONSE CHECKLIST

- ☐ Form 1: Response Checklist
- ☐ Form 2: Addendum Acknowledgment
- ☐ 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: Proposer's Statement of Organization
- ☐ Form 5: References
- ☐ Form 6: Affidavits
  - • Form 6A: Single Execution Affidavits
  - • Form 6B: Independence Affidavit
  - • Form 6C: Non-Collusion Affidavit
- ☐ Form 7: Drug Free Workplace
- ☐ Form 8: Certification to Accuracy of Proposal
- ☐ Form 9: Scrutinized Companies
- ☐ Form 10: Public Entity Crimes
- ☐ Form 11: Dispute Disclosure
- ☐ Form 12: List of Proposed Subcontractors
- ☐ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☐ A: Sample Contract
- ☐ B: Certificate of Insurance

FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
CONTINNUING GEOTECHNICAL AND SURVEY SERVICES
Solicitation No.:
RFQ # 2025-11

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Address: _____

Phone Number: _____

Authorized Signature: _____

FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the Village of Key Biscayne, 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 _____ day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY

(if Individual)

I,_____ ("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 Village of Key Biscayne, 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:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____ day of _____, 20___, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

_____

2. Principal Business Address, Phone and Email Address:

Address: _____

Phone: _____

Email Address: _____

3. Principal Contact Person(s):

_____

_____

_____

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

_____

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. Federal ID Number (EIN) _____

D. If a joint Venture or Partnership, date of Agreement: _____

E. Name and address of all partners (state whether general or limited partnership): _____

F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name **Title**

_____

_____

_____

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFQ Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name **Address** **Title**

A. _____

B. _____

C. _____

D. _____

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. _____
   B. _____
   C. _____
   D. _____

9. County or municipal business tax receipt number (attach copies):
   County: _____
   Municipal: _____

10. What is the last project of this nature you completed?
    _____

11. Have you made a site visit? _____ Yes, _____ No

12. How soon after the award can you begin work? _____ Days.

13. List any licenses, permits or certifications, etc., you hold for performing this type of work.
    _____
    _____
    _____

14. How did you hear about the RFQ? Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. _____

15. Have you ever failed to complete any work awarded to you?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

16. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

17. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

18. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or

arbitration against any other Florida public entity?
Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
Yes ____ No _____ **If yes, attach a separate sheet of explanation.**

21. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes _____ No ____ **If yes, attach a separate sheet of explanation.**

22. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes _____ No ____ **If yes, attach a separate sheet of explanation.**

23. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes _____ No ____ **If yes, attach a separate sheet of explanation.**

24. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes _____ No ____ **If yes, attach a separate sheet of explanation.**

25. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes _____ No ____ **If yes, attach a separate sheet of explanation.**

26. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ____ **No** ____ **If yes, attach a separate sheet of explanation.**

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #2

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #3

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

FORM 6A

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

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.

_____
Proposer 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, 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 vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer 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, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") 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 Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village 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 Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described

restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

_____
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/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 Proposer/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 Proposer/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 Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

_____
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, 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 ITB is for more than one million dollars, the Proposer 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 Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, 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 Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. 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.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFQ # 2025-11 CONTINNUING GEOTECHNICAL AND SURVEY SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

_____
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes 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 Village, whichever is later.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

_____

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 6B

INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the VILLAGE.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

_____

_____

_____

_____

_____

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____

SIGNATURE OF NOTARY PUBLIC

_____

PRINT, TYPE/STAMP NAME OF NOTAR

FORM 6C

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is_____ of_____, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and

5. The response to the attached RFQ is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFQ document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFQ or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____

SIGNATURE OF NOTARY PUBLIC

_____

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFQ and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFQ and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____ as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by:_____
(name of entity submitting sworn statement)

whose business address is: _____

_____

_____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is:_____

4. I understand that a "public entity crime" as defined in §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 with 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 misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the

management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, 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.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ____Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. ____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)

      1) ____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

      3) ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of

General Services)

_____ _____

Signature Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", 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 _____

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 _____

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 _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 12

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village 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.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 13A – N/A

FORM 13B – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

PROPOSER'S REPRESENTATION

CONTINNUING GEOTECHNICAL AND SURVEY SERVICES

Proposal of _____

(Name)

_____

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

CONTINNUING GEOTECHNICAL AND SURVEY SERVICES
("THE PROJECT")

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements

and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.
The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE:* THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No._____

Bidder's Occupational License No. _____

WITNESS:

_____ By: _____
Signature of Authorized Agent

_____

[SEAL]

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a Florida [type of entity] (hereinafter, the "Consultant").

WHEREAS, the Village desires certain **CONTINNUING GEOTECHNICAL AND SURVEY SERVICES** and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2024, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

SAMPLE

Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of $XXXX.XX per month.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Contractor's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

SAMPLE

Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village,

5.1. and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant 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 Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant 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 Village as an independent contractor of the Village. Consultant 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 Consultant 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 Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant 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, Consultant 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 Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, 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. Consultant 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village 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 Consultant. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant'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 Village. The Consultant 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, Consultant 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. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall

reimburse the Village 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 Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village 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. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village 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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village 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 Village.

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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant 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 Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: **Jocelyn B. Koch**

Mailing address: **88 West McIntyre Street**

Key Biscayne, FL 33149

Telephone number: **305-365-5506**

Email: **jkoch@keybiscayne.fl.gov**

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village'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 Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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 Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.3. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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. Conflicts. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

[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.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **LEGAL NAME OF ENTITY**

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____ (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____ (facsimile)
_____(email)

SAMPLE

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

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

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

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

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

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

The Scope of Services are those contained in the Proposal Section 2. dated _____, 2025 , attached hereto and incorporated herein by reference.

EXHIBIT B
CERTIFICATE OF INSURANCE

[ATTACH CERTIFICATE OF INSURANCE]

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase of Six (6) Replacement Police Department Vehicles

RECOMMENDATION

Recommend the Village Council approve the attached Resolution authorizing the purchase for replacement of (6) vehicles for the Police Department in the amount of $346,972.00. Funding in the amount of $351,500 was appropriated in the FY2026 Capital Improvement Plan (CIP) Budget for Vehicles.

DICSUSSION

Purpose: There is an urgent need for the replacement approval of six (6) police vehicles. The vehicles scheduled to be replaced are eight (8) to ten (10) years old and are averaging over 150,000 miles. The department requests the purchase approval to continue our public safety operations and ensure officer safety.

Background: The aging fleet is incurring extensive repair and maintenance costs. The mileage and years in service of these vehicles far exceeds the lifecycle replacement recommendation model, as described in the Village of Key Biscayne Fleet Replacement Policy (adopted by Council in January of 2019).

Justification: The purchase of the replacement vehicles will ensure continuity of operations and replace end-of-life vehicles. It has become an extreme challenge trying to acquire police-equipped vehicles because of the current supply shortages and an increase in demand. The fleet is essential for the efficient delivery of services to residents and visitors.

Warranty and Cost:

The purchase of the six (6) police vehicles includes all equipment and accessories. The vehicles are being purchased through Sourcewell Contract # 205 091521-NAF & 032824-NAF.

RESOURCE IMPACT

Recurring Funding: No additional funding is requested. The purchase will pay for the vehicles outright. Regular maintenance as necessary.

Equipment: No additional equipment needed. The purchase price of the vehicles includes all accessories and equipment.

- Three (3) 2025 Ford Police Interceptor Utility AWD 3.3L (99B44U) with listed equipment in quote.
- One (1) 2026 Ford Explorer (K7D) Active RWD with listed equipment in quote.
- Two (2) 2025 Chevy Tahoe 2WD LS (CC10706) **High Water Vehicles** with listed equipment in quote.

FUNDING SOURCES

Funding in the amount of $346,972.00 will come from the following sources:

- **GL Code**: 301.21.521.64009.000000
- **Budget Line-Item**: Capital Improvement Plan (CIP) – Public Safety Vehicles
- **Amount**: $346,972.00

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Goal – Safe & Secure Village
- Focus Area – Ensure Community Safety
- Action – Purchase and deploy new police vehicles

ATTACHMENT(S)

- Letter of Intent
- Quick Quote Sheets to include equipment specifications

Prepared by: Major Daniel Valdes

Department Director: Francis J. Sousa, Chief of Police | Police Department

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF SIX POLICE VEHICLES IN AN AMOUNT NOT TO EXCEED $346,972.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Police Department is in need of six new police vehicles to replace existing vehicles that have exceeded their recommended lifecycle as described in the Village's Fleet Replacement Policy; and

WHEREAS, the Village desires to purchase two 2026 Chevy Tahoe 2WD LS, one 2025 Ford Explorer RWD Active, and three 2025 Ford Police Interceptor Utility—AWD—3.3L (99B44U), inclusive of equipment for the vehicles (the "Police Vehicles"), from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales (the "Vendor") consistent with the quotes attached hereto as composite Exhibit "A" (the "Quotes"); and

WHEREAS, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a local government and service cooperative created under the laws of the State of Minnesota, which has entered into Sourcewell Contract Nos. 2025 091521-NAF and 032824-NAF ("Sourcewell Contract") with the Vendor, as an approved associate dealer of National Auto Fleet Group; and

WHEREAS, in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to authorize the Village Manager to purchase the Vehicles from the Vendor consistent with the Sourcewell Contract and the Quotes, attached hereto as Exhibit "A", in an amount not to exceed $346,972.00, as the pricing offered pursuant to the Sourcewell Contract is in the Village's best interest; and

WHEREAS, the Village Council finds that this Capital Project Authorizing Resolution is

in the best interest and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval.** That the Village Council hereby approves the purchase of the Police Vehicles from the Vendor.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to purchase the Police Vehicles as set forth in the Quotes attached hereto as Exhibit "A" in an amount not to exceed $346,972.00, consistent with the terms and conditions of the Sourcewell Contract.

Section 4. **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchase described in this Resolution consistent with the Sourcewell Contract and the Quotes attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

VILLAGE OF KEY BISCAYNE POLICE DEPARTMENT

Office of the Chief of Police

June 05th, 2025

Ms. Christy Self
Alan Jay Fleet Sales
2003 U.S. 27th South
Sebring, FL 33870

Ref: Village of Key Biscayne (the "Village") New Vehicle Purchase

This shall serve as a letter of intent for the Village Police Department to purchase the below listed six (6) vehicles:

- Two (2) 2026 Chevy Tahoe's with listed equipment in Quote #63366-3;
- One (1) 2025 Ford Explorer RWD Active with listed equipment in Quote #63374-3; and
- Three (3) 2025 Ford Police Interceptor Utility – AWD – 3.3L (99B44U) with listed equipment in Quote # 63367-8

It is anticipated that the Village Police Department will be purchasing the aforementioned vehicles through a resolution approved by the Village Council appropriating FY 26 Fleet Funds in the CIP Budget, subject to budgeted funds. The estimated time of completion will be mid-October-early November 2025. At that time, the Village Police Department will provide Alan Jay Fleet Sales with a purchase order for the above listed vehicles. When the vehicles arrive, the Village Police Department respectfully request that they be delivered to the Police Department located at 88 W. McIntyre Street, Key Biscayne, FL 33149.

Regards,

Francis J. Sousa
Chief of Police

ALAN JAY FLEET SALES

Contract Number:	2025 091521-NAF & 032824-NAF
Quote ID:	63367
Agency:	KEY BISCAYNE POLICE DEPARTMENT
Date:	9/2/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (3) 2025 FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U), please review carefully and contact us with any errors or changes.

MSRP:		$49,530.00
Base Price:		$45,645.00
Factory Options:		$470.00
Aftermarket Options:		$11,349.00
Vehicle Price:		$57,464.00
Purchase Total:	Qty (3)	$172,392.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM		Quote 63367-8
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
5/8/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/2/2025

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**
CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET
PHONE **305-849-9511** MOBILE FAX

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL K8A 500A — **MSRP** $49,530.00

2025 FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U)

CUSTOMER ID

CONTRACT PRICE $45,645.00

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	$0.00
99B	Engine: 3.3L V6 Direct-Injection	$0.00
44U	Transmission: 10-Speed Automatic (44U)	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
500A	Order Code 500A	$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	$395.00
68G	Rear-Door Controls Inoperable	$75.00
—	3.73 Axle Ratio	$0.00
25MY-PIU	**NEW STD FEATURES** INTERIOR/COMFORT — Climate Control – Rear Aux A/C System — Dark Car — Red and White Dome Lamp in Cargo Area — Speedometer – New LCD 12.3» Display, Rear Camera On-Demand FUNCTIONAL — 100 Watt Siren/Speaker Prep Kit — UIS Upfitter Interface System — PAITRO output tied to liftgate release switch EXTERIOR — Tail Lamp Prep Kit— SAFETY/SECURITY BLIS® – Blind Spot Monitoring with Cross-traffic Alert— Cross Traffic Brake Assist— Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle— Rearview Camera viewable on 8" Center Stack Screen	$0.00
	FACTORY OPTIONS	**$470.00**

CONTRACT OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DT2 SUV	Deep tint film installed on front two door glass only.	$165.00
TP PIU-CON18	TROY PRODUCTS 18" L-shaped console with 10" slope / 8" level with faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" faceplate w/ (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	$1,070.00
TP PRINTER-ARM-REST	Furnish and Install Height-adjustable printer arm rest w/5x8 pad, bolts to rear of console rear.	$505.00
W LEGACY-CROT-PIU-RBWA	Whelen Legacy lightbar with full DUO LED Modules, built in SYNC module, traffic advisor, takedown lights, alley lights, mounting kit, CORE Rotary Knob combination light/siren controller, speaker, and bracket (RED/BLUE WITH FRONT OVERRIDE TO WHITE AND REAR OVERRIDE TO AMBER).	$4,575.00
W MCRN-2-STUD-RB	(2) Whelen Micron series light heads surface mount with stud mount installed in grille (RED/BLUE).	$360.00
W-VERTEX-K8A-W	Whelen Vertex corner LED kit – (4) Whelen Vertex series hemispherical LED light heads LED's will be mounted in headlamps and tail lamps with whelen twist lock (WHITE).	$725.00
TP PIU-PART-SLIDE	TROY PRODUCTS large window partition with sliding window, crawl-through barrier and weapon recess panel, Includes mounting kit & partition kick panels with big foot pockets for Interceptor Utility.	$1,585.00
TP PIU-CARGO-WIRE	TROY PRODUCTS rear partition, square-hole main window with square-hole cargo window guards.	$760.00
W TLI2-2TAG-RBW	(2) Whelen ION T-Series DUAL color ultra thin light mounted on a tag bracket (One RED/WHITE & One BLUE/WHITE).	$480.00
SC-917-5	SANTA CRUZ UNIVERSAL RAPID ADUST GUN RACK WITH SC-6 XL LOCK, MOUNTED TO PARTITION.	$499.00

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA

Awarded Contract

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

806-1206-SDN	XANTREX 600W pure sine inverter mounted under passenger seat with ignition sourced remote / user control mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$565.00
NOTE	Customer will be installing tablet mount after delivery	$0.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$11,349.00**

TRADE IN **TOTAL COST** **$57,464.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **3** **$172,392.00**

Estimated Annual payments for 60 months paid in advance: $13,212.16 Extended: $39,636.48

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Contract Number:	2025 091521-NAF & 032824-NAF
Quote ID:	63366
Agency:	KEY BISCAYNE POLICE DEPARTMENT
Date:	9/2/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (2) 2026 CHEVY TAHOE 2WD LS, please review carefully and contact us with any errors or changes.

MSRP:		$62,995.00
Base Price:		$59,959.00
Factory Options:		$0.00
Aftermarket Options:		$5,055.00
Vehicle Price:		$65,014.00
Purchase Total:	Qty (2)	$130,028.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA

Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	63366-3	
Corporate Office	2003 U.S. 27 South	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200	
	Sebring, FL 33870	FAX 863-402-4221		Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
5/8/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
9/2/2025

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**
CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET
PHONE **305-849-9511** MOBILE FAX

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL CC10706 1LS
2026 CHEVY TAHOE 2WD LS

MSRP $62,995.00

CONTRACT PRICE $59,959.00

CUSTOMER ID

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GXP	Lakeshore Blue Metallic	$0.00
GXD	STERLING GRAY METALLIC	$0.00
H0U	Jet Black, Premium cloth seat trim	$0.00
L84	Engine, 5.3L EcoTec3 V8	$0.00
MHS	Transmission, 10-speed automatic	$0.00
1LS	OPTIONS LS Preferred Equipment Group	$0.00
A50	Seats, front bucket	$0.00
C6C	GVWR, 7400 lbs. (3357 kg)	$0.00
FE9	Emissions, Federal requirements	$0.00
GU5	Rear axle, 3.23 ratio	$0.00
QDF	Tires, 265/65R18SL all-season, blackwall	$0.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	$0.00
URW	Audio system, 17.7" diagonal advanced color LCD display	$0.00
VK3	License plate front mounting package	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
W SLICK1-HH-TAH-RB	Whelen XLP Front and RST Rear Inner Edge interior visor lights with LED Modules, traffic advisor, takedown lights, mounting hardware, HHS4200 combination light/siren HAND HELD Controller, speaker, and bracket (RED/BLUE).	$3,545.00
W TLI2-2GL-RBW	(2) Whelen ION T-Series DUAL color ultra thin light mounted in grille (One RED/WHITE & One BLUE/WHITE).	$440.00
W TLI2-2RD-RB	(2) Whelen ION T-Series DUAL color ultra thin light mounted in rear door glass with L-brackets (RED/BLUE).	$600.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	**$5,055.00**

TRADE IN

TOTAL COST $65,014.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 2 $130,028.00

Estimated Annual payments for 60 months paid in advance: $14,948.06 Extended: $29,896.12
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Contract Number:	2025 091521-NAF & 032824-NAF
Quote ID:	63374
Agency:	KEY BISCAYNE POLICE DEPARTMENT
Date:	9/2/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 FORD EXPLORER RWD ACTIVE, please review carefully and contact us with any errors or changes.

MSRP:	$40,025.00
Base Price:	$39,497.00
Factory Options:	$0.00
Aftermarket Options:	$5,055.00
Purchase Total:	$44,552.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 63374-3
Corporate Office 2003 U.S. 27 South	MOBILE 904-838-4999	**Mailing Address** P.O. BOX 9200	
Sebring, FL 33870	FAX 863-402-4221	Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 5/8/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/2/2025

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**
CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET
PHONE **305-849-9511** MOBILE FAX

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL K7D 200A — **MSRP** $40,025.00

2026 FORD EXPLORER RWD ACTIVE

CONTRACT PRICE $39,497.00

CUSTOMER ID

BED LENGTH

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
UM	Agate Black	$0.00
8H	Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs	$0.00
99H	Engine: 2.3L EcoBoost I-4	$0.00
44T	Transmission: 10-Speed Automatic	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
200A	Equipment Group 200A Standard Package	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
WSTP	Windshield strip	$60.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
W SLICK1-HH-PIU-RB	Whelen XLP Front and RST Rear Inner Edge interior visor lights with LED Modules, traffic advisor, takedown lights, mounting hardware, HHS4200 combination light/siren Rotary knob Controller, speaker, and bracket (RED/BLUE).	$3,545.00
W TLI2-2RD-RB	(2) Whelen ION T-Series DUAL color ultra thin light mounted in rear door glass with L-brackets (RED/BLUE).	$600.00
W TLI2-2GL-RBW	(2) Whelen ION T-Series DUAL color ultra thin light mounted in grille (One RED/WHITE & One BLUE/WHITE).	$440.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	**$5,055.00**

TRADE IN

TOTAL COST $44,552.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** 1 $44,552.00

Estimated Annual payments for 60 months paid in advance: $10,243.43
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** Christy.Self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase of one (1) replacement Chevy Tahoe for Fire Rescue Command Staff

RECOMMENDATION

Recommend the Village Council authorize the purchase of one (1) 2026 Chevrolet Tahoe 4x4 vehicle to replace existing command staff/response vehicle as an operational priority for the Fire Rescue Department. The total purchase amount is $63,190.55, with funding available in the FY25–26 Capital Improvement Plan (CIP), for this purpose.

DISCUSSION

Purpose: The existing Chevrolet Tahoe vehicle is scheduled for replacement has exceeded the Village's Fleet Replacement Policy (Resolution 2019-06), which recommends vehicle retirement after 7 years or 100,000 miles. This unit is assigned to the Deputy Fire Chief of Administration/Fire Marshal and is critical to support emergency response, incident command, Fire Prevention and other community-wide emergency management functions.

Background: Due to ongoing reliability issues, the Department has been forced to rent vehicles on an as-needed basis at a cost of approximately $1,500 per month. Despite extensive maintenance efforts — including costly repairs for transmissions, air conditioning systems, and suspensions — the existing vehicle has become increasingly unreliable. The continued use of this high-mileage unit poses a risk to both operational effectiveness and responder safety. The proposed purchase will eliminate this recurring cost burden and restore essential, mission-ready vehicles for Fire Rescue leadership.

The attached quote from Garber Chevrolet Fleet Sales (Exhibit A) reflects competitive pricing secured through the Florida Sheriff's Association cooperative purchasing program. The purchase includes one (1) 2026 Chevrolet Tahoe 4X4 vehicle with equipment listed in quote #CK-1076 from Garber Chevrolet, utilizing the Florida Sheriff's Association Purchasing Program.

The new Tahoe will be equipped with emergency lights and sirens, along with storage space for bunker gear, AEDs, and other emergency response equipment. These features are essential for command-level staff to respond to incidents, navigate traffic, and establish safety perimeters at active scenes.

Justification: Relying on personal vehicles with a monthly stipend is not a viable or safe alternative. These vehicles lack emergency lighting, communications equipment, and proper gear storage. As a result, chief officers cannot legally or effectively respond to emergencies or protect responders at roadway scenes. This is particularly a concern in high-traffic areas such as Key Biscayne, the Rickenbacker Causeway, and major regional corridors like I-95 and the Florida Turnpike.

In recent incidents, Fire Rescue command officers have experienced delayed response times due to heavy traffic and the absence of emergency lights and sirens on their vehicles. These delays prevent timely scene control and jeopardize both public safety and the safety of Fire Rescue personnel. All current leadership travels into the Village daily from outside Key Biscayne, and without fully equipped command vehicles, their ability to support emergency operations is severely limited.

As part of this procurement, I also request authorization to declare surplus for the one (1) 2018 Chevrolet Tahoe vehicle currently in use. This vehicle has exceeded their useful service life and is no longer reliable for emergency operations. The estimated resale value for each unit is between $5,000 and $12,000, depending on condition and market demand.

The VIN numbers will be provided prior to final disposition.

Vehicle	Assigned to	VIN
2018 Tahoe	Deputy Chief/Fire Marshal	1GNSCAKC3JR242895

Implementation/Integration Plan: The replacement of command vehicle after receipt of new vehicle.

RESOURCE IMPACT

Recurring Funding: None initially. Regular maintenance as necessary after three (3) year vehicle warranty expiration.

Personnel: Deputy Chief/Fire Marshal

FUNDING SOURCES

- ***GL Code**: Fire Vehicles- 301-22-52264012*
- ***Budget Line-Item**: CIP*
- ***Amount**: $63,109.55*
- ***Maintenance & Repair**: N/A.*

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Goal- Safey & Secure Village- Effective and efficient response.
- Focus Area- Ensure Community Safety

ATTACHMENT(S)

- Exhibit A: Quote CK10706
- Exhibit B: Resolution for Village's vehicle replacement

Prepared by: Terrence Davis, Deputy Chief
Department Director: Joseph R. Fernandez | Fire Chief

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF ONE 2026 CHEVROLET TAHOE FROM GARBER CHEVROLET BUICK GMC, INC. IN AN AMOUNT NOT TO EXCEED $63,190.55; PROVIDING FOR WAIVER OF COMPETITIVE BIDDING; DECLARING EXISTING FIRE VEHICLE AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Fire Rescue Department is in need of one new vehicle to replace an existing vehicle that has exceeded its recommended lifecycle as described in the Village's Fleet Replacement Policy; and

WHEREAS, the Village desires to purchase one 2026 Chevrolet Tahoe 4x4 vehicle inclusive of equipment for the vehicle (the "Vehicle") from Garber Chevrolet Buick GMC, Inc. (the "Vendor") consistent with the quote attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, pursuant to Section 2-85 of the Village Code of Ordinances (the "Village Code"), the Village Council finds that it is impractical to apply the Village's competitive bidding procedures for the purchase of the Vehicle as the type of purchase contemplated by the Village has already been competitively bid and awarded by the Florida Sheriffs Association, which resulted in contract number FSA 24-VEL.32.0 with the Vendor (the "FSA Contract"); and

WHEREAS, the Village Council desires to authorize the Village Manager to purchase the Vehicles from the Vendor, consistent with the FSA Contract and the Quote attached hereto as Exhibit "A," in an amount not to exceed $63,190.55, as the pricing offered pursuant to the FSA Contract is in the Village's best interest; and

WHEREAS, the Village Council declares the command staff/response vehicle identified in the staff memorandum accompanying this item (the "Surplus Vehicle"), as surplus property that

has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the Village Manager to sell or otherwise dispose of the Surplus Vehicle; and

WHEREAS, the Village Council finds that this Capital Project Authorizing Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Approval.** That the Village Council hereby approves the purchase of the Vehicle from the Vendor in an amount not to exceed $63,190.55.

Section 3. **Waiver of Competitive Bidding.** That the Village Council hereby waives the Village's competitive bidding procedures for the purchase of the Vehicle pursuant to Section 2-85 of the Village Code.

Section 4. **Declaration of Surplus Property.** That the Village Council finds that the Surplus Vehicle has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Village Council declares the Surplus Vehicle to be surplus property of the Village.

Section 5. **Authorizing Sale or Disposition of Surplus Property.** That the Village Manager is authorized to sell or dispose of the Surplus Vehicle by public auction or other procedure determined by the Village Manager to be in the best interests of the Village. Any surplus property items acquired by the Village pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

Section 6. **Implementation.** That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchase described in this Resolution consistent with the FSA Contract and the Quote attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content and legal sufficiency.

Section 7. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

VILLAGE OF KEY BISCAYNE

Specification #		240
Unit Description	CHEVY TAHOE 4X4	CK10706

GARBER FLEET SALES

Chevrolet Buick GMC Cadillac Jeep Dodge Ford

Prepared for:	Prepared by:
9/2/2025	***Garber Chevrolet GMC Inc.***
VILLAGE OF KEY BISCAYNE	Todd Brandt
ATTN: TERRENCE DAVIS	*(904) 264-2442 ext.2348 FAX: (904) 284-0054*
TDAVIS@KEYBISCAYNE.FL.GOV	*3340 Hwy 17 Green Cove Springs, FL 32043*
305.542.6298	tbrandt@garberautomall.com
ORDER	

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

SOUTHERN ZONE

CK10706 — 2025 Chevrolet Tahoe 4X4 1FL, CK10706 — $56,665.00

Codes	Optional Equipment	Unit Price		Net Price
1LS	Upgrade to 2026 model Tahoe 4x4	2546	51.0	$2,495.00
1LS	Upgrade to LS Preferred Equipment Group includes standard equipment	2300	42.0	$2,258.00
L84	Engine, 5.3L EcoTec3 V8	Included	0.0	$0.00
MHS	Transmission, 10-speed automatic	Included	0.0	$0.00
GBA	Black	Included	0.0	$0.00
AS0	Seats, front bucket (STD)	Included	0.0	$0.00
HOU	Jet Black, Premium cloth seat trim	Included	0.0	$0.00
NZV	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum w/charcoal pockets	1100	22.0	$1,078.00
VK3	License plate front mounting package	Included	0.0	$0.00
NHT	Max Trailering Package:ZL6) Advanced Trailering Package, (JL1) trailer brake controller	590	12.0	$578.00
	and (V03) extra capacity cooling system,2-speed active transfer case and	Included		
	(JHD) Hill Descent Control	Included		
	NON OEM OPTIONS:			
YTAG	YELLOW CITY TAG	116.55		$116.55
DEL	Delivery	Included		$0.00
	TOTAL PURCHASE AMOUNT PER VEHICLE			*$ 63,190.55*

TGK/9V5	Special paint, Woodland Green WA 9015. Black parts will be front fascia, rear fascia, tailgate applique, liftgate handle, door handles, D-pillar applique, rear spoiler mirrors, ultrasonic park assist sensors and OnStar antenna.(Requires SEO (TGK) special paint solid. Required with Woodland Green special paint WA-9015.)	$900	2.00%	$18	$882
TGK/9W5	Special paint, Silver Ice Metallic WA 636R Silver Ice Metallic painted parts will be high approach front fascia, rear fascia and tailgate applique. Black parts will be liftgate handle, door handles, D-pillar applique, rear spoiler, mirrors, ultrasonic park assist sensors and OnStar antenna(Requires SEO (TGK) special paint solid. Required with Silver Ice Metallic special paint WA-636R.)	$700	2.00%	$14	$686
6C7	Lighting, red and white front auxiliary dome Red and white LED auxiliary dome lamp is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp	$170	2.00%	$3	$167
6J8	White Left/White Right Whelen LED Lamp Package four ION light heads mounted in front grille and integrated Outer Edge Rear Pillar with six ION light heads. Original exterior D-pillar trim shipped loose for vehicle decommissioning.(Not available with SEO (6J9) Red Left/Red Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package or SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package.)	$1,950	2.00%	$39	$1,911
6J9	Red Left/Red Right Whelen LED Lamp Package four ION light heads mounted in front grille and integrated Outer Edge Rear Pillar with six ION light heads. Original exterior D-pillar trim shipped loose for vehicle decommissioning.(Not available with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package or SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package.)	$1,950	2.00%	$39	$1,911
6JE	Blue Left/Blue Right Whelen LED Lamp Package four ION light heads mounted in front grille and integrated Outer Edge Rear Pillar with six ION light heads. Original exterior D-pillar trim shipped loose for vehicle decommissioning.(Not available with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package or SEO (6JG) Red Left/Blue Right Whelen LED Lamp Package.)	$1,950	2.00%	$39	$1,911

6JG	Red Left/Blue Right Whelen LED Lamp Package four ION light heads mounted in front grille and integrated Outer Edge Rear Pillar with six ION light heads. Original exterior D-pillar trim shipped loose for vehicle decommissioning(Not available with SEO (6J8) White Left/White Right Whelen LED Lamp Package, SEO (6J9) Red Left/Red Right Whelen LED Lamp Package or SEO (6JE) Blue Left/Blue Right Whelen LED Lamp Package.)	$1,950	2.00%	$39	$1,911
7X2	Spotlamps, left- and right-hand (Deletes A-pillar mounted assist handle.) Not available with SEO (7X3) left-hand spotlamp.)	$1,340	2.00%	$27	$1,313
7X3	Spotlamp, left-hand LED	$800	2.00%	$16	$784
T53	Lamps, alternate flashing Red & Blue rear compartment lid warning (visible when liftgate is open) and controlled by momentary liftgate mounted switch or ground wire	$565	2.00%	$11	$554
6 E 2	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E8) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years(Requires (AMF) Remote Keyless Entry Package.Includes (AU7) fleet common key.Not available with SEO (6E8) Fleet Calibration.)	$25	2.00%	$1	$24
6 E 8	Fleet Calibration provides a single key with a specific code that is common to the door locks of all the vehicles in the vehicle fleet. Key code is an alternate to SEO (6E2) complete vehicle fleet common key. NOTE: NOT COMPATIBLE with previous model years(Requires (AMF) Remote Keyless Entry Package.Includes (AU7) fleet common key.Not available with SEO (6E2) Fleet Calibration.)	$25	2.00%	$1	$24
6N5	Switches, rear window inoperative (rear windows can only operate from driver's position.)	$57	2.00%	$1	$56
6N6	Door locks and handles, inside rear doors inoperative (door can only be opened from outside)	$62	2.00%	$1	$61
UN9	Radio Suppression Package, with ground straps	$95	2.00%	$2	$93
UTQ	Theft-deterrent system content, disable, the alarm and horn become non-functional in an attempt of theft to the vehicle	$50	2.00%	$1	$49
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete (deletes standard Daytime Running Lamps and automatic headlamp control features)	$50	2.00%	$1	$49

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial



Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10706	2025 Chevrolet Tahoe 4WD 4dr Commercial	W/A

COLORS

CODE	DESCRIPTION
GAZ	Summit White

SUSPENSION PKG

CODE	DESCRIPTION	MSRP
ZW7	Suspension, Premium Smooth Ride	W/A

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	W/A

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)	W/A

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHS	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)	W/A

GVWR

CODE	DESCRIPTION	MSRP
C6G	GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)	W/A

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio	W/A

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1FL	Commercial Preferred Equipment Group includes standard equipment	W/A

WHEEL TYPE

CODE	DESCRIPTION	MSRP
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)	W/A

TIRES

CODE	DESCRIPTION	MSRP
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)	W/A

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	W/A

SEAT TYPE

CODE	DESCRIPTION	MSRP
A50	Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)	W/A

SEAT TRIM

CODE	DESCRIPTION	MSRP
H0U	Jet Black, Premium cloth seat trim	W/A

RADIO

CODE	DESCRIPTION	MSRP
URW	Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)	W/A

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)	W/A

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
D07	Console, floor with storage area and removable storage tray (When ordered with (9C1) Police Vehicle, included and only available with (A50) front bucket seats.)	Inc.
UBC	USB ports, charge and data, located inside center console (Requires (9C1) Police Vehicle. Included and only available with (A50) front bucket seats.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
ASD	Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Driver inboard seat-mounted side-impact airbag; Head-curtain airbags for all rows in outboard seating positions (Requires (9C1) Police Vehicle. Included and only available with (A50) front bucket seats. Always use seat belts and child restraints. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)	Inc.
	Options Total	**W/A**

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✔ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	W/A
Total Options	W/A
Vehicle Subtotal	W/A
Destination Charge	W/A
Grand Total	**W/A**

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

Rear axle, 3.23 ratio

Suspension, Premium Smooth Ride

GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD)

Keyless start, push button

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Alternator, 220 amps (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Exterior

Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black, standard (Available with (5W4) Special Services Vehicle.)

Assist steps, Black with chrome accent strip

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Entertainment	
	Wireless Apple CarPlay/Wireless Android Auto
Interior	
	Seats, front bucket (4WD only. When ordered with (9C1) Police Vehicle, requires (PQA) 1FL Safety Package and (UDA) OnStar deactivated. Includes (D07) floor console. Not available with SEO (5Y1) front center seat delete or SEO (5T5) front cloth and second row vinyl seats.)
	Seat adjuster, driver 8-way power
	Seat adjuster, front passenger 6-way power
	Seat adjuster, front passenger 8-way power
	Seat adjuster, driver 2-way power lumbar
	Seat adjuster, front passenger 2-way power lumbar
	Seats, heated driver and front passenger
	Seats, second row 60/40 split-folding bench, manual
	Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Package or (5W4) Special Service Package.)
	Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)
	Electronic Precision Shift
	Steering column lock, electrical
	Steering column, manual tilt and telescopic
	Steering wheel, vinyl
	Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)
	Driver Information Center, 11" diagonal multi-color digital display
	Door locks, power programmable with lockout protection and delayed locking
	Keyless Open includes extended range Remote Keyless Entry
	Window, power with driver Express-Up/Down
	Window, power with front passenger Express-Up/Down
	Windows, power with rear Express-Down
	Adaptive Cruise Control (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Universal Vehicle Module
	Theft-deterrent system, electrical, unauthorized entry
	Display, automatic occupant sensing (Requires (9C1) Police Vehicle or (5W4) Special Service Vehicle.)
	Wireless Phone Charging, for portable devices

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Interior

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Sill plates, bright, front and rear door

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Hill Start Assist

OnStar Services capable (On 4WD model, deleted when (UDA) OnStar deactivated is ordered. See onstar.com for details and limitations. Services vary by model. Service plan required.)

Enhanced Automatic Parking Assist (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

HD Surround Vision

Rear Camera Mirror Washer

Rear Pedestrian Alert

Forward Collision Alert (Deleted when (9C1) Police Vehicle or (5W4) Special Service Vehicle is ordered.)

Safety Alert Seat

Rear Seat Reminder

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 23288. Data Updated: Aug 27, 2024 6:45:00 PM PDT.

GM

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

Safety-Interior

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

OnStar One Essentials (OnStar One Business Essentials for Fleet) Drive confidently with core OnStar services including select mobile app commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar One Essentials includes select remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar One Essentials is standard for 8 years; services may require an OnStar paid plan to continue thereafter. See OnStar.com for service descriptions and terms.)

Safety-Mechanical

Enhanced Automatic Emergency Braking

Reverse Automatic Braking (Not available with (9C1) Police Vehicle or (5W4) Special Service Vehicle.)

StabiliTrak, stability control system with brake assist, includes traction control

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23288. Data Updated: Aug 27, 2024 6:45:00 PM PDT.

Garber Chevrolet
Buick GMC, Inc.
Spec # 210

Factory Options for Vehicle: 2025 Chevrolet Tahoe (CK10706)
4WD 4dr 5W4 SSV

Code	Description	MSRP	% Discount	Discount	Price
ALL UPFITS	**PLEASE SEE GARBER'S LIGHTS AND UPFITS SECTION FOR A FULL LINE OF VEHICLE LIGHTING, TRUCK BODIES, VAN AND BIN PACKAGES, AND OTHER AVAILABLE VEHICLE ADDITIONS. WE CAN HELP YOU WITH JUST ABOUT ANYTHING YOU NEED!**				
NZV	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum wit Charcoal pockets	$1,100	2.00%	$22	$1,078
QAE	Tires, 275/60R20SL all-terrain, blackwall (Available on 4WD only. Requires and only available with (NZV) 20" (50.8 cm) steel wheel without center cap.)	$100	2.00%	$2	$98
PQA	1FL Safety Package includes (UEU) Forward Collision Alert, (UKM) Enhanced Lane Keep Assist with Lane Departure Warning, (UKI) Blind Zone Steering Assist, (UHY) Automatic Emergency Braking, (UFB) Rear Cross Traffic Braking, (UKT) Front Pedestrian and Bicyclist Braking, (CTB) Intersection Automatic Emergency Braking, (UOW) Side Bicyclist Alert, (DRZ) Rear Camera Mirror and (TQ5) IntelliBeam headlamps	$825	2.00%	$17	$809
K05	Engine block heater	$100	2.00%	$2	$98
VK3	License plate front mounting package	$0			$0
B30	Floor covering, color-keyed carpeting in occupant area. Horizontal surface of cargo area covered in black vinyl.	$195	2.00%	$4	$191
6J3	Wiring, grille lamps and siren speakers	$92	2.00%	$2	$90
6J4	Wiring, horn and siren circuit	$55	2.00%	$1	$54
WX7	Wiring, auxiliary speaker. For upfitter connection to front door and windshield pillar speakers.	$60	2.00%	$1	$59
TGK/5T4	Special paint, Victory Red WA 9260 Victory Red painted parts will be front fascia, rear fascia, tailgate applique, liftgate handle and door handles. Black parts will be D-pillar applique, rear spoiler, mirrors, ultrasonic park assist sensors and OnStar antenna.(Requires SEO (TGK) special paint solid. Required with Victory Red special paint WA-9260.)	$700	2.00%	$14	$686

RESOLUTION NO. 2019-6

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ADOPTING A FLEET REPLACEMENT POLICY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") recognizes that the Village's fleet of vehicles and motorized equipment (the "Fleet") is essential for the efficient delivery of services to its residents and visitors; and

WHEREAS, the Village wishes to ensure its Fleet is reliable, available when needed, and appropriate for tasks required to support the Village's operations; and

WHEREAS, the Village Council wishes to adopt a Fleet Replacement Policy (the "Policy") to provide procedures for the replacement of the Village's Fleet; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Adoption and Approval of the Policy. The Village Council hereby approves and adopts the Policy as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. Implementation. The Village Council authorizes the Village Manager to take all action reasonably necessary to implement and enforce the Policy and the purpose and intent of this Resolution.

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

PASSED AND ADOPTED this 15th day of January, 2019.

ATTEST:

MICHAEL W. DAVEY, MAYOR

JENNIFER MEDINA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Exhibit "A"

VILLAGE OF KEY BISCAYNE
FLEET REPLACEMENT POLICY

Village of Key Biscayne

Fleet Management Policy

Version: 4 – 1/8/2019

The purpose of this policy is to establish standards and procedures for the replacement of the Village's vehicles and motorized equipment (the "Fleet") at lifecycles intended to minimize life-cycle costs and maximize the performance of the Fleet.

The Village's Fleet is essential for the efficient delivery of services to residents and visitors. Consequently, a primary focus of this policy is to ensure vehicles are reliable, available when needed, and appropriate for the tasks required to support the Village's operations.

The following general replacement cycles will be applied to plan for the replacement of vehicles and equipment:

Type	Years		Mileage/Use
Cars	7	or	100,000
Police/Fire Cars	7	or	100,000
Pickups, Vans, SUVs	10	or	100,000
Trucks/Buses	10	or	125,000
ATVs	5	or	NA
Equipment, trailers, boats	10	or	NA
Rescue Trucks (Ambulances)	7	or	150,000
Fire Apparatus (Pumpers)	10	or	NA
Fire Apparatus (Ladders)	12	or	NA

Replacement cycles are set to comply with generally accepted best management practices adopted by other Florida municipalities. Note that the cycle for fire apparatus' are shorter than in many cities (10 to 12 years vs 12 to 15 years) in recognition of the fact

that the Village has no spare fire apparatus which produces significant cost savings, yet also raises associated risks.

The Village's fleet manager will maintain a long term financial plan to support the Village's annual appropriation for fleet replacement. The plan will apply the replacement cycles in the above table to updated replacement cost estimates. Significant peaks and valleys in funding needs will be leveled by reducing or accelerating the replacement of individual units to produce budgets that are relatively predictable and consistent.

Once funding is approved in annual budgets, the Village's designated fleet manager will assess each vehicle in the fleet and develop a prioritized list of the units consistent with the Policy. Factors considered will include, but are not limited to the following: how critical units are to a department's mission; the availability of spares; and the unit's age, mileage, condition, reliability, and repair costs.

Vehicles are tools that help the Village efficiently serve the community. Therefore, replacement vehicle types will be matched to the job that needs to be performed. The utility of vehicles will be the primary focus in selecting the type of vehicles to purchase including safe and functional operating capabilities; requirements to meet specific job demands (such as towing, operating off road, ground clearance, transporting heavy payloads); or performing law enforcement or fire services duties. Preference will be given to vehicles that have proven reliability, fuel economy, and resale value. Optional equipment will be limited to items that extend functionality and utility.

The Village is focused on lowering its carbon footprint. Therefore, vehicle types purchased will be the minimum size required to do the intended job. Preference will be given to vehicle types that maximize fuel economy and minimize tailpipe emissions so long as doing so does not compromise the utility of vehicles or materially increase costs.

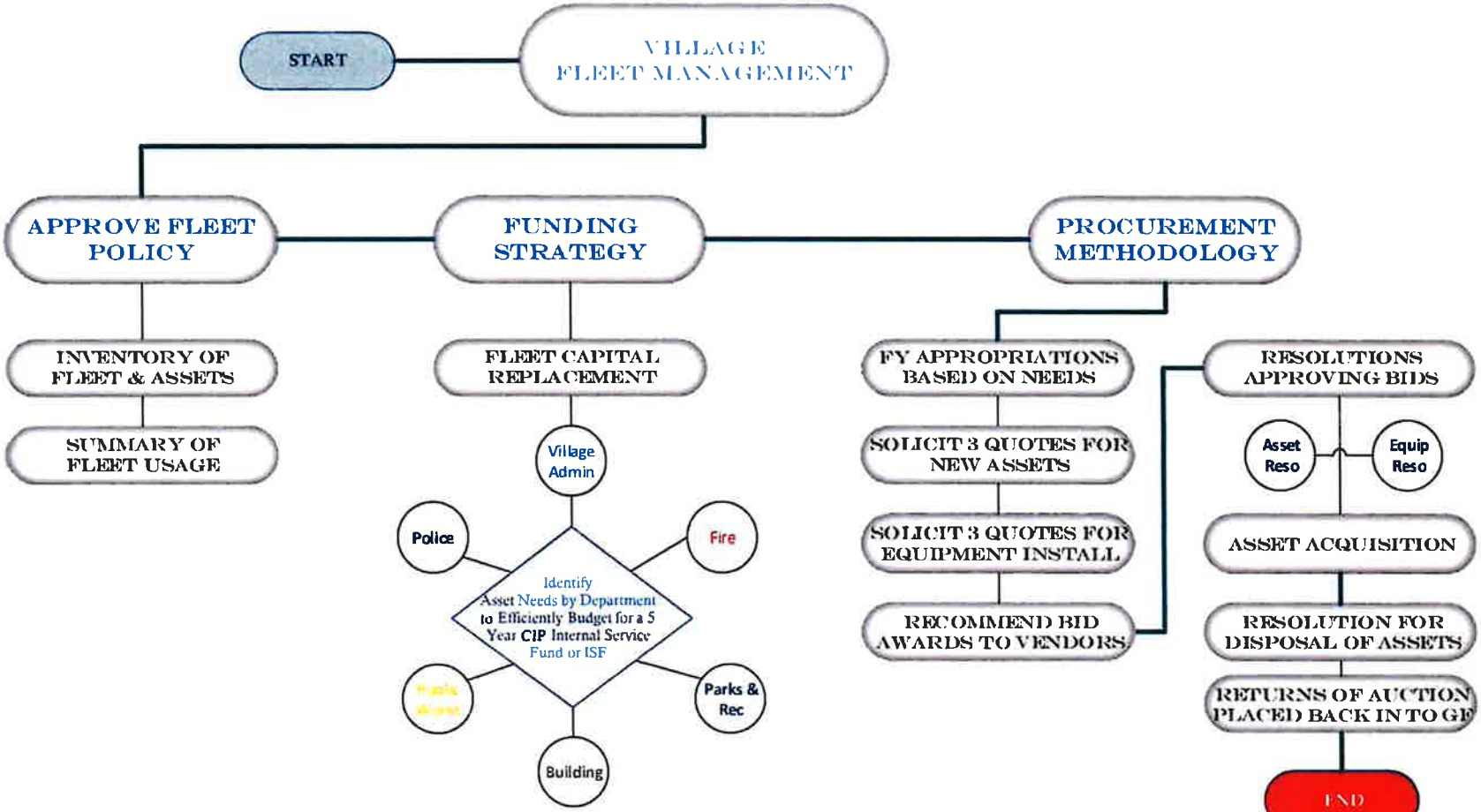
Once vehicles are replaced, they will be removed from service and sold or otherwise disposed of. Retention of replaced vehicles will generally not be approved except by written approval from the Village Manger to meet a specific purpose (such as for a short-term special project or to temporarily replace a vehicle that is not economical to repair) and then only for a period not exceeding 3 months without the Village Manager's reapproval.

EXHIBIT "B"

VILLAGE OF KEY BISCAYNE

FLEET MANAGEMENT

VILLAGE OF KEY BISCAYNE



FLEET CAPITAL REPLACEMENT POLICY

VILLAGE OF KEY BISCAYNE

VILLAGE ADMINISTRATION VEHICLES

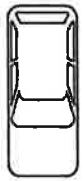


700
2017
Ford
Explorer

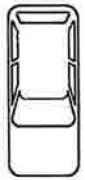


003
2010 Ford
Expedition

BUILDING & ZONING CODE VEHICLES



BZP1701
2017
Ford
C Max Hybrid

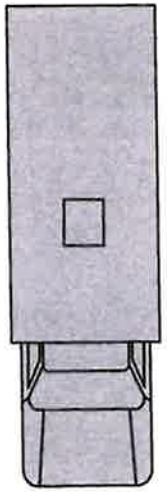


BZP1702
2017
Ford
C Max Hybrid

PARKS & RECREATIONS VEHICLES



PR701
2007 Ford
Sports Trac



PR1702
2017 Ford
Odyssey Bus

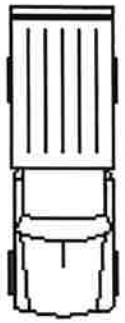


PR801
2008
John Deere
Gator TX 2WD

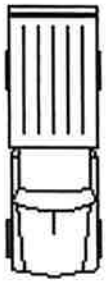


PR1701
2017
John Deere
Gator TH 6X4

PUBLIC WORKS VEHICLES



PW1401
2014 Ford
F250 P/U



PW1701
2017 Ford
F150 P/U



PW1301
2013 Club
Carryall 295



PW1801
2018
John Deere
XUV825 S4

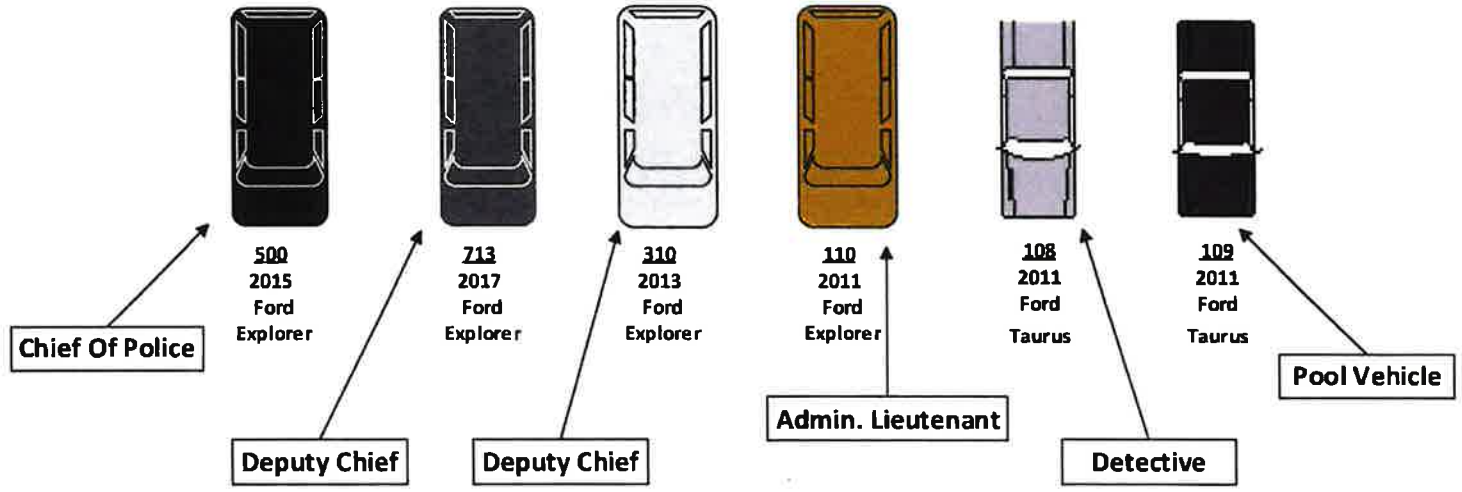


PW1302
2013 CAT
TH255c

MUNICIPAL VEHICLES

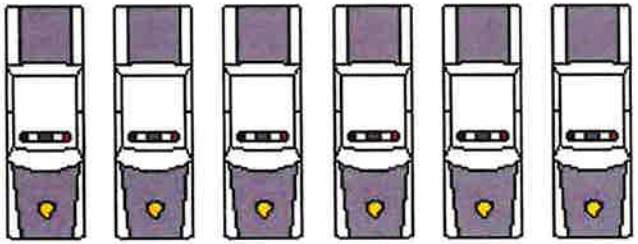
KEY BISCAYNE POLICE DEPARTMENT





UNMARKED POLICE EMERGENCY RESPONSE VEHICLES

KEY BISCAYNE POLICE DEPARTMENT



701 2007 Ford Crown Victoria

903 2009 Ford Crown Victoria

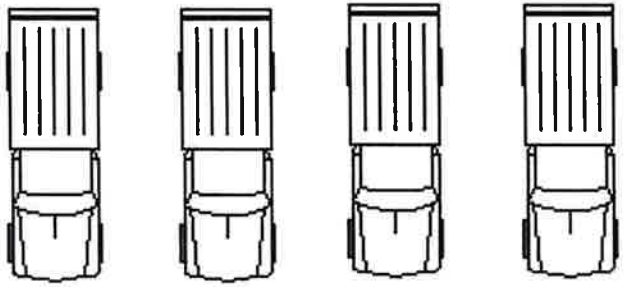
002 2010 Ford Crown Victoria

007 2010 Ford Crown Victoria

008 2010 Ford Crown Victoria

100 2011 Ford Crown Victoria



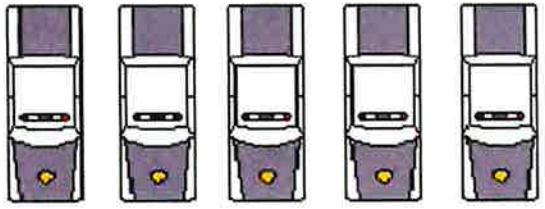


001 2010 Ford F150 P/U

102 2011 Ford F150 P/U

103 2011 Ford F150 P/U

106 2011 Ford F150 P/U



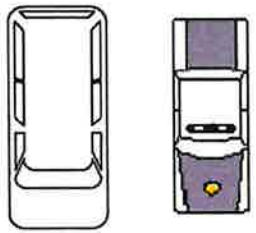
300 2013 Ford Police Intrcept.

301 2013 Ford Police Intrcept.

302 2013 Ford Police Intrcept.

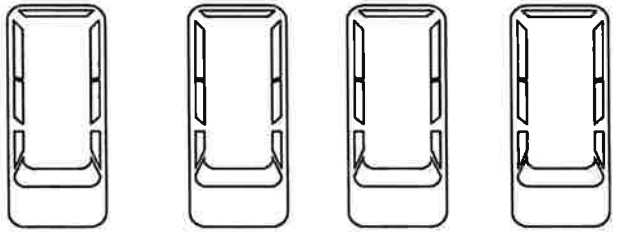
303 2013 Ford Police Intrcept.

304 2013 Ford Police Intrcept.



502 2015 Ford Police SUV Interceptor

503 2015 Ford Police Intrcept.



705 2017 Ford Police SUV Interceptor

706 2017 Ford Police SUV Interceptor

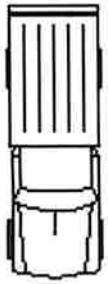
707 2017 Ford Police SUV Interceptor

708 2017 Ford Police SUV Interceptor

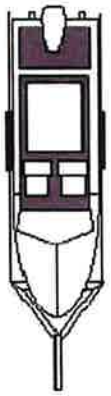
MARKED POLICE PATROL ASSIGNED VEHICLES

KEY BISCAYNE POLICE DEPARTMENT





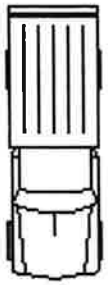
200
2013 Ford
F150 P/U
4X4



305
2013
Contender
Vessel



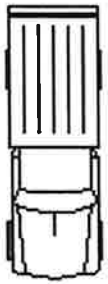
504
2015
Ribcraft
Vessel



104
2011 Ford
F150 P/U



601
2016
Yamaha
ATV



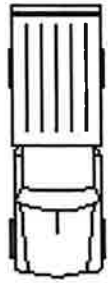
105
2011 Ford
F150 P/U



505
2015
Load
Trailer



306
2013
Reel
Trailer



201
2013 Ford
F150 P/U
4X4

MARINE PATROL MARKED POLICE VEHICLES & ASSETS

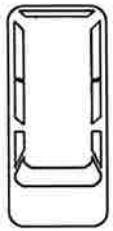
KEY BISCAYNE POLICE DEPARTMENT



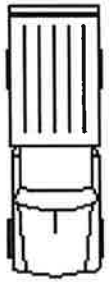




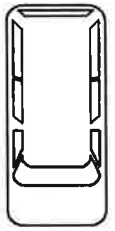
714
2017 KND
Motor Trailer



501
2015
Ford
Police SUV
Interceptor



107
2011 Ford
F150 P/U



709
2017
Ford
Police SUV
Interceptor



801
2018 ATS
Speed
Trailer



710
2017
Harley



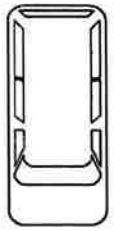
711
2017
Harley



712
2017
Harley



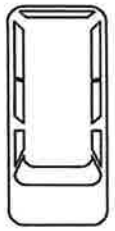
506
2012 ATS
Speed
Trailer



703
2017
Ford
Police SUV
Interceptor



307
2011
Ford
Mustang



704
2017
Ford
Police SUV
Interceptor

TRAFFIC, D.A.R.E., & SCHOOL SECURITY VEHICLES & ASSETS

KEY BISCAYNE FIRE DEPARTMENT



F1101
2011
Polaris
Ranger
4X4

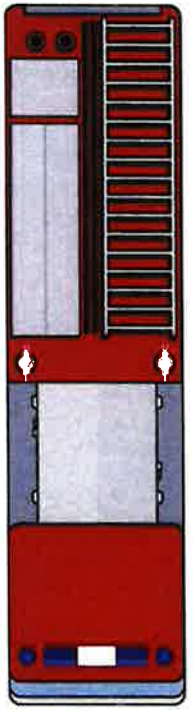


F3304
2006
International
Fire Rescue
Spare



F1102
2011
Polaris
Ranger
4X4





F9007
2016 Pierce
Ladder Truck



F3422
2013 Pierce
Fire Engine Truck



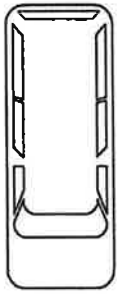
F1094
2012
International
Fire Rescue



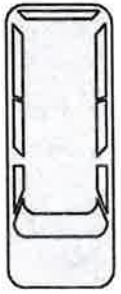
F1093
2012
International
Fire Rescue



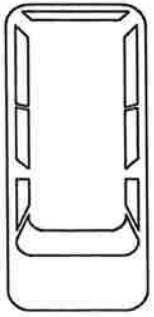
F1804
2018 Chevy
Colorado Pick-Up



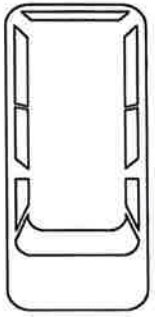
F1302
2013
Ford Explorer



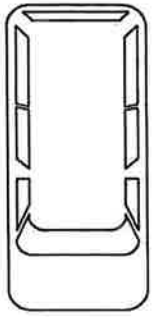
F1301
2013
Ford Explorer



F1803
2018
Chevy Tahoe



F1802
2018
Chevy Tahoe



F1801
2018
Chevy Tahoe

TAB 15 & 16


KEY BISCAYNE FIRE DEPARTMENT
E1101
2021
Polaris
Ranger
4X4
E1102
2021
Polaris
Ranger
4X4
E1104
2008
International
Fire Rescue
Spare
E1094
2013
International
Fire Rescue
E1093
2013
International
Fire Rescue
E1804
2018 Chevy
Colorado Pick-Up
E1802
2015
Ford Explorer
E1801
2015
Ford Explorer
E1803
2018
Chevy Tahoe
E2002
2018 Pierce
Ladder Truck
E1802
2018
Chevy Tahoe
E2432
2003 Pierce
Fire Engine Truck
E1801
2018
Chevy Tahoe

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
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P.O. Box 12519 • Tallahassee, Florida 32317-2519
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NOTICE OF FINAL AWARD
CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

• Pickup Trucks – 4x4

• Pursuit Rated & Pursuit Hybrid Vehicles

• Special Service Vehicles

• Utility & Hybrid Utility Vehicles – 4x2

• Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Final Award Report

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 1, Ford, Mustang Ecoboost, P8T

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,524.00	Build	Options
	Alternate	BOZARD FORD	$30,599.00	Build	Options
	Alternate	Garber Ford Inc	$30,835.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,304.00	Build	Options
	Alternate	BOZARD FORD	$30,552.00	Build	Options
	Alternate	Garber Ford Inc	$30,635.00	Build	Options
Central	Primary	Duval Ford LLC	$30,404.00	Build	Options
	Alternate	BOZARD FORD	$30,582.00	Build	Options
	Alternate	Garber Ford Inc	$30,735.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,504.00	Build	Options
	Alternate	BOZARD FORD	$30,611.00	Build	Options
	Alternate	Garber Ford Inc	$30,835.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 2, Kia, Soul, B2522

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 3, Kia, K5, L42232

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$28,995.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,445.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,750.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$30,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 4, Nissan, Versa S CVT, 10115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,150.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,110.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,110.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,190.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 5, Nissan, Sentra S, 12015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,631.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,602.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,607.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,697.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 6, Nissan, Altima 2.5 S FWD, 13115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,440.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,390.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,390.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,493.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 7, Nissan, Murano SV FWD, 23115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,490.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,410.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,415.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,490.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 8, Nissan, Murano SV AWD, 23015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,390.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,310.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,315.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,390.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 9, Toyota, Camry LE Hybrid, 2559

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$27,956.00	Build	Options
Northern	Primary	Seminole Toyota	$27,956.00	Build	Options
Central	Primary	Seminole Toyota	$27,956.00	Build	Options
Southern	Primary	Seminole Toyota	$27,956.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 10, Toyota, Prius LE Hybrid, 1223

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$27,994.00	Build	Options
Northern	Primary	Seminole Toyota	$27,994.00	Build	Options
Central	Primary	Seminole Toyota	$27,994.00	Build	Options
Southern	Primary	Seminole Toyota	$27,994.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 11, Toyota, Corolla LE, 1852

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$22,352.00	Build	Options
Northern	Primary	Seminole Toyota	$22,352.00	Build	Options
Central	Primary	Seminole Toyota	$22,352.00	Build	Options
Southern	Primary	Seminole Toyota	$22,352.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 12, Toyota, Corolla LE Hybrid, 1882

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$23,732.00	Build	Options
Northern	Primary	Seminole Toyota	$23,732.00	Build	Options
Central	Primary	Seminole Toyota	$23,732.00	Build	Options
Southern	Primary	Seminole Toyota	$23,732.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 13, Toyota, Corolla Hatchback SE CVT A/T, 6272

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$23,447.00	Build	Options
Northern	Primary	Seminole Toyota	$23,447.00	Build	Options
Central	Primary	Seminole Toyota	$23,447.00	Build	Options
Southern	Primary	Seminole Toyota	$23,447.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 14, Chevrolet, Silverado 3500HD Regular Cab, CC31003

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,067.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,259.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,867.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,109.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,967.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,007.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,067.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,108.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 15, Chevrolet, Silverado 3500HD Crew Cab, CC31043

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$46,036.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,058.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,836.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,907.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$45,806.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,936.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$45,907.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$46,036.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 16, Ford, F-350 Regular Cab, F3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,433.00	Build	Options
	Alternate	BOZARD FORD	$47,620.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,667.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,213.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,367.00	Build	Options
	Alternate	BOZARD FORD	$47,521.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,167.00	Build	Options
	Alternate	Duval Ford LLC	$47,313.00	Build	Options
	Alternate	BOZARD FORD	$47,592.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,167.00	Build	Options
	Alternate	Duval Ford LLC	$47,413.00	Build	Options
	Alternate	Garber Ford Inc	$47,754.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 17, Ford, F-350 Crew Cab, W3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,025.00	Build	Options
	Alternate	BOZARD FORD	$50,237.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,260.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,805.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,960.00	Build	Options
	Alternate	BOZARD FORD	$50,133.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,760.00	Build	Options
	Alternate	Duval Ford LLC	$49,905.00	Build	Options
	Alternate	BOZARD FORD	$50,208.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,760.00	Build	Options
	Alternate	Duval Ford LLC	$50,005.00	Build	Options
	Alternate	Garber Ford Inc	$50,359.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 18, Ford, F-350 Super Cab, X3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$49,052.00	Build	Options
	Alternate	BOZARD FORD	$49,255.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,286.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,832.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,986.00	Build	Options
	Alternate	BOZARD FORD	$49,152.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,786.00	Build	Options
	Alternate	Duval Ford LLC	$48,932.00	Build	Options
	Alternate	BOZARD FORD	$49,226.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,786.00	Build	Options
	Alternate	Duval Ford LLC	$49,032.00	Build	Options
	Alternate	BOZARD FORD	$49,274.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 19, Chevrolet, Silverado 3500HD Regular Cab, CK31003

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,154.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,786.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,003.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,886.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,902.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,003.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 20, Chevrolet, Silverado 3500HD Crew Cab, CK31043

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,954.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,054.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,754.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,903.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$47,802.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$47,854.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$47,903.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$47,954.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 21, Ford, F-350 Regular Cab, F3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,593.00	Build	Options
	Alternate	BOZARD FORD	$50,811.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,828.00	Build	Options
Northern	Primary	Duval Ford LLC	$50,373.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,528.00	Build	Options
	Alternate	BOZARD FORD	$50,705.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,328.00	Build	Options
	Alternate	Duval Ford LLC	$50,493.00	Build	Options
	Alternate	BOZARD FORD	$50,781.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,328.00	Build	Options
	Alternate	Duval Ford LLC	$50,573.00	Build	Options
	Alternate	Garber Ford Inc	$50,930.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 22, Ford, F-350 Crew Cab, W3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,208.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,442.00	Build	Options
	Alternate	BOZARD FORD	$53,451.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,988.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,142.00	Build	Options
	Alternate	BOZARD FORD	$53,340.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,942.00	Build	Options
	Alternate	Duval Ford LLC	$53,088.00	Build	Options
	Alternate	BOZARD FORD	$53,419.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,942.00	Build	Options
	Alternate	Duval Ford LLC	$53,188.00	Build	Options
	Alternate	Garber Ford Inc	$53,558.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 23, Ford, F-350 Super Cab, X3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,239.00	Build	Options
	Alternate	BOZARD FORD	$52,472.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,473.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,019.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,173.00	Build	Options
	Alternate	BOZARD FORD	$52,363.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,973.00	Build	Options
	Alternate	Duval Ford LLC	$52,119.00	Build	Options
	Alternate	BOZARD FORD	$52,441.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,973.00	Build	Options
	Alternate	Duval Ford LLC	$52,219.00	Build	Options
	Alternate	Garber Ford Inc	$53,197.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 24, Chevrolet, Silverado 4500HD Regular Cab, CC56403

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$51,610.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$51,459.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$51,358.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$51,459.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-450 Regular Cab, F4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,957.00	Build	Options
	Alternate	BOZARD FORD	$51,178.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,192.00	Build	Options
Northern	Primary	Duval Ford LLC	$50,737.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,892.00	Build	Options
	Alternate	BOZARD FORD	$51,072.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,692.00	Build	Options
	Alternate	Duval Ford LLC	$50,837.00	Build	Options
	Alternate	BOZARD FORD	$51,148.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,692.00	Build	Options
	Alternate	Duval Ford LLC	$50,937.00	Build	Options
	Alternate	BOZARD FORD	$51,199.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-450 Crew Cab, W4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,089.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,324.00	Build	Options
	Alternate	BOZARD FORD	$53,331.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,869.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,024.00	Build	Options
	Alternate	BOZARD FORD	$53,220.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,824.00	Build	Options
	Alternate	Duval Ford LLC	$52,969.00	Build	Options
	Alternate	BOZARD FORD	$53,299.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,824.00	Build	Options
	Alternate	Duval Ford LLC	$53,069.00	Build	Options
	Alternate	BOZARD FORD	$53,352.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 27, Ford, F-450 Super Cab, X4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,130.00	Build	Options
	Alternate	BOZARD FORD	$52,362.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,364.00	Build	Options
Northern	Primary	Duval Ford LLC	$51,910.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,064.00	Build	Options
	Alternate	BOZARD FORD	$52,253.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,864.00	Build	Options
	Alternate	Duval Ford LLC	$52,010.00	Build	Options
	Alternate	BOZARD FORD	$52,331.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,864.00	Build	Options
	Alternate	Duval Ford LLC	$52,110.00	Build	Options
	Alternate	BOZARD FORD	$52,383.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 28, Ford, F-450 Regular Cab, F4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,594.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,828.00	Build	Options
	Alternate	BOZARD FORD	$53,840.00	Build	Options
Northern	Primary	Duval Ford LLC	$53,374.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,528.00	Build	Options
	Alternate	BOZARD FORD	$53,728.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,328.00	Build	Options
	Alternate	Duval Ford LLC	$53,474.00	Build	Options
	Alternate	BOZARD FORD	$53,808.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,328.00	Build	Options
	Alternate	Duval Ford LLC	$53,574.00	Build	Options
	Alternate	BOZARD FORD	$53,862.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 29, Ford, F-450 Crew Cab, W4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,276.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,510.00	Build	Options
	Alternate	BOZARD FORD	$56,548.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,056.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,210.00	Build	Options
	Alternate	BOZARD FORD	$56,430.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,010.00	Build	Options
	Alternate	Duval Ford LLC	$56,156.00	Build	Options
	Alternate	BOZARD FORD	$56,514.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,010.00	Build	Options
	Alternate	Duval Ford LLC	$56,256.00	Build	Options
	Alternate	BOZARD FORD	$56,570.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 30, Ford, F-450 Super Cab, X4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$55,312.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,547.00	Build	Options
	Alternate	BOZARD FORD	$55,576.00	Build	Options
Northern	Primary	Duval Ford LLC	$55,092.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,247.00	Build	Options
	Alternate	BOZARD FORD	$55,460.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,047.00	Build	Options
	Alternate	Duval Ford LLC	$55,192.00	Build	Options
	Alternate	BOZARD FORD	$55,543.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,047.00	Build	Options
	Alternate	Duval Ford LLC	$55,292.00	Build	Options
	Alternate	BOZARD FORD	$55,598.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 31, Ford, Transit T-150 Medium Roof Cargo Van RWD, E1C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,514.00	Build	Options
	Alternate	Garber Ford Inc	$46,097.00	Build	Options
	Alternate	BOZARD FORD	$46,380.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,294.00	Build	Options
	Alternate	Garber Ford Inc	$45,897.00	Build	Options
	Alternate	BOZARD FORD	$46,114.00	Build	Options
Central	Primary	Duval Ford LLC	$45,394.00	Build	Options
	Alternate	Garber Ford Inc	$45,997.00	Build	Options
	Alternate	BOZARD FORD	$46,209.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,494.00	Build	Options
	Alternate	Garber Ford Inc	$46,097.00	Build	Options
	Alternate	BOZARD FORD	$46,403.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 32, Ford, Transit T-250 Medium Roof Cargo Van RWD, R1C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,377.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	BOZARD FORD	$47,270.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,157.00	Build	Options
	Alternate	Garber Ford Inc	$46,769.00	Build	Options
	Alternate	BOZARD FORD	$46,999.00	Build	Options
Central	Primary	Duval Ford LLC	$46,257.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
	Alternate	BOZARD FORD	$47,095.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,357.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	BOZARD FORD	$47,293.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 33, Ford, Transit T-250 High Roof Cargo Van RWD, R1X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,287.00	Build	Options
	Alternate	Garber Ford Inc	$47,379.00	Build	Options
	Alternate	BOZARD FORD	$48,207.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,067.00	Build	Options
	Alternate	Garber Ford Inc	$47,179.00	Build	Options
	Alternate	BOZARD FORD	$47,930.00	Build	Options
Central	Primary	Duval Ford LLC	$47,167.00	Build	Options
	Alternate	Garber Ford Inc	$47,279.00	Build	Options
	Alternate	BOZARD FORD	$48,028.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,267.00	Build	Options
	Alternate	Garber Ford Inc	$47,379.00	Build	Options
	Alternate	BOZARD FORD	$48,230.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 34, Ford, Transit T-350 High Roof Cargo Van RWD, W1X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$48,423.00	Build	Options
	Alternate	Garber Ford Inc	$49,035.00	Build	Options
	Alternate	BOZARD FORD	$49,376.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,203.00	Build	Options
	Alternate	Garber Ford Inc	$48,835.00	Build	Options
	Alternate	BOZARD FORD	$49,092.00	Build	Options
Central	Primary	Duval Ford LLC	$48,303.00	Build	Options
	Alternate	Garber Ford Inc	$48,935.00	Build	Options
	Alternate	BOZARD FORD	$49,193.00	Build	Options
Southern	Primary	Duval Ford LLC	$48,403.00	Build	Options
	Alternate	Garber Ford Inc	$49,035.00	Build	Options
	Alternate	BOZARD FORD	$49,399.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 35, Ford, Transit T-350 Medium Roof Cargo Van RWD, W9C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,514.00	Build	Options
	Alternate	Garber Ford Inc	$48,117.00	Build	Options
	Alternate	BOZARD FORD	$48,440.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,294.00	Build	Options
	Alternate	Garber Ford Inc	$47,917.00	Build	Options
	Alternate	BOZARD FORD	$48,162.00	Build	Options
Central	Primary	Duval Ford LLC	$47,394.00	Build	Options
	Alternate	Garber Ford Inc	$48,017.00	Build	Options
	Alternate	BOZARD FORD	$48,261.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,494.00	Build	Options
	Alternate	Garber Ford Inc	$48,117.00	Build	Options
	Alternate	BOZARD FORD	$48,463.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 36, Ford, Transit T-350 Medium Roof Passenger Van (Wagon) RWD, X2C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$51,259.00	Build	Options
	Alternate	BOZARD FORD	$52,555.00	Build	Options
	Alternate	SAG COCOA LLC	$53,918.00	Build	Options
Northern	Primary	Garber Ford Inc	$51,059.00	Build	Options
	Alternate	BOZARD FORD	$52,253.00	Build	Options
	Alternate	SAG COCOA LLC	$53,558.00	Build	Options
Central	Primary	Garber Ford Inc	$51,159.00	Build	Options
	Alternate	BOZARD FORD	$52,360.00	Build	Options
	Alternate	SAG COCOA LLC	$53,506.00	Build	Options
Southern	Primary	Garber Ford Inc	$51,259.00	Build	Options
	Alternate	BOZARD FORD	$52,580.00	Build	Options
	Alternate	SAG COCOA LLC	$53,609.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 37, Ford, Transit T-350 High Roof Passenger Van (Wagon) RWD, X2X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$51,920.00	Build	Options
	Alternate	BOZARD FORD	$53,229.00	Build	Options
	Alternate	SAG COCOA LLC	$57,954.00	Build	Options
Northern	Primary	Garber Ford Inc	$51,720.00	Build	Options
	Alternate	BOZARD FORD	$52,924.00	Build	Options
	Alternate	SAG COCOA LLC	$57,593.00	Build	Options
Central	Primary	Garber Ford Inc	$51,820.00	Build	Options
	Alternate	BOZARD FORD	$53,032.00	Build	Options
	Alternate	SAG COCOA LLC	$57,541.00	Build	Options
Southern	Primary	Garber Ford Inc	$51,920.00	Build	Options
	Alternate	BOZARD FORD	$53,255.00	Build	Options
	Alternate	SAG COCOA LLC	$57,644.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 38, Mercedes-Benz, Sprinter 2500 170 WB 4 cyl. Diesel High Output AWD High Roof Cargo Van, M2CA7H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$58,007.00	Build	Options
Northern	Primary	Tampa Truck Center	$58,007.00	Build	Options
Central	Primary	Tampa Truck Center	$58,007.00	Build	Options
Southern	Primary	Tampa Truck Center	$58,007.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 39, Mercedes-Benz, Sprinter 2500 170 WB 4 cyl. Diesel High Roof Cargo Van, M2CA7S

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$55,094.00	Build	Options
Northern	Primary	Tampa Truck Center	$55,094.00	Build	Options
Central	Primary	Tampa Truck Center	$55,094.00	Build	Options
Southern	Primary	Tampa Truck Center	$55,094.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 40, Chevrolet, Express 2500 1WT 135 Cargo Van, CG23405

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$38,060.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,860.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,960.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,060.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 41, Chevrolet, Express 2500 LS 135 Passenger Van, CG23406

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$41,793.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,593.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$41,693.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,793.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 42, Chevrolet, Express 2500 1WT 155 Cargo Van, CG23705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,843.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,643.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,743.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,843.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 43, Chevrolet, Express 3500 1WT 135 Cargo Van, CG33405

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,554.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,354.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,454.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,554.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 44, Chevrolet, Express 3500 LS 135 Passenger Van, CG33406

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,504.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,304.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,404.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,504.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 45, Chevrolet, Express 3500 1WT 155 Cargo Van, CG33705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$41,304.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,104.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$41,204.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,304.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 46, Chevrolet, Express 3500 LS 155 Passenger Van, CG33706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,669.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,469.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$43,569.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,669.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 47, Chrysler, Pacifica Select, RUCH53

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,434.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,234.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,334.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,434.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 48, Ford, Transit T-150 Low Roof Cargo Van RWD, E1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,382.00	Build	Options
	Alternate	Garber Ford Inc	$43,943.00	Build	Options
	Alternate	BOZARD FORD	$44,185.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,162.00	Build	Options
	Alternate	Garber Ford Inc	$43,743.00	Build	Options
	Alternate	BOZARD FORD	$43,932.00	Build	Options
Central	Primary	Duval Ford LLC	$43,262.00	Build	Options
	Alternate	Garber Ford Inc	$43,843.00	Build	Options
	Alternate	BOZARD FORD	$44,022.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,362.00	Build	Options
	Alternate	Garber Ford Inc	$43,943.00	Build	Options
	Alternate	BOZARD FORD	$44,207.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 49, Ford, E-350 Cutaway Van, E3F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,500.00	Build	Options
	Alternate	BOZARD FORD	$37,348.00	Build	Options
	Alternate	SAG COCOA LLC	$37,975.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,280.00	Build	Options
	Alternate	BOZARD FORD	$37,305.00	Build	Options
	Alternate	SAG COCOA LLC	$37,613.00	Build	Options
Central	Primary	Duval Ford LLC	$36,380.00	Build	Options
	Alternate	BOZARD FORD	$37,323.00	Build	Options
	Alternate	SAG COCOA LLC	$37,561.00	Build	Options
Southern	Primary	BOZARD FORD	$37,395.00	Build	Options
	Alternate	SAG COCOA LLC	$37,665.00	Build	Options
	Alternate	Duval Ford LLC	$39,480.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 50, Ford, E-450 Cutaway Van, E4F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$38,766.00	Build	Options
	Alternate	BOZARD FORD	$39,669.00	Build	Options
	Alternate	SAG COCOA LLC	$40,354.00	Build	Options
Northern	Primary	Duval Ford LLC	$38,546.00	Build	Options
	Alternate	BOZARD FORD	$39,622.00	Build	Options
	Alternate	SAG COCOA LLC	$39,991.00	Build	Options
Central	Primary	Duval Ford LLC	$38,646.00	Build	Options
	Alternate	BOZARD FORD	$39,642.00	Build	Options
	Alternate	SAG COCOA LLC	$39,940.00	Build	Options
Southern	Primary	Duval Ford LLC	$38,746.00	Build	Options
	Alternate	BOZARD FORD	$39,719.00	Build	Options
	Alternate	SAG COCOA LLC	$40,043.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 51, Ford, Transit T-250 Low Roof Cargo Van RWD, R1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,241.00	Build	Options
	Alternate	Garber Ford Inc	$44,811.00	Build	Options
	Alternate	BOZARD FORD	$45,070.00	Build	Options
Northern	Primary	Duval Ford LLC	$44,021.00	Build	Options
	Alternate	Garber Ford Inc	$44,611.00	Build	Options
	Alternate	BOZARD FORD	$44,812.00	Build	Options
Central	Primary	Duval Ford LLC	$44,121.00	Build	Options
	Alternate	Garber Ford Inc	$44,711.00	Build	Options
	Alternate	BOZARD FORD	$44,903.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,221.00	Build	Options
	Alternate	Garber Ford Inc	$44,811.00	Build	Options
	Alternate	BOZARD FORD	$45,092.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 52, Ford, Transit T-350 Low Roof Cargo Van RWD, W1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,382.00	Build	Options
	Alternate	BOZARD FORD	$45,804.00	Build	Options
	Alternate	Garber Ford Inc	$45,963.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,162.00	Build	Options
	Alternate	BOZARD FORD	$45,530.00	Build	Options
	Alternate	Garber Ford Inc	$45,763.00	Build	Options
Central	Primary	Duval Ford LLC	$45,262.00	Build	Options
	Alternate	BOZARD FORD	$45,687.00	Build	Options
	Alternate	Garber Ford Inc	$45,863.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,362.00	Build	Options
	Alternate	BOZARD FORD	$45,844.00	Build	Options
	Alternate	Garber Ford Inc	$45,963.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 53, Ford, Transit T-350 Low Roof Passenger Van (Wagon) RWD, X2Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$50,012.00	Build	Options
	Alternate	BOZARD FORD	$51,284.00	Build	Options
	Alternate	SAG COCOA LLC	$53,204.00	Build	Options
Northern	Primary	Garber Ford Inc	$49,812.00	Build	Options
	Alternate	BOZARD FORD	$50,990.00	Build	Options
	Alternate	SAG COCOA LLC	$52,843.00	Build	Options
Central	Primary	Garber Ford Inc	$49,912.00	Build	Options
	Alternate	BOZARD FORD	$51,095.00	Build	Options
	Alternate	SAG COCOA LLC	$52,791.00	Build	Options
Southern	Primary	Garber Ford Inc	$50,012.00	Build	Options
	Alternate	BOZARD FORD	$51,309.00	Build	Options
	Alternate	SAG COCOA LLC	$52,895.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 54, Kia, Kia Carnival, M4222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$38,500.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$37,750.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$37,750.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$38,500.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 55, Mercedes-Benz, Sprinter 3500XD 170" WB 6 cyl. Diesel Cab & Chassis/Cutaway, MXCC7H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$52,524.00	Build	Options
Northern	Primary	Tampa Truck Center	$52,524.00	Build	Options
Central	Primary	Tampa Truck Center	$52,524.00	Build	Options
Southern	Primary	Tampa Truck Center	$52,524.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 56, Toyota, Sienna LE Hybrid, 5402

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$37,895.00	Build	Options
Northern	Primary	Seminole Toyota	$37,895.00	Build	Options
Central	Primary	Seminole Toyota	$37,895.00	Build	Options
Southern	Primary	Seminole Toyota	$37,895.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 57, Toyota, Sienna AWD LE, 5403

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$39,871.00	Build	Options
Northern	Primary	Seminole Toyota	$39,871.00	Build	Options
Central	Primary	Seminole Toyota	$39,871.00	Build	Options
Southern	Primary	Seminole Toyota	$39,871.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 58, BrightDrop/General Motors, Zevo 400 FWD, 5J32705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$78,413.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$78,262.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$78,161.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$78,262.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 59, BrightDrop/General Motors, Zevo 600 FWD, 5J32905

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$79,924.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$79,773.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$79,673.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$79,773.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 60, BrightDrop/General Motors, Zevo 400 AWD, 5M32705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$81,033.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$80,882.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$80,781.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$80,882.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 61, BrightDrop/General Motors, Zevo 600 AWD, 5M32905

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$82,544.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$82,393.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$82,292.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$82,393.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 62, Chrysler, Pacifica Select PHEV, RUET53

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$52,734.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$52,534.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$52,634.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$52,734.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 63, Ford, E-Transit T-350 Low Roof Cargo Van Regular Wheelbase, W1Y/99K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$48,454.00	Build	Options
	Alternate	Garber Ford Inc	$48,783.00	Build	Options
	Alternate	BOZARD FORD	$49,645.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,234.00	Build	Options
	Alternate	Garber Ford Inc	$48,583.00	Build	Options
	Alternate	BOZARD FORD	$49,143.00	Build	Options
Central	Primary	Duval Ford LLC	$48,334.00	Build	Options
	Alternate	Garber Ford Inc	$48,683.00	Build	Options
	Alternate	BOZARD FORD	$49,505.00	Build	Options
Southern	Primary	Duval Ford LLC	$48,434.00	Build	Options
	Alternate	Garber Ford Inc	$48,783.00	Build	Options
	Alternate	BOZARD FORD	$49,650.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 64, Nissan, Leaf S 40kW, 17015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,680.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,652.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,652.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,698.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 65, Nissan, Leaf SV Plus 60kW, 17115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,930.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,885.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,885.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,935.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 66, Tesla, Model 3, Model 3 Long Range AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$49,498.00	Build	Options
Northern	Primary	Tesla, Inc.	$49,498.00	Build	Options
Central	Primary	Tesla, Inc.	$49,498.00	Build	Options
Southern	Primary	Tesla, Inc.	$49,498.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 67, Tesla, Model 3, Model 3 RWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$40,935.00	Build	Options
Northern	Primary	Tesla, Inc.	$40,935.00	Build	Options
Central	Primary	Tesla, Inc.	$40,935.00	Build	Options
Southern	Primary	Tesla, Inc.	$40,935.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 68, Tesla, Model Y, Model Y AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$51,010.00	Build	Options
Northern	Primary	Tesla, Inc.	$51,010.00	Build	Options
Central	Primary	Tesla, Inc.	$51,010.00	Build	Options
Southern	Primary	Tesla, Inc.	$51,010.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 69, Tesla, Model Y, Model Y RWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$47,988.00	Build	Options
Northern	Primary	Tesla, Inc.	$47,988.00	Build	Options
Central	Primary	Tesla, Inc.	$47,988.00	Build	Options
Southern	Primary	Tesla, Inc.	$47,988.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 70, Chevrolet, Equinox EV FWD, 1MB48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,797.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,646.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,546.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,646.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 71, Chevrolet, Equinox EV AWD, 1MC48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$38,983.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,783.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$38,883.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,983.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 73, Chevrolet, Blazer EV AWD, 1MC26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,480.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,329.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,228.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,329.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 74, Chevrolet, Silverado EV Crew Cab 4x4, CT35843

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$57,676.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,272.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,476.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,120.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$57,576.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,020.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,676.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,120.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 75, Ford, Mustang Mach-E (BEV) Electric, K1R Select

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$35,895.00	Build	Options
	Alternate	SAG COCOA LLC	$36,833.00	Build	Options
	Alternate	Garber Ford Inc	$37,146.00	Build	Options
Northern	Primary	BOZARD FORD	$35,769.00	Build	Options
	Alternate	SAG COCOA LLC	$36,473.00	Build	Options
	Alternate	Garber Ford Inc	$36,946.00	Build	Options
Central	Primary	BOZARD FORD	$35,769.00	Build	Options
	Alternate	SAG COCOA LLC	$36,421.00	Build	Options
	Alternate	Garber Ford Inc	$37,046.00	Build	Options
Southern	Primary	BOZARD FORD	$35,927.00	Build	Options
	Alternate	SAG COCOA LLC	$36,524.00	Build	Options
	Alternate	Garber Ford Inc	$37,146.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 76, Ford, Escape Plug-in Hybrid FWD, U0E

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,662.00	Build	Options
	Alternate	BOZARD FORD	$36,970.00	Build	Options
	Alternate	Garber Ford Inc	$37,591.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,442.00	Build	Options
	Alternate	BOZARD FORD	$36,873.00	Build	Options
	Alternate	Garber Ford Inc	$37,391.00	Build	Options
Central	Primary	Duval Ford LLC	$36,542.00	Build	Options
	Alternate	BOZARD FORD	$36,912.00	Build	Options
	Alternate	Garber Ford Inc	$37,491.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,642.00	Build	Options
	Alternate	BOZARD FORD	$37,035.00	Build	Options
	Alternate	Garber Ford Inc	$37,591.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 77, Jeep, Wrangler Sport 4-Door 4xE Hybrid, JLXL74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$51,081.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$50,881.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$50,981.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$51,081.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 78, Jeep, Grand Cherokee 4xE Hybrid, WLXP74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 79, Nissan, Ariya Engage AWD, 24015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,892.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,840.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,840.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,892.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 80, Nissan, Ariya Engage FWD, 24415

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,812.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,755.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,755.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,840.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 82, Workhorse, All-Electric Workhorse Class 4 Cab Chassis, W4 CC

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 84, Recon, Hummer EV AWD Power Bike, Hummer EV AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Recon Power Bikes	$4,179.00	Build	Options
Northern	Primary	Recon Power Bikes	$4,179.00	Build	Options
Central	Primary	Recon Power Bikes	$4,179.00	Build	Options
Southern	Primary	Recon Power Bikes	$4,179.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 85, Specialized, Levo Comp Alloy, Levo Comp Alloy

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$5,984.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$5,784.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$5,784.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$6,134.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 86, Trek, Marlin+, Marlin+ 6

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,655.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,595.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,595.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,655.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Cargo

Item: 87, Specialized, Globe ST, Globe ST

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,750.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,550.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,550.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Cargo

Item: 88, Trek, Fetch - Cargo E-Bike, Fetch - Cargo E-Bike

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,480.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,480.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,695.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Commuter

Item: 90, Specialized, Vado 3.0, Vado 3.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,920.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,820.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,820.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,950.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Commuter

Item: 91, Trek, Dual Sport - Commuter E-Bike, Dual Sport - Commuter E-Bike

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,345.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,145.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,145.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,345.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 96, Recon, Commando Police Power Bike, Commando

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Recon Power Bikes	$2,979.00	Build	Options
Northern	Primary	Recon Power Bikes	$2,979.00	Build	Options
Central	Primary	Recon Power Bikes	$2,979.00	Build	Options
Southern	Primary	Recon Power Bikes	$2,979.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 97, Recon, Interceptor Police Power Bike, Interceptor

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Northern	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Central	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Southern	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 98, Specialized, Tero 3.0, Tero 3.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,670.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,520.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,520.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,680.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 99, Specialized, Turbo TeroX 4.0, Turbo TeroX 4.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,320.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,225.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,225.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,360.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 100, Trek, Service - Patrol Front Suspension, Service - Patrol Front Suspension

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,725.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,725.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 103, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1WT, CC10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,111.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,960.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,859.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,960.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 104, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1WT, CC10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,795.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,644.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,544.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,644.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 105, Chevrolet, Silverado 1500 Double Cab 1WT, CC10753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$37,616.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,464.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,416.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,314.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,516.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,213.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,616.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,314.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 106, Chevrolet, Silverado 1500 Regular Cab 1WT, CC10903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,370.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,296.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,219.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,119.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,219.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 107, Chevrolet, Silverado 2500HD Regular Cab 1WT, CC20903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,793.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,869.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,593.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,718.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,693.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,617.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,793.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,718.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 108, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172) 1WT, CC20943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,881.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,729.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,629.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,729.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 109, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4) 1WT, CC20953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,451.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,018.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,251.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,867.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$43,351.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,766.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,451.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,867.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 110, Chevrolet, Silverado 3500HD Regular 1WT DRW, CC30903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,688.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,537.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,842.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,436.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,537.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 111, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW, CC30943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,297.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,146.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,045.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,146.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 112, Chevrolet, Silverado 3500HD Double Cab 1WT DRW, CC30953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,334.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,182.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,082.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,182.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 113, ETR/Chevrolet, HD 2500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$122,259.00	Build	Options
Northern	Primary	ETR, L.L.C.	$121,539.00	Build	Options
Central	Primary	ETR, L.L.C.	$121,539.00	Build	Options
Southern	Primary	ETR, L.L.C.	$122,259.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 114, ETR/Chevrolet, HD 3500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$123,699.00	Build	Options
Northern	Primary	ETR, L.L.C.	$122,979.00	Build	Options
Central	Primary	ETR, L.L.C.	$122,979.00	Build	Options
Southern	Primary	ETR, L.L.C.	$123,699.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 115, ETR/Ford, F-250 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$122,943.00	Build	Options
Northern	Primary	ETR, L.L.C.	$122,223.00	Build	Options
Central	Primary	ETR, L.L.C.	$122,223.00	Build	Options
Southern	Primary	ETR, L.L.C.	$122,943.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 116, ETR/Ford, F-350 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$124,198.00	Build	Options
Northern	Primary	ETR, L.L.C.	$123,448.00	Build	Options
Central	Primary	ETR, L.L.C.	$123,448.00	Build	Options
Southern	Primary	ETR, L.L.C.	$124,198.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 117, ETR/Ram, 2500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$126,525.00	Build	Options
Northern	Primary	ETR, L.L.C.	$125,805.00	Build	Options
Central	Primary	ETR, L.L.C.	$125,805.00	Build	Options
Southern	Primary	ETR, L.L.C.	$126,525.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 118, ETR/Ram, 3500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$126,795.00	Build	Options
Northern	Primary	ETR, L.L.C.	$126,075.00	Build	Options
Central	Primary	ETR, L.L.C.	$126,075.00	Build	Options
Southern	Primary	ETR, L.L.C.	$126,795.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 119, Ford, F-150 XL Regular Cab, F1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$35,261.00	Build	Options
	Alternate	SAG COCOA LLC	$35,700.00	Build	Options
	Alternate	BOZARD FORD	$35,742.00	Build	Options
Northern	Primary	Duval Ford LLC	$35,041.00	Build	Options
	Alternate	SAG COCOA LLC	$35,340.00	Build	Options
	Alternate	BOZARD FORD	$35,581.00	Build	Options
Central	Primary	Duval Ford LLC	$35,141.00	Build	Options
	Alternate	SAG COCOA LLC	$35,288.00	Build	Options
	Alternate	BOZARD FORD	$35,668.00	Build	Options
Southern	Primary	Duval Ford LLC	$35,241.00	Build	Options
	Alternate	SAG COCOA LLC	$35,391.00	Build	Options
	Alternate	BOZARD FORD	$35,777.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 120, Ford, F-250 XL Super Duty Regular Cab SRW, F2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$41,611.00	Build	Options
	Alternate	Garber Ford Inc	$42,169.00	Build	Options
	Alternate	BOZARD FORD	$42,182.00	Build	Options
Northern	Primary	Duval Ford LLC	$41,391.00	Build	Options
	Alternate	BOZARD FORD	$41,807.00	Build	Options
	Alternate	Garber Ford Inc	$41,969.00	Build	Options
Central	Primary	Duval Ford LLC	$41,491.00	Build	Options
	Alternate	BOZARD FORD	$41,963.00	Build	Options
	Alternate	Garber Ford Inc	$42,069.00	Build	Options
Southern	Primary	Duval Ford LLC	$41,591.00	Build	Options
	Alternate	Garber Ford Inc	$42,169.00	Build	Options
	Alternate	BOZARD FORD	$42,306.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 121, Ford, F-350 XL Super Duty Regular Cab DRW, F3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,917.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,532.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,697.00	Build	Options
	Alternate	BOZARD FORD	$44,136.00	Build	Options
	Alternate	Garber Ford Inc	$44,298.00	Build	Options
Central	Primary	Duval Ford LLC	$43,797.00	Build	Options
	Alternate	BOZARD FORD	$44,300.00	Build	Options
	Alternate	Garber Ford Inc	$44,398.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,897.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,663.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 122, Ford, Ranger 4x2, R4B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,338.00	Build	Options
	Alternate	Garber Ford Inc	$30,442.00	Build	Options
	Alternate	BOZARD FORD	$30,501.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,118.00	Build	Options
	Alternate	Garber Ford Inc	$30,242.00	Build	Options
	Alternate	BOZARD FORD	$30,382.00	Build	Options
Central	Primary	Duval Ford LLC	$30,218.00	Build	Options
	Alternate	Garber Ford Inc	$30,342.00	Build	Options
	Alternate	BOZARD FORD	$30,442.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,318.00	Build	Options
	Alternate	Garber Ford Inc	$30,442.00	Build	Options
	Alternate	BOZARD FORD	$30,603.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 123, Ford, F-150 XL Super Crew Cab, W1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$37,952.00	Build	Options
	Alternate	Garber Ford Inc	$38,461.00	Build	Options
	Alternate	BOZARD FORD	$38,711.00	Build	Options
Northern	Primary	Duval Ford LLC	$37,732.00	Build	Options
	Alternate	BOZARD FORD	$38,202.00	Build	Options
	Alternate	Garber Ford Inc	$38,261.00	Build	Options
Central	Primary	Duval Ford LLC	$37,832.00	Build	Options
	Alternate	Garber Ford Inc	$38,361.00	Build	Options
	Alternate	BOZARD FORD	$38,540.00	Build	Options
Southern	Primary	Duval Ford LLC	$37,932.00	Build	Options
	Alternate	Garber Ford Inc	$38,461.00	Build	Options
	Alternate	BOZARD FORD	$38,796.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 124, Ford, F-250 Super Duty XL Crew Cab, W2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,080.00	Build	Options
	Alternate	Garber Ford Inc	$45,650.00	Build	Options
	Alternate	BOZARD FORD	$45,694.00	Build	Options
Northern	Primary	Duval Ford LLC	$44,860.00	Build	Options
	Alternate	BOZARD FORD	$45,288.00	Build	Options
	Alternate	Garber Ford Inc	$45,450.00	Build	Options
Central	Primary	Duval Ford LLC	$44,960.00	Build	Options
	Alternate	BOZARD FORD	$45,456.00	Build	Options
	Alternate	Garber Ford Inc	$45,550.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,060.00	Build	Options
	Alternate	Garber Ford Inc	$45,650.00	Build	Options
	Alternate	BOZARD FORD	$45,828.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 125, Ford, F-350 XL Super Duty Crew Cab DRW, W3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,649.00	Build	Options
	Alternate	Garber Ford Inc	$57,357.00	Build	Options
	Alternate	BOZARD FORD	$57,503.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,429.00	Build	Options
	Alternate	BOZARD FORD	$56,992.00	Build	Options
	Alternate	Garber Ford Inc	$57,157.00	Build	Options
Central	Primary	Duval Ford LLC	$56,529.00	Build	Options
	Alternate	Garber Ford Inc	$57,257.00	Build	Options
	Alternate	SAG COCOA LLC	$58,928.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,629.00	Build	Options
	Alternate	Garber Ford Inc	$57,357.00	Build	Options
	Alternate	BOZARD FORD	$57,672.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 126, Ford, Maverick 4x2, W8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$26,173.00	Build	Options
	Alternate	BOZARD FORD	$26,256.00	Build	Options
	Alternate	Garber Ford Inc	$26,304.00	Build	Options
Northern	Primary	Duval Ford LLC	$25,953.00	Build	Options
	Alternate	Garber Ford Inc	$26,104.00	Build	Options
	Alternate	BOZARD FORD	$26,171.00	Build	Options
Central	Primary	Duval Ford LLC	$26,053.00	Build	Options
	Alternate	BOZARD FORD	$26,199.00	Build	Options
	Alternate	Garber Ford Inc	$26,204.00	Build	Options
Southern	Primary	Duval Ford LLC	$26,153.00	Build	Options
	Alternate	BOZARD FORD	$26,302.00	Build	Options
	Alternate	Garber Ford Inc	$26,304.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 127, Ford, F-150 XL Super Cab, X1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,825.00	Build	Options
	Alternate	Garber Ford Inc	$37,322.00	Build	Options
	Alternate	BOZARD FORD	$37,472.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,605.00	Build	Options
	Alternate	Garber Ford Inc	$37,122.00	Build	Options
	Alternate	BOZARD FORD	$37,304.00	Build	Options
Central	Primary	Duval Ford LLC	$36,705.00	Build	Options
	Alternate	Garber Ford Inc	$37,222.00	Build	Options
	Alternate	BOZARD FORD	$37,395.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,805.00	Build	Options
	Alternate	Garber Ford Inc	$37,322.00	Build	Options
	Alternate	BOZARD FORD	$37,509.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 128, Ford, F-250 XL Super Duty Super Cab, X2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,917.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,555.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,697.00	Build	Options
	Alternate	BOZARD FORD	$43,952.00	Build	Options
	Alternate	Garber Ford Inc	$44,298.00	Build	Options
Central	Primary	Duval Ford LLC	$43,797.00	Build	Options
	Alternate	BOZARD FORD	$44,337.00	Build	Options
	Alternate	Garber Ford Inc	$44,398.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,897.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,703.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 129, Ford, F-350 XL Super Duty Super Cab DRW, X3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$56,021.00	Build	Options
	Alternate	BOZARD FORD	$56,420.00	Build	Options
	Alternate	SAG COCOA LLC	$57,968.00	Build	Options
Northern	Primary	BOZARD FORD	$55,656.00	Build	Options
	Alternate	Garber Ford Inc	$55,821.00	Build	Options
	Alternate	SAG COCOA LLC	$57,607.00	Build	Options
Central	Primary	Garber Ford Inc	$55,921.00	Build	Options
	Alternate	BOZARD FORD	$56,144.00	Build	Options
	Alternate	SAG COCOA LLC	$57,555.00	Build	Options
Southern	Primary	Garber Ford Inc	$56,021.00	Build	Options
	Alternate	BOZARD FORD	$56,607.00	Build	Options
	Alternate	SAG COCOA LLC	$57,659.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 130, GMC, Sierra 1500 Crew Cab 1 SA 4x2, TC10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,331.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,542.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,180.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,079.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,180.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 131, Nissan, Frontier S V6 4x2 CC A/T, 32115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,970.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,925.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,925.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,985.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 132, Nissan, Frontier SV SWB 4x2 CC A/T, 32315

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,662.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,612.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,612.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,597.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 133, Nissan, Frontier SV LWB 4x2 CC A/T, 33115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,172.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,132.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,112.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,197.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 134, Ram, 3500 Tradesman Regular Cab DRW, D23L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$44,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$44,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 135, Ram, 3500 Tradesman Crew Cab DRW, D23L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 136, Ram, 2500 Tradesman Regular Cab, DJ2L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$40,846.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,646.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,746.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,846.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 137, Ram, 2500 Tradesman Crew Cab, DJ2L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,894.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,694.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,794.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,894.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 138, Ram, 1500 Big Horn Quad Cab 4x2 6.4 Bed, DT1H41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$39,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$39,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 139, Ram, 1500 Big Horn Crew Cab 4x2 6.4 Bed, DT1H91

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 140, Ram, 1500 Big Horn Crew Cab 4x2 5.7 Bed, DT1H98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$41,826.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,626.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$41,726.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,826.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 141, Ram, 1500 Tradesman Quad Cab, DT1L41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$37,526.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,326.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,426.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,526.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 142, Ram, 1500 Tradesman Crew Cab, DT1L98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$38,594.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,394.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$38,494.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,594.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 143, Toyota, Tacoma SR Xtra cab 4X2, 7162

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$31,720.00	Build	Options
Northern	Primary	Seminole Toyota	$31,720.00	Build	Options
Central	Primary	Seminole Toyota	$31,720.00	Build	Options
Southern	Primary	Seminole Toyota	$31,720.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 144, Toyota, Tacoma SR Double Cab 4x2, 7186

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$33,717.00	Build	Options
Northern	Primary	Seminole Toyota	$33,717.00	Build	Options
Central	Primary	Seminole Toyota	$33,717.00	Build	Options
Southern	Primary	Seminole Toyota	$33,717.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 145, Toyota, Tundra CrewMax SR 4x2, 8248

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$41,138.00	Build	Options
Northern	Primary	Seminole Toyota	$41,138.00	Build	Options
Central	Primary	Seminole Toyota	$41,138.00	Build	Options
Southern	Primary	Seminole Toyota	$41,138.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 146, Toyota, Tundra SR Double Cab, 8242

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$39,714.00	Build	Options
Northern	Primary	Seminole Toyota	$39,714.00	Build	Options
Central	Primary	Seminole Toyota	$39,714.00	Build	Options
Southern	Primary	Seminole Toyota	$39,714.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 147, Toyota, Tundra SR5 CrewMax, 8261

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$46,530.00	Build	Options
Northern	Primary	Seminole Toyota	$46,530.00	Build	Options
Central	Primary	Seminole Toyota	$46,530.00	Build	Options
Southern	Primary	Seminole Toyota	$46,530.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 148, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1LT 4x4, CK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$48,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,835.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$48,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,684.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$48,583.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$48,596.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$48,684.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$48,696.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 149, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1WT 4x4, CK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,356.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,603.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,156.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,451.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,256.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,351.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,356.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,451.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 150, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1LT 4x4, CK10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$49,110.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$48,959.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$48,859.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$48,959.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 151, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1WT 4x4, CK10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,884.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,442.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,733.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,542.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,632.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,733.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 152, Chevrolet, Silverado 1500 Double Cab 1WT 4x4, CK10753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,452.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,966.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,301.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,066.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,200.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,301.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 153, Chevrolet, Silverado 1500 Regular Cab 1WT 4x4, CK10903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,577.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,426.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,325.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,426.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 154, Chevrolet, Silverado 2500HD Crew Cab (Standard Bed 158.9) 1WT 4x4, CK20743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,182.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,676.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,982.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,525.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,082.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,424.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,182.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,525.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 155, Chevrolet, Silverado 2500HD Double Cab (Standard Bed 149.4) 1WT 4x4, CK20753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,813.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,662.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,561.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,662.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 156, Chevrolet, Silverado 2500HD Regular Cab 1WT 4x4, CK20903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,812.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,352.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,612.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,201.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,712.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,100.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,812.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,201.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 157, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172) 1WT 4x4, CK20943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,860.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,709.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,266.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,608.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,709.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 158, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4) 1WT 4x4, CK20953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,466.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,997.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,266.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,846.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,746.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,466.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,846.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 159, Chevrolet, Silverado 3500HD Regular Cab 1WT DRW 4x4, CK30903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,068.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,567.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,868.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,416.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$46,968.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,315.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,068.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,416.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 160, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW 4x4, CK30943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$49,629.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,075.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,429.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,924.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$49,529.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,823.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,629.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,924.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 161, Chevrolet, Silverado 3500HD Double Cab 1WT SRW 4x4, CK30953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$46,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,105.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,954.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$46,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,853.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,954.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 162, Ford, F-150 XL Regular Cab 4x4, F1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$39,720.00	Build	Options
	Alternate	SAG COCOA LLC	$40,386.00	Build	Options
	Alternate	BOZARD FORD	$40,436.00	Build	Options
Northern	Primary	Duval Ford LLC	$39,500.00	Build	Options
	Alternate	SAG COCOA LLC	$40,024.00	Build	Options
	Alternate	Garber Ford Inc	$40,244.00	Build	Options
Central	Primary	Duval Ford LLC	$39,600.00	Build	Options
	Alternate	SAG COCOA LLC	$39,972.00	Build	Options
	Alternate	Garber Ford Inc	$40,344.00	Build	Options
Southern	Primary	Duval Ford LLC	$39,700.00	Build	Options
	Alternate	SAG COCOA LLC	$40,076.00	Build	Options
	Alternate	Garber Ford Inc	$40,444.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 163, Ford, F-250 XL Super Duty Regular Cab 4x4, F2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,149.00	Build	Options
	Alternate	Garber Ford Inc	$44,732.00	Build	Options
	Alternate	BOZARD FORD	$44,768.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,929.00	Build	Options
	Alternate	BOZARD FORD	$44,370.00	Build	Options
	Alternate	Garber Ford Inc	$44,532.00	Build	Options
Central	Primary	Duval Ford LLC	$44,029.00	Build	Options
	Alternate	BOZARD FORD	$44,535.00	Build	Options
	Alternate	Garber Ford Inc	$44,632.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,129.00	Build	Options
	Alternate	Garber Ford Inc	$44,732.00	Build	Options
	Alternate	BOZARD FORD	$44,900.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 164, Ford, F-350 XL Super Duty Regular Cab DRW 4x4, F3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,463.00	Build	Options
	Alternate	SAG COCOA LLC	$46,729.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,243.00	Build	Options
	Alternate	BOZARD FORD	$46,707.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
Central	Primary	Duval Ford LLC	$46,343.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	SAG COCOA LLC	$47,256.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,443.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
	Alternate	BOZARD FORD	$47,264.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 165, Ford, Ranger 4x4, R4P

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$33,710.00	Build	Options
	Alternate	Garber Ford Inc	$33,863.00	Build	Options
	Alternate	BOZARD FORD	$33,970.00	Build	Options
Northern	Primary	Duval Ford LLC	$33,490.00	Build	Options
	Alternate	Garber Ford Inc	$33,663.00	Build	Options
	Alternate	BOZARD FORD	$33,837.00	Build	Options
Central	Primary	Duval Ford LLC	$33,590.00	Build	Options
	Alternate	Garber Ford Inc	$33,763.00	Build	Options
	Alternate	BOZARD FORD	$33,904.00	Build	Options
Southern	Primary	Duval Ford LLC	$33,690.00	Build	Options
	Alternate	Garber Ford Inc	$33,863.00	Build	Options
	Alternate	BOZARD FORD	$34,083.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 166, Ford, F-150 Super Crew Hybrid, W1F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,639.00	Build	Options
	Alternate	Garber Ford Inc	$46,224.00	Build	Options
	Alternate	BOZARD FORD	$46,495.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,419.00	Build	Options
	Alternate	Garber Ford Inc	$46,024.00	Build	Options
	Alternate	BOZARD FORD	$46,286.00	Build	Options
Central	Primary	Duval Ford LLC	$45,519.00	Build	Options
	Alternate	Garber Ford Inc	$46,124.00	Build	Options
	Alternate	BOZARD FORD	$46,400.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,619.00	Build	Options
	Alternate	Garber Ford Inc	$46,224.00	Build	Options
	Alternate	BOZARD FORD	$46,541.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 167, Ford, F-150 XL Crew Cab 4x4, W1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$41,504.00	Build	Options
	Alternate	Garber Ford Inc	$42,048.00	Build	Options
	Alternate	BOZARD FORD	$42,262.00	Build	Options
Northern	Primary	Duval Ford LLC	$41,284.00	Build	Options
	Alternate	Garber Ford Inc	$41,848.00	Build	Options
	Alternate	BOZARD FORD	$41,995.00	Build	Options
Central	Primary	Duval Ford LLC	$41,384.00	Build	Options
	Alternate	Garber Ford Inc	$41,948.00	Build	Options
	Alternate	BOZARD FORD	$42,146.00	Build	Options
Southern	Primary	Duval Ford LLC	$41,484.00	Build	Options
	Alternate	Garber Ford Inc	$42,048.00	Build	Options
	Alternate	BOZARD FORD	$42,303.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 168, Ford, F-250 XL Super Duty Crew Cab 4x4, W2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,603.00	Build	Options
	Alternate	Garber Ford Inc	$48,221.00	Build	Options
	Alternate	BOZARD FORD	$48,240.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,383.00	Build	Options
	Alternate	BOZARD FORD	$47,816.00	Build	Options
	Alternate	Garber Ford Inc	$48,021.00	Build	Options
Central	Primary	Duval Ford LLC	$47,483.00	Build	Options
	Alternate	BOZARD FORD	$47,989.00	Build	Options
	Alternate	Garber Ford Inc	$48,121.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,583.00	Build	Options
	Alternate	Garber Ford Inc	$48,221.00	Build	Options
	Alternate	BOZARD FORD	$48,287.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 169, Ford, F-350 XL Super Duty Crew Cab DRW 4x4, W3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,095.00	Build	Options
	Alternate	Garber Ford Inc	$50,738.00	Build	Options
	Alternate	BOZARD FORD	$50,826.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,875.00	Build	Options
	Alternate	BOZARD FORD	$50,374.00	Build	Options
	Alternate	Garber Ford Inc	$50,538.00	Build	Options
Central	Primary	Duval Ford LLC	$49,975.00	Build	Options
	Alternate	BOZARD FORD	$50,561.00	Build	Options
	Alternate	Garber Ford Inc	$50,638.00	Build	Options
Southern	Primary	Duval Ford LLC	$50,075.00	Build	Options
	Alternate	Garber Ford Inc	$50,738.00	Build	Options
	Alternate	BOZARD FORD	$50,975.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 170, Ford, F-150 XLT Crew Cab 4x4, W3L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,038.00	Build	Options
	Alternate	Garber Ford Inc	$44,849.00	Build	Options
	Alternate	BOZARD FORD	$44,879.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,818.00	Build	Options
	Alternate	Garber Ford Inc	$44,649.00	Build	Options
	Alternate	BOZARD FORD	$44,721.00	Build	Options
Central	Primary	Duval Ford LLC	$43,918.00	Build	Options
	Alternate	Garber Ford Inc	$44,749.00	Build	Options
	Alternate	BOZARD FORD	$44,787.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,018.00	Build	Options
	Alternate	Garber Ford Inc	$44,849.00	Build	Options
	Alternate	BOZARD FORD	$44,923.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 171, Ford, Maverick 4x4, W8B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$26,579.00	Build	Options
	Alternate	BOZARD FORD	$26,667.00	Build	Options
	Alternate	SAG COCOA LLC	$28,717.00	Build	Options
Northern	Primary	Duval Ford LLC	$26,359.00	Build	Options
	Alternate	BOZARD FORD	$26,581.00	Build	Options
	Alternate	SAG COCOA LLC	$28,356.00	Build	Options
Central	Primary	Duval Ford LLC	$26,459.00	Build	Options
	Alternate	BOZARD FORD	$26,610.00	Build	Options
	Alternate	SAG COCOA LLC	$28,307.00	Build	Options
Southern	Primary	Duval Ford LLC	$26,559.00	Build	Options
	Alternate	BOZARD FORD	$26,714.00	Build	Options
	Alternate	SAG COCOA LLC	$28,409.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 172, Ford, F-150 XL Super Cab 4x4, X1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$40,300.00	Build	Options
	Alternate	Garber Ford Inc	$40,832.00	Build	Options
	Alternate	BOZARD FORD	$41,030.00	Build	Options
Northern	Primary	Duval Ford LLC	$40,080.00	Build	Options
	Alternate	Garber Ford Inc	$40,632.00	Build	Options
	Alternate	BOZARD FORD	$40,845.00	Build	Options
Central	Primary	Duval Ford LLC	$40,180.00	Build	Options
	Alternate	Garber Ford Inc	$40,732.00	Build	Options
	Alternate	BOZARD FORD	$40,945.00	Build	Options
Southern	Primary	Duval Ford LLC	$40,280.00	Build	Options
	Alternate	Garber Ford Inc	$40,832.00	Build	Options
	Alternate	BOZARD FORD	$41,070.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 173, Ford, F-250 XL Super Duty Super Cab 4x4, X2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,463.00	Build	Options
	Alternate	BOZARD FORD	$46,883.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,243.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
	Alternate	BOZARD FORD	$47,471.00	Build	Options
Central	Primary	Duval Ford LLC	$46,343.00	Build	Options
	Alternate	BOZARD FORD	$46,641.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,443.00	Build	Options
	Alternate	BOZARD FORD	$46,929.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 174, Ford, F-350 XL Super Duty Super Cab DRW 4x4, X3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$49,387.00	Build	Options
	Alternate	BOZARD FORD	$49,464.00	Build	Options
	Alternate	SAG COCOA LLC	$50,656.00	Build	Options
Northern	Primary	BOZARD FORD	$49,024.00	Build	Options
	Alternate	Garber Ford Inc	$49,187.00	Build	Options
	Alternate	SAG COCOA LLC	$50,299.00	Build	Options
Central	Primary	BOZARD FORD	$49,206.00	Build	Options
	Alternate	Garber Ford Inc	$49,287.00	Build	Options
	Alternate	SAG COCOA LLC	$50,248.00	Build	Options
Southern	Primary	Garber Ford Inc	$49,387.00	Build	Options
	Alternate	BOZARD FORD	$49,609.00	Build	Options
	Alternate	SAG COCOA LLC	$50,350.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 175, Ford, F-150 XLT Super Cab 4x4, X3L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$42,903.00	Build	Options
	Alternate	BOZARD FORD	$43,695.00	Build	Options
	Alternate	Garber Ford Inc	$43,827.00	Build	Options
Northern	Primary	Duval Ford LLC	$42,683.00	Build	Options
	Alternate	BOZARD FORD	$43,541.00	Build	Options
	Alternate	Garber Ford Inc	$43,627.00	Build	Options
Central	Primary	Duval Ford LLC	$42,783.00	Build	Options
	Alternate	BOZARD FORD	$43,605.00	Build	Options
	Alternate	Garber Ford Inc	$43,727.00	Build	Options
Southern	Primary	Duval Ford LLC	$42,883.00	Build	Options
	Alternate	BOZARD FORD	$43,737.00	Build	Options
	Alternate	Garber Ford Inc	$43,827.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 176, GMC, Sierra 1500 Crew Cab 1 SA 4x4, TK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,318.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,167.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$43,066.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$43,096.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$43,167.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$43,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 177, GMC, Sierra 2500HD Crew Cab (Standard Bed 158.9) 1SA 4x4, TK20743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,279.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,826.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,128.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,926.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,028.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,128.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 178, Jeep, Gladiator Sport 4x4, JTJL98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,848.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,648.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,748.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,848.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 179, Nissan, Frontier S V6 4x4 CC A/T, 32015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,827.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,773.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,773.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,817.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 180, Nissan, Frontier SV SWB 4x4 CC A/T, 32215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,820.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,764.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,752.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,812.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 181, Nissan, Frontier SV LWB 4x4 CC A/T, 33215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,220.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,264.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,252.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,221.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 182, Ram, 3500 Tradesman Regular Cab DRW 4x4, D28L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,913.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,713.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,813.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,913.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 183, Ram, 3500 Tradesman Crew Cab DRW 4x4, D28L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$48,986.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,786.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,886.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,986.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 184, Ram, 2500 Tradesman Regular Cab 4x4, DJ7L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$43,621.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,421.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$43,521.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,621.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 185, Ram, 2500 Tradesman Crew Cab 4x4, DJ7L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$45,672.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,472.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,572.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,672.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 186, Ram, 1500 Big Horn Quad Cab 4x4 6.4 Bed, DT6H41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,807.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,607.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,707.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,807.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 187, Ram, 1500 Big Horn Crew Cab 4x4 6.4 Bed, DT6H91

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$48,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$47,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 188, Ram, 1500 Big Horn Crew Cab 4x4 5.7 Bed, DT6H98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,255.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$44,355.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 189, Toyota, Tacoma SR Xtra cab 4x4, 7514

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$34,750.00	Build	Options
Northern	Primary	Seminole Toyota	$34,750.00	Build	Options
Central	Primary	Seminole Toyota	$34,750.00	Build	Options
Southern	Primary	Seminole Toyota	$34,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 190, Toyota, Tacoma SR Double Cab 4x4, 7594

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$36,805.00	Build	Options
Northern	Primary	Seminole Toyota	$36,805.00	Build	Options
Central	Primary	Seminole Toyota	$36,805.00	Build	Options
Southern	Primary	Seminole Toyota	$36,805.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 191, Toyota, Tundra CrewMax SR 4x4, 8348

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$43,929.00	Build	Options
Northern	Primary	Seminole Toyota	$43,929.00	Build	Options
Central	Primary	Seminole Toyota	$43,929.00	Build	Options
Southern	Primary	Seminole Toyota	$43,929.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 192, Toyota, Tundra SR Double Cab 4x4, 8342

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$42,668.00	Build	Options
Northern	Primary	Seminole Toyota	$42,668.00	Build	Options
Central	Primary	Seminole Toyota	$42,668.00	Build	Options
Southern	Primary	Seminole Toyota	$42,668.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 193, Toyota, Tundra SR5 CrewMax 4x4, 8361

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$49,207.00	Build	Options
Northern	Primary	Seminole Toyota	$49,207.00	Build	Options
Central	Primary	Seminole Toyota	$49,207.00	Build	Options
Southern	Primary	Seminole Toyota	$49,207.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 198, Chevrolet, Blazer EV PPV, 1MF26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$55,963.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,495.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,763.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,344.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$55,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,243.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,963.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,344.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 199, Chevrolet, Tahoe 4x2 PPV, CC10706/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$50,976.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$50,776.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$50,876.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$50,976.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 200, Chevrolet, Silverado 4x4 PPV, CK10543/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$49,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,478.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,327.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$49,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,226.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,327.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 201, Chevrolet, Tahoe 4x4 PPV, CK10706/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$53,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,376.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,786.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,225.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$53,886.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,124.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,225.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 202, Dodge, Durango Pursuit V6 AWD, WDEE75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,196.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,996.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,096.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 203, Dodge, Durango Pursuit V8 AWD, WDEE75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,122.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,922.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,022.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,122.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 204, Ford, Interceptor Utility AWD 3.0L EcoBoost, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$46,923.00	Build	Options
	Alternate	Duval Ford LLC	$47,040.00	Build	Options
	Alternate	BOZARD FORD	$47,259.00	Build	Options
Northern	Primary	Garber Ford Inc	$46,723.00	Build	Options
	Alternate	Duval Ford LLC	$46,820.00	Build	Options
	Alternate	BOZARD FORD	$47,110.00	Build	Options
Central	Primary	Garber Ford Inc	$46,823.00	Build	Options
	Alternate	Duval Ford LLC	$46,920.00	Build	Options
	Alternate	BOZARD FORD	$47,161.00	Build	Options
Southern	Primary	Garber Ford Inc	$46,923.00	Build	Options
	Alternate	Duval Ford LLC	$47,020.00	Build	Options
	Alternate	BOZARD FORD	$47,296.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 205, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,069.00	Build	Options
	Alternate	BOZARD FORD	$44,320.00	Build	Options
Northern	Primary	Garber Ford Inc	$43,759.00	Build	Options
	Alternate	Duval Ford LLC	$43,849.00	Build	Options
	Alternate	BOZARD FORD	$43,981.00	Build	Options
Central	Primary	Garber Ford Inc	$43,859.00	Build	Options
	Alternate	Duval Ford LLC	$43,949.00	Build	Options
	Alternate	BOZARD FORD	$44,133.00	Build	Options
Southern	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,049.00	Build	Options
	Alternate	BOZARD FORD	$44,337.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 206, Ford, Interceptor Utility AWD Hybrid 3.3L, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$46,072.00	Build	Options
	Alternate	Duval Ford LLC	$46,186.00	Build	Options
	Alternate	BOZARD FORD	$46,395.00	Build	Options
Northern	Primary	Garber Ford Inc	$45,872.00	Build	Options
	Alternate	Duval Ford LLC	$45,966.00	Build	Options
	Alternate	BOZARD FORD	$46,249.00	Build	Options
Central	Primary	Garber Ford Inc	$45,972.00	Build	Options
	Alternate	Duval Ford LLC	$46,066.00	Build	Options
	Alternate	BOZARD FORD	$46,299.00	Build	Options
Southern	Primary	Garber Ford Inc	$46,072.00	Build	Options
	Alternate	Duval Ford LLC	$46,166.00	Build	Options
	Alternate	BOZARD FORD	$46,431.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 207, Ford, Police Responder F-150 Crew Cab 4x4, W1P

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$46,215.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options
	Alternate	Duval Ford LLC	$46,399.00	Build	Options
Northern	Primary	BOZARD FORD	$46,011.00	Build	Options
	Alternate	Duval Ford LLC	$46,179.00	Build	Options
	Alternate	Garber Ford Inc	$46,191.00	Build	Options
Central	Primary	BOZARD FORD	$46,079.00	Build	Options
	Alternate	Duval Ford LLC	$46,279.00	Build	Options
	Alternate	Garber Ford Inc	$46,291.00	Build	Options
Southern	Primary	BOZARD FORD	$46,301.00	Build	Options
	Alternate	Duval Ford LLC	$46,379.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 209, Chevrolet, Silverado 1500 Special Service Vehicle 4x4, CK10543/5W4

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,470.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,663.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,319.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,763.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,218.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,319.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 210, Chevrolet, Tahoe 4x4 SSV, CK10706/5W4

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$53,336.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,735.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,136.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,584.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$53,236.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,483.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,336.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,584.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 211, Ford, Expedition SSV, U1G.102A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,113.00	Build	Options
	Alternate	Garber Ford Inc	$50,795.00	Build	Options
	Alternate	SAG COCOA LLC	$52,284.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,893.00	Build	Options
	Alternate	Garber Ford Inc	$50,595.00	Build	Options
	Alternate	SAG COCOA LLC	$51,925.00	Build	Options
Central	Primary	Duval Ford LLC	$49,993.00	Build	Options
	Alternate	Garber Ford Inc	$50,695.00	Build	Options
	Alternate	SAG COCOA LLC	$51,874.00	Build	Options
Southern	Primary	Duval Ford LLC	$50,093.00	Build	Options
	Alternate	Garber Ford Inc	$50,795.00	Build	Options
	Alternate	SAG COCOA LLC	$52,052.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 212, Chevrolet, Traverse LS FWD, 1LE56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$37,796.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,596.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,696.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,796.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 213, Chevrolet, Blazer FWD, 1NK26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$33,646.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,816.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,446.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,665.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$33,546.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,564.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,646.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,665.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 214, Chevrolet, Trailblazer FWD, 1TR56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$23,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,202.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$22,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,051.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$22,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$23,950.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$23,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,051.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 215, Chevrolet, Trax FWD, 1TR58

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$21,128.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,165.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$20,928.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,014.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$21,028.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$21,913.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$21,128.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,014.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 216, Chevrolet, Equinox AWD, 1PT26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$30,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,410.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$29,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,259.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$30,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,158.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$30,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,259.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 217, Chevrolet, Equinox FWD, 1PT26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$28,357.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,548.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,157.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,397.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$28,257.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,296.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,357.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,397.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 218, Chevrolet, Tahoe 4x2 1FL, CC10706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$55,822.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,622.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$55,722.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,822.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 219, Chevrolet, Suburban 4x2 1FL, CC10906

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$58,149.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,949.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$58,049.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$58,149.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 220, Ford, Expedition MAX Active 4x2, K1H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,659.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,428.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,439.00	Build	Options
	Alternate	Garber Ford Inc	$56,956.00	Build	Options
	Alternate	BOZARD FORD	$57,147.00	Build	Options
Central	Primary	Duval Ford LLC	$56,539.00	Build	Options
	Alternate	Garber Ford Inc	$57,056.00	Build	Options
	Alternate	BOZARD FORD	$57,215.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,639.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,473.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 221, Ford, Explorer Active RWD, K7D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,447.00	Build	Options
	Alternate	BOZARD FORD	$36,604.00	Build	Options
	Alternate	Garber Ford Inc	$37,737.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,227.00	Build	Options
	Alternate	BOZARD FORD	$36,522.00	Build	Options
	Alternate	SAG COCOA LLC	$37,418.00	Build	Options
Central	Primary	Duval Ford LLC	$36,327.00	Build	Options
	Alternate	BOZARD FORD	$36,561.00	Build	Options
	Alternate	SAG COCOA LLC	$37,366.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,427.00	Build	Options
	Alternate	BOZARD FORD	$36,629.00	Build	Options
	Alternate	SAG COCOA LLC	$37,469.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 222, Ford, Escape ST-Line Hybrid FWD, U0M/99Z

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,802.00	Build	Options
	Alternate	BOZARD FORD	$30,882.00	Build	Options
	Alternate	Garber Ford Inc	$31,566.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,582.00	Build	Options
	Alternate	BOZARD FORD	$30,830.00	Build	Options
	Alternate	Garber Ford Inc	$31,366.00	Build	Options
Central	Primary	Duval Ford LLC	$30,682.00	Build	Options
	Alternate	BOZARD FORD	$30,845.00	Build	Options
	Alternate	Garber Ford Inc	$31,466.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,782.00	Build	Options
	Alternate	BOZARD FORD	$30,903.00	Build	Options
	Alternate	Garber Ford Inc	$31,566.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 223, Ford, Expedition Active 4x2, U1H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,881.00	Build	Options
	Alternate	BOZARD FORD	$54,604.00	Build	Options
	Alternate	Garber Ford Inc	$54,848.00	Build	Options
Northern	Primary	Duval Ford LLC	$53,661.00	Build	Options
	Alternate	BOZARD FORD	$54,337.00	Build	Options
	Alternate	Garber Ford Inc	$54,648.00	Build	Options
Central	Primary	Duval Ford LLC	$53,761.00	Build	Options
	Alternate	BOZARD FORD	$54,401.00	Build	Options
	Alternate	Garber Ford Inc	$54,748.00	Build	Options
Southern	Primary	Duval Ford LLC	$53,861.00	Build	Options
	Alternate	BOZARD FORD	$54,646.00	Build	Options
	Alternate	Garber Ford Inc	$54,848.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 224, GMC, Terrain SLE FWD, TXL26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$26,934.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$26,734.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$26,834.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$26,934.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 225, Jeep, Grand Cherokee Laredo 4x2 2-Row, WLTH74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 226, Jeep, Wagoneer 4x2 Series I, WSTM75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,196.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$61,996.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,096.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 227, Kia, Sportage, 42222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,300.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,750.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$30,995.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 228, Kia, Kia Sorento, 73222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,750.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,950.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$34,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 229, Kia, Tellluride, J42222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,250.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,500.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,995.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 230, Nissan, Armada SV 4x2, 26115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,390.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,362.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,312.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,390.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 231, Toyota, Corolla Cross L FWD, 6301

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$24,927.00	Build	Options
Northern	Primary	Seminole Toyota	$24,927.00	Build	Options
Central	Primary	Seminole Toyota	$24,927.00	Build	Options
Southern	Primary	Seminole Toyota	$24,927.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 232, Toyota, Grand Highlander LE FWD, 6700

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$42,438.00	Build	Options
Northern	Primary	Seminole Toyota	$42,438.00	Build	Options
Central	Primary	Seminole Toyota	$42,438.00	Build	Options
Southern	Primary	Seminole Toyota	$42,438.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 233, Toyota, Highlander LE FWD, 6946

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$37,811.00	Build	Options
Northern	Primary	Seminole Toyota	$37,811.00	Build	Options
Central	Primary	Seminole Toyota	$37,811.00	Build	Options
Southern	Primary	Seminole Toyota	$37,811.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 234, Toyota, Rav4 LE, 4430

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$28,989.00	Build	Options
Northern	Primary	Seminole Toyota	$28,989.00	Build	Options
Central	Primary	Seminole Toyota	$28,989.00	Build	Options
Southern	Primary	Seminole Toyota	$28,989.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 235, Nissan, Rogue S FWD, 22115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$26,021.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,936.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,936.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,992.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 236, Nissan, Pathfinder S FWD, 25115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,820.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,771.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,771.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,804.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 237, Chevrolet, Blazer AWD, 1NR26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,329.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,178.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,077.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,178.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 238, Chevrolet, Traverse LS AWD, 1NV56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,496.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,596.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 239, Chevrolet, Trailblazer AWD LS, 1TV56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$24,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$26,084.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$24,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,933.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$24,842.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,832.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$24,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,933.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 240, Chevrolet, Tahoe 4x4 1FL 21, CK10706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$56,665.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,393.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$56,465.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,242.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$56,565.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,141.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$56,665.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,242.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 241, Chevrolet, Suburban 4x4 1FL, CK10906

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$60,959.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$60,759.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$60,859.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$60,959.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 242, Ford, Expedition MAX SSV 4x4, K1G.102A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,766.00	Build	Options
	Alternate	Garber Ford Inc	$53,092.00	Build	Options
	Alternate	SAG COCOA LLC	$55,013.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,546.00	Build	Options
	Alternate	Garber Ford Inc	$52,892.00	Build	Options
	Alternate	SAG COCOA LLC	$54,654.00	Build	Options
Central	Primary	Duval Ford LLC	$52,646.00	Build	Options
	Alternate	Garber Ford Inc	$52,992.00	Build	Options
	Alternate	SAG COCOA LLC	$54,603.00	Build	Options
Southern	Primary	Duval Ford LLC	$52,746.00	Build	Options
	Alternate	Garber Ford Inc	$53,092.00	Build	Options
	Alternate	SAG COCOA LLC	$54,705.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 243, Ford, Explorer Active AWD, K8D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$38,299.00	Build	Options
	Alternate	BOZARD FORD	$38,481.00	Build	Options
	Alternate	Garber Ford Inc	$38,577.00	Build	Options
Northern	Primary	Duval Ford LLC	$38,079.00	Build	Options
	Alternate	Garber Ford Inc	$38,377.00	Build	Options
	Alternate	BOZARD FORD	$38,394.00	Build	Options
Central	Primary	Duval Ford LLC	$38,179.00	Build	Options
	Alternate	BOZARD FORD	$38,436.00	Build	Options
	Alternate	Garber Ford Inc	$38,477.00	Build	Options
Southern	Primary	Duval Ford LLC	$38,279.00	Build	Options
	Alternate	BOZARD FORD	$38,507.00	Build	Options
	Alternate	Garber Ford Inc	$38,577.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 244, Ford, Bronco Sport, R9B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$28,009.00	Build	Options
	Alternate	BOZARD FORD	$28,127.00	Build	Options
	Alternate	Garber Ford Inc	$28,164.00	Build	Options
Northern	Primary	Duval Ford LLC	$27,789.00	Build	Options
	Alternate	Garber Ford Inc	$27,964.00	Build	Options
	Alternate	BOZARD FORD	$28,105.00	Build	Options
Central	Primary	Duval Ford LLC	$27,889.00	Build	Options
	Alternate	Garber Ford Inc	$28,064.00	Build	Options
	Alternate	BOZARD FORD	$28,119.00	Build	Options
Southern	Primary	Duval Ford LLC	$27,989.00	Build	Options
	Alternate	BOZARD FORD	$28,152.00	Build	Options
	Alternate	Garber Ford Inc	$28,164.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 245, Ford, Expedition Active 4x4, U1J

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,637.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,428.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,417.00	Build	Options
	Alternate	Garber Ford Inc	$56,956.00	Build	Options
	Alternate	BOZARD FORD	$57,147.00	Build	Options
Central	Primary	Duval Ford LLC	$56,517.00	Build	Options
	Alternate	Garber Ford Inc	$57,056.00	Build	Options
	Alternate	BOZARD FORD	$57,215.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,617.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,473.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 246, Ford, Escape ST-Line Select Hybrid AWD, U9N/99Z

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$32,376.00	Build	Options
	Alternate	BOZARD FORD	$32,477.00	Build	Options
	Alternate	Garber Ford Inc	$32,989.00	Build	Options
Northern	Primary	Duval Ford LLC	$32,156.00	Build	Options
	Alternate	BOZARD FORD	$32,423.00	Build	Options
	Alternate	Garber Ford Inc	$32,789.00	Build	Options
Central	Primary	Duval Ford LLC	$32,256.00	Build	Options
	Alternate	BOZARD FORD	$32,439.00	Build	Options
	Alternate	Garber Ford Inc	$32,889.00	Build	Options
Southern	Primary	Duval Ford LLC	$32,356.00	Build	Options
	Alternate	BOZARD FORD	$32,499.00	Build	Options
	Alternate	Garber Ford Inc	$32,989.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 248, Jeep, Wrangler Sport 2 Door 4x4 A/T, JLJL72 (24S)

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,194.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$40,994.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,094.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,194.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 250, Jeep, Wrangler Unlimited Sport 4 Door 4x4 A/T, JLJL74 (24S)

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,121.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$44,921.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,021.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,121.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 251, Jeep, Grand Cherokee Laredo 4x4 3 Row, WLJH74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 252, Jeep, Wagoneer 4x4 Series I, WSJM75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,182.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$64,982.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,082.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,182.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 253, Nissan, Rogue S AWD, 22015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,422.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,371.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,371.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,420.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 254, Nissan, Pathfinder S 4x4, 25015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,560.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,511.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,511.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,544.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 255, Nissan, Armada SV 4x4, 26215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,050.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,010.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$54,990.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,145.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 256, Toyota, Corolla Cross S hybrid AWD, 6312

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$29,058.00	Build	Options
Northern	Primary	Seminole Toyota	$29,058.00	Build	Options
Central	Primary	Seminole Toyota	$29,058.00	Build	Options
Southern	Primary	Seminole Toyota	$29,058.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 257, Toyota, Grand Highlander LE AWD, 6706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$43,928.00	Build	Options
Northern	Primary	Seminole Toyota	$43,928.00	Build	Options
Central	Primary	Seminole Toyota	$43,928.00	Build	Options
Southern	Primary	Seminole Toyota	$43,928.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 258, Toyota, Grand Highlander LE hybrid AWD, 6720

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$45,618.00	Build	Options
Northern	Primary	Seminole Toyota	$45,618.00	Build	Options
Central	Primary	Seminole Toyota	$45,618.00	Build	Options
Southern	Primary	Seminole Toyota	$45,618.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 259, Toyota, Rav4 LE AWD, 4432

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$30,339.00	Build	Options
Northern	Primary	Seminole Toyota	$30,339.00	Build	Options
Central	Primary	Seminole Toyota	$30,339.00	Build	Options
Southern	Primary	Seminole Toyota	$30,339.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 260, Toyota, Rav4 LE Hybrid AWD, 4435

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$31,939.00	Build	Options
Northern	Primary	Seminole Toyota	$31,939.00	Build	Options
Central	Primary	Seminole Toyota	$31,939.00	Build	Options
Southern	Primary	Seminole Toyota	$31,939.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 261, Toyota, Sequoia SR5 4x4 Hybrid, 7947

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$60,883.00	Build	Options
Northern	Primary	Seminole Toyota	$60,883.00	Build	Options
Central	Primary	Seminole Toyota	$60,883.00	Build	Options
Southern	Primary	Seminole Toyota	$60,883.00	Build	Options

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
How to Order

How to Purchase



FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Awarded Vendor Contract Signature Pages

Docusign Envelope ID: 357631E7-C235-4554-911F-40A9D5927A2B

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Bachrodt, FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers CA3CBB3546C746D...

Date 9/19/2024

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine FL 32086

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/19/2024

Docusign Envelope ID: 9F7B8211-3003-4D11-A5B7-156C4A9D7F87

CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name CARL BLACK OF ORLANDO, LLC

Business Address 11500 E Colonial Dr, Orlando, FL 32817

Name of Authorized Agent Edgar Massoni

Email address of authorized agent emassoni@carlblack.com

Signature Signed by: Edgar Massoni 2D19705D7A6F4BE...

Date 9/18/2024

Docusign Envelope ID: FF726FC8-A599-4986-956D-78025E843C91

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Duval Ford llc

Business Address 1616 cassat ave jacksonville fl 32210

Name of Authorized Agent Richard Tackett

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/19/2024

Docusign Envelope ID: 8E97A5C9-70D4-4620-8898-8D3E24821076

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name ETR, L.L.C.

Business Address 700 South French Ave., Sanford Fl 32771

Name of Authorized Agent Jerry Michaluk

Email address of authorized agent JERRY@ETRLLC.ORG

Signature DocuSigned by: Jerry Michaluk C925ABB2A8D0411...

Date 9/23/2024

Docusign Envelope ID: 94B20809-0749-4E7A-A9EF-EB77A26DDC8B

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/23/2024

Docusign Envelope ID: E350C9D6-C83F-46C6-87C4-DE290FA6481A

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Chevrolet Buick GMC, Inc.

Business Address 3340 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Daniel Drake

Email address of authorized agent ddrake@garberautomall.com

Signature Signed by: Daniel Drake 94424341E6DF40A...

Date 9/17/2024

Docusign Envelope ID: D87570C4-8E31-4C89-A24B-6DF7C522A03C

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Chrysler Dodge Truck, Inc.

Business Address 3408 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Ryan Davis

Email address of authorized agent rdavis@garberautomall.com

Signature Signed by: Ryan Davis 3389670B0DD644A...

Date 9/17/2024

Docusign Envelope ID: DF5823C2-4B43-4BEF-BD76-D8DC49F37B4F

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Ford, Inc.

Business Address 3380 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Todd Brandt

Email address of authorized agent TBRANDT@GARBERAUTOMALL.COM

Signature Signed by: Todd Brandt A8B5E3D164AC435...

Date 9/17/2024

Docusign Envelope ID: C21E7697-0AA6-4C8B-8BA6-BB46B494E8C6

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Matheny Fire & Emergency

Business Address 725 SW 46th Ave, Ocala, FL 34474

Name of Authorized Agent Dee Daniels

Email address of authorized agent DDaniels@mathenyfire.com

Signature Signed by: Dee Daniels 3DE53B22D95E4BE...

Date 9/17/2024

Docusign Envelope ID: 70FB2C82-B62E-4101-ABE2-05988B3EF173

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Recon Power Bikes

Business Address 327 Ley Road, Fort Wayne, IN 46825

Name of Authorized Agent Chris Warren

Email address of authorized agent chris@reconpowerbikes.com

Signature Signed by: Chris Warren 3F4A7F85246340A...

Date 9/18/2024

Docusign Envelope ID: D03405F0-87AF-4926-BE7B-BBF413C32A13

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name SAG COCOA LLC DBA COCOA FORD

Business Address 1360 W KING STEET COCOA FL 32922

Name of Authorized Agent Alex Kadish

Email address of authorized agent AKADISH@SUTTONAUTOTEAM.COM

Signature Signed by: 97F87374E5C942F...

Date 9/17/2024

Docusign Envelope ID: 8A485132-0701-4B0E-8374-187ECF729792

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Seminole Toyota

Business Address 1160 Rinehart Rd
Sanford, FL 32771

Name of Authorized Agent Sam Bunte

Email address of authorized agent sbunte@vtaig.com

Signature Signed by: Sam Bunte D4CE7D38DA7B43A...

Date 9/20/2024

Docusign Envelope ID: ACC656BE-F359-47CB-A6CE-F3FC5DEA5240

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name KIA Ft Walton Beach

Business Address 343 Miracle Strip Parkway Ft Walton Beach Fl 32548

Name of Authorized Agent Eric Jore

Email address of authorized agent ejore@aol.com

Signature DocuSigned by: BD40210D401946D...

Date 9/23/2024

Docusign Envelope ID: 39C99646-E9B6-495E-9007-36A4D64D95C0

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301 N
Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/20/2024

Docusign Envelope ID: 224270ED-5A41-474F-979A-C260BD8BF75B

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Terry Taylor's DeLand Nissan

Business Address 2600 South Woodland Blvd
DeLand Florida 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/18/2024

Docusign Envelope ID: B314A8F6-FDB4-4F22-BA3A-E3230A0F5DA7

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Tesla, Inc

Business Address 1 Tesla Road
Austin, TX 78725

Name of Authorized Agent McLean Dunmire

Email address of authorized agent mdunmire@tesla.com

Signature Signed by: McLean Dunmire 542F27E3E33E453...

Date 9/23/2024

Docusign Envelope ID: 00F29956-C779-4747-9540-1764794C01D0

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Treaty Oak Outdoors LLC

Business Address 2677 Fairway Farms Ct
Jacksonville, FL 32223

Name of Authorized Agent Jared Davis

Email address of authorized agent JARED.DAVIS@TREATYOAKCYCLE.COM

Signature Signed by: 03233B8536DA4B9...

Date 9/19/2024

Docusign Envelope ID: 88D8DAF1-AF79-4639-B37D-B780515B5BC4

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Woody Folsom of DOuglas, Inc.

Business Address 1280 SE Bowens Mill Rd
Douglas, GA 31533

Name of Authorized Agent Marty Stafford

Email address of authorized agent martys@woodyfolsom.com

Signature Signed by: Marty Stafford 670B276A97BB4FE...

Date 9/18/2024

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Base Specifications

FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles
FSA Base Specifications

Bid Item Groups

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer standard equipment and base specifications, all vehicles shall include manufacturer standard automatic transmission and power locks and windows. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters: All-Terrain
- Electric Bikes & Transporters: Cargo
- Electric Bikes & Transporters: Commuter
- Electric Bikes & Transporters: Patrol
- Electric Bikes & Transporters: Transporters
- Pickup Trucks – 4x2
- Pickup Trucks – 4x4
- Pursuit Rated Vehicles*
- Pursuit Rated Motorcycles
- Special Service Vehicles*
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

** Indicates additional FSA base specification requirements*

FSA24-VEL32.0: Pursuit, Administrative, and Other Vehicles
FSA Base Specifications

Pursuit Rated Vehicles

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Item Group Description

- Standard two (2) keys and/or fobs with one (1) additional key/fob
- Heavy duty rubber floor covering instead of carpet
- Manufacturer's standard production seats with power adjustable driver's seat
- Vinyl rear seat
- Driver-side LED spotlight

Special Service Vehicles

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Item Group Description

- Standard two (2) keys and/or fobs with one (1) additional key/fob
- Heavy duty rubber floor covering instead of carpet
- Manufacturer's standard production seats with power adjustable driver's seat

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Terms and Conditions

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer produced products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the

bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and FSA Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and

- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services 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 a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid

in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of ~~a~~ termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Sunbiz
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;

- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

<u>Bid Submission of Emergency Lights and Sirens</u>
If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

  - Bid Price for each item bid by zone, as defined in Section 2.10
  - Percent for each item bid by zone, as defined in Section 2.11
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms & Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program
Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees 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 the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2024 – September 30, 2025

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

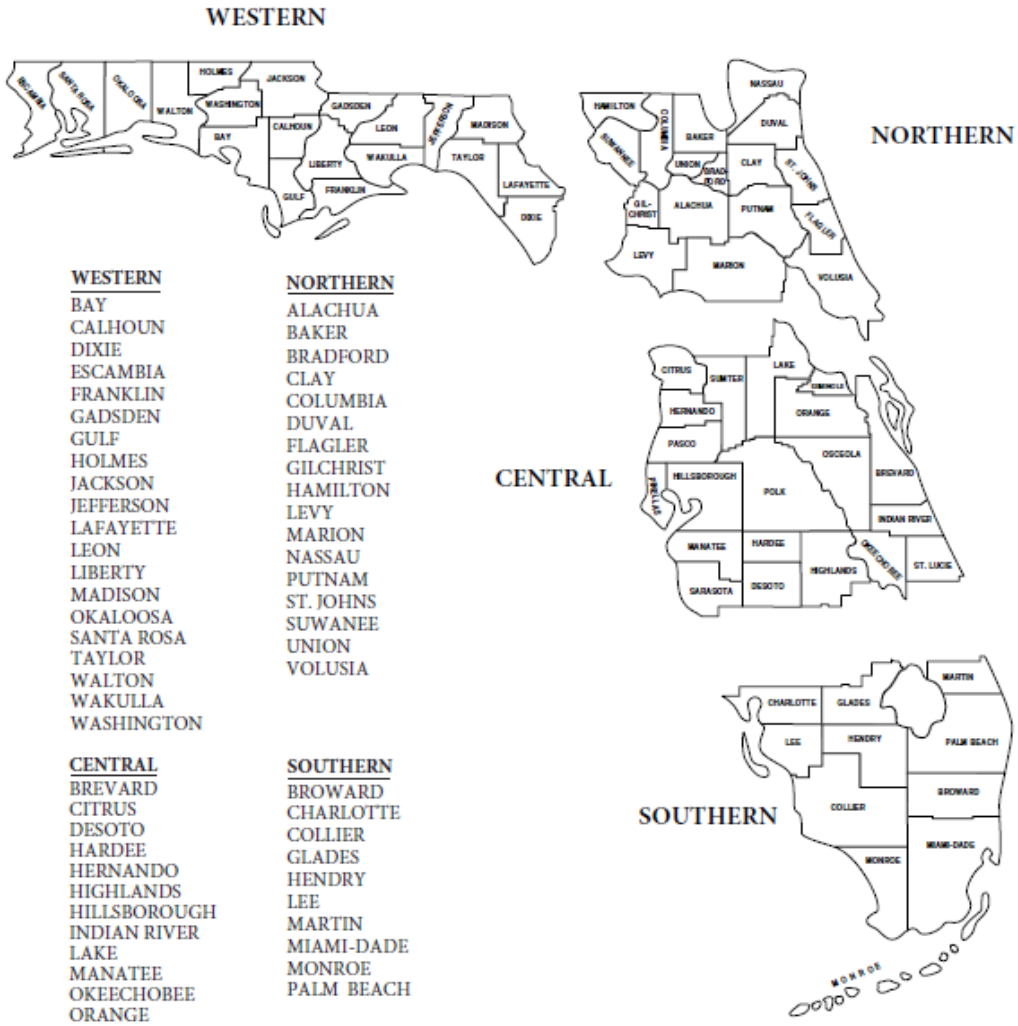
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix B. Bid Calendar

FSA24-VEL32.0 Bid Calendar	Date
Bid Announcement	4/1/2024
Voluntary Interested Bidder Workshop FSA24-VEL32.0	6/12/2024
New Items & Specifications Submissions Due	6/20/2024
Mandatory Pre-Bid FSA24-VEL32.0	7/10/2024
Requests for Clarifications Due to FSA	7/17/2024
FSA Response to Requests for Clarifications	7/24/2024
VendorLink Bidder Training Session	7/18/2024
Bid System Opens	7/29/2024
Cone of Silence	7/29/2024 - 9/3/2024
Bid Submissions Due	8/31/2024 (11:59:59 pm)
Bid Tabulations Posted	9/3/2024
Public Bid Opening	9/3/2024
Bid Evaluations	9/9/24 - 9/13/24
Intent To Award	9/16/2024
Final Award	10/1/2024

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.)
In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase of Two (2) LifePak (LP) 35 Cardiac Monitors

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to enter into an agreement with Stryker Sales, LLC for the purchase of two additional (2) LifePak 35 monitors.

DISCUSSION

Purpose: The purchase of this medical equipment is to replace cardiac monitor/defibrillators that have come to the end of life. The LPs were competitively bid through a state contract provided by SAVVIK RFB #2024-06 and pricing was determined for each unit to be $58,227.76. The total cost for this purchase is $116,455.52 and will be funded by FY 2026 CIP. The goal is to have identical equipment on all response units to provide a common user interface, similar supplies, compatibility, maintenance, and repair provider. The Department needed four (4) devices and budgeted funding was available for two (2) units in FY 2025 CIP. It is anticipated that funds will be budgeted to purchase the additional two (2) cardiac monitors as soon as possible as part of the proposed FY 2026 CIP budget.

Background: The Village Fire Rescue Department currently owns two (2) LP 35 units and two (2) LP 15 which are carried on the Advanced Life Support (ALS) licensed response vehicles that include the two (2) in service rescues and (2) suppression units. LP units perform the functions of heart monitoring with EKG telemetry as well as serving as a defibrillator in case of cardiac arrest. Industry guidelines recommend approximately 5–8-year lifespan for cardiac monitors depending on usage and manufacture support. The two (2) LP 15s have been in service for more than seven (7) years and may no longer meet our current clinical standards and protocols in addition to the difficulty in finding service and replacement parts.

Justification: The Department needed four (4) devices and budgeted funding was only available for two (2) units in FY 2025 CIP. These new updated monitors meet current American Heart Association (AHA) and our current Key Biscayne EMS clinical protocols and guidelines.

Implementation/Integration Plan: Personnel are currently training and using LP35 models.

RESOURCE IMPACT

Recurring Funding: Annual maintenance and service after expiration of two (2) year warranty.

Personnel: All fire personnel

Training: Ongoing EMS training as required and outlined.

FUNDING SOURCES

- **GL Code**: Replace Fire Cardiac Monitors 301-22-52263080
- **Budget Line-Item**: CIP
- **Amount**: $116,455.52
- **Maintenance & Repair**: N/A

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Goal- Safe & Secure Village with quick and effective diagnosis, treatment and transport
- Focus Area- Ensure Community Safety.

ATTACHMENT(S)

Exhibit A- Quote # 11118554

Exhibit B- SAAVIK RBF # 2024-06 State Contract

Prepared by: Terrence Davis | Deputy Chief
Department Director: Joseph R Fernandez | Fire Chief

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF CARDIAC MONITORS AND RELATED EQUIPMENT FROM STRYKER SALES, LLC IN AN AMOUNT NOT TO EXCEED $116,455.52; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Fire Rescue Department is in need of two new cardiac monitors to replace existing equipment that have exceeded their recommended lifecycle; and

WHEREAS, the Village desires to purchase two Lifepak 35 cardiac monitors, inclusive of related equipment (the "Equipment") from Stryker Sales, LLC (the "Supplier") consistent with the quote attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, Section 2-86 of the Village Code of Ordinances (the "Village Code") authorizes the Village Manager to enter into contracts awarded by other governmental authorities that have gone through a competitive bidding procedure, provided that the process is substantially similar to the Village's competitive bidding procedures, as determined by the Village Manager in consultation with the Village Attorney; and

WHEREAS, the Eagle County Health Service District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), issued SAVVIK Request For Bids (RFB) No. 2024-06 resulting in the award of Contract No. 2024-06 for certain medical equipment, including the Equipment, with a contract term ending November 8, 2027 (the "District Contract"); and

WHEREAS, the Supplier was selected as an approved vendor under the District Contract through this competitive process; and

WHEREAS, in accordance with Section 2-86 of the Village Code, the Village Council seeks to authorize the Village Manager to purchase the Equipment from the Supplier in an amount not to exceed $116,455.52, in accordance with the Quote attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that this Capital Project Authorizing Resolution is in the best interest and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval. The Village Council hereby approves the purchase of the Equipment from the Supplier.

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to purchase the Equipment from the Supplier in an amount not to exceed $116,455.52 consistent with the Quote and the terms and conditions of the District Contract.

Section 4. Implementation. That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchase described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

stryker

LP35 Budgetary Quote

Quote Number: 11118554

Version: 1

Prepared For: VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Shannon Cook

Email: shannon.cook1@stryker.com

Phone Number:

GPO: Savvik RFB #2024-06

Quote Date: 09/09/2025

Expiration Date: 10/15/2025

Contract Start: 05/14/2025

Contract End: 05/13/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT	Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT	Name:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT
Account #:	20178765	Account #:	20178765	Account #:	20178765
Address:	560 CRANDON BLVD	Address:	560 CRANDON BLVD	Address:	560 CRANDON BLVD
	KEY BISCAYNE		KEY BISCAYNE		KEY BISCAYNE
	Florida 33149-1832		Florida 33149-1832		Florida 33149-1832

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	2	$47,288.00	$94,576.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	$750.00	$1,500.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	2	$2,250.00	$4,500.00
4.0	11335-000005	LIFEPAK Printer Kit	2	$2,250.00	$4,500.00
5.0	11335-000008	LIFEPAK 35 Storage Bag Kit	2	$450.00	$900.00
6.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	2	$90.00	$180.00
7.0	11260-000073	Shoulder Strap	2	$56.25	$112.50
8.0	11140-000131	AC Power Cord (North America, hospital grade)	2	$81.00	$162.00
9.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	2	$515.40	$1,030.80
10.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	2	$515.40	$1,030.80
			Equipment Total:		$108,492.10

Data Solutions:

#	Product	Description	Months	Qty	Sell Price	Total
11.0	11150-000020	LIFEPAK Cellular Modem, North America	0	2	$1,275.00	$2,550.00

stryker

LP35 Budgetary Quote

Quote Number: 11118554

Version: 1

Prepared For: VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Shannon Cook

Email: shannon.cook1@stryker.com

Phone Number:

GPO: Sawvik RFB #2024-06

Quote Date: 09/09/2025

Expiration Date: 10/15/2025

Contract Start: 05/14/2025

Contract End: 05/13/2026

#	Product	Description	Months	Qty	Sell Price	Total
12.0	81000001	EMS Pro Tier 1: <5,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	60	1	$450.00	$2,250.00

Data Solutions Total: $4,800.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$1,840.86
Grand Total:	$115,132.96

Prices: In effect for 30 days

Terms: Net 30 Days

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

stryker

LP35 Budgetary Quote

Quote Number:	11118554	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	VILLAGE OF KEY BISCAYNE FIRE RESCUE DEPT	Rep:	Shannon Cook
	Attn:	Email:	shannon.cook1@stryker.com
		Phone Number:	

GPO:	Sawvik RFB #2024-06
Quote Date:	09/09/2025
Expiration Date:	10/15/2025
Contract Start:	05/14/2025
Contract End:	05/13/2026

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Key Biscayne Chamber of Commerce Professional Services Agreement

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to enter into a one (1) year professional services agreement (PSA) with the Key Biscayne Chamber of Commerce. The PSA will include four (4), one (1) year extensions.

DISCUSSION

Purpose: To authorize a Professional Services Agreement between the Village of Key Biscayne and the Key Biscayne Chamber of Commerce (KBCC) to formalize the ongoing partnership and define the scope of services as provided. Through this agreement, the Village seeks to strengthen community engagement, support local businesses, and promote economic development and marketing initiatives that benefit residents, visitors, and the broader Key Biscayne community.

Background: Since its establishment in 1957, the Key Biscayne Chamber of Commerce (KBCC) has been a valued partner of the Village, serving both the business and residential community. The Village's partnership with the KBCC supports the shared goal of enhancing marketing and economic development opportunities within the community. Key areas of collaboration include event marketing and promotion, economic development initiatives, education, and advocacy.

Justification: The Key Biscayne Chamber of Commerce (KBCC) is the primary resource serving the Village of Key Biscayne's (VKB) business community. Its purpose is to promote local businesses, create strong B2B networks, and foster economic prosperity. The delivery of its services, programs and initiatives fall under four main categories: Promotion, Advocacy, Connection and Education (PACE). The comprehensive scope of work and deliverables schedule are outlined in Exhibits A and B.

Implementation/Integration Plan: Upon approval of the Professional Services Agreement, the Village will coordinate with the Key Biscayne Chamber of Commerce (KBCC) to initiate the agreed-upon scope of work outlined in Exhibits A and B. Implementation will include establishing a communication and reporting schedule to monitor progress, track deliverables, and ensure alignment with Village objectives. Regular coordination meetings will be held between Village staff and KBCC representatives to evaluate outcomes, adjust priorities as needed, and maintain transparency throughout the term of the agreement.

RESOURCE IMPACT

Recurring Funding: The agreement provides for annual renewals up to four additional years, subject to satisfactory performance and budget availability.

Personnel: No additional Village staff required.

Facilities: The Key Biscayne Chamber of Commerce operates its office and the community's Visitor Center within Village Hall.

FUNDING SOURCES

Funds for this Professional Services Agreement will be provided from the FY 2025-26 Administration budget, operating expenses, in an annual contractual amount of $89,235.

- ***GL Code:*** 001-13-513-49002
- ***Budget Line-Item:*** General Fund / Administration/ Professional Services
- ***Amount:*** *$89,235*

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Goal – Communicate & Collaborate with Community & Partners
Focus Area – Advance Communications & Community Engagement
Action – Enhance community engagement and relationships

ATTACHMENT(S)

Exhibit A – Chamber Activity
Exhibit B – Scope of Work

Prepared by: Jennifer L. Rodero, Chief of Staff

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH THE KEY BISCAYNE CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED $89,235.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") has historically engaged the Key Biscayne Chamber of Commerce (the "Chamber") relating to specified services that the Chamber would provide for the Village; and

WHEREAS, the Village and Chamber desire to enter into a new agreement, in substantially the form attached hereto as in Exhibit "A," for certain specified services; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval. The Village Council hereby approves the agreement with the Chamber in substantially the form attached hereto as Exhibit "A," in an amount not to exceed $89,235.00.

Section 3. Authorization. The Village Manager is hereby authorized to execute the agreement, in substantially the form attached hereto as Exhibit "A," subject to approval as to form, content, and legal sufficiency by the Village Attorney.

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

PASSED and ADOPTED this ____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

KEY BISCAYNE CHAMBER OF COMMERCE

2025-2026 Budget

EXHIBIT A

Chamber Activity: PACE

Promotion | **A**dvocacy | **C**onnection | **E**ducation

The Key Biscayne Chamber of Commerce (KBCC) is the primary resource serving the Village of Key Biscayne's (VKB) business community. Established in 1957, its purpose is to promote local businesses, create strong B2B networks, and foster economic prosperity. The delivery of its services, programs and initiatives fall under four main categories: Promotion, Advocacy, Connection and Education (PACE).

PROMOTION

- Creating and implementing marketing campaigns and producing marketing materials to increase awareness among local residents and neighboring communities—promoting the goods and services provided by our local businesses, as well as the Key Biscayne lifestyle. (e.g. *Key Biscayne Visitor* Guide; *Island Life* – Official Guide & Directory of the Key Biscayne Chamber of Commerce, and the Key Biscayne, Brickell and Virginia Key Map)
- Reaching local, national, and international audiences through an expansive digital presence via keybiscaynechamber.org & visitkeybiscayne.org, and social media channels (Instagram, Facebook, X, Flickr, and YouTube)
- Managing an in-house multi-functional website serving two URLs: keybiscaynechamber.org + visitkeybiscayne.org for residents, visitors, and business owners. (e.g. Membership Directory, Info on How to Open a Business in VKB, Member and Community Events Calendar, Jobs Board, Things to Do, Where to Stay, Photo Gallery, Business Resource Guide, Village News & Notifications Sign Up, etc.)
- Disseminating a bi-monthly eNewsletter (Key Commerce) announcing New Members, Renewing Members, Trustee Spotlights, Member News and Community Events, VKB News, etc.
- Hosting Official Grand Openings and ribbon-cutting ceremonies for new businesses opening in VKB

ADVOCACY

- Serving as a liaison between local businesses and VKB officials to ensure that the concerns of business owners are represented in government
- Convening conservations with leaders and influencers on big picture issues impacting local businesses and our community

CONNECTION

- Providing engagement opportunities and access to connections for business growth
- Developing strong B2B networks via ongoing networkers, referrals, and special events

EDUCATION

- Providing vetted, timely resources to help all businesses navigate critical information via KBCC communication channels, webinars, and collaborative partnerships
- Conducting Small Business Forums (virtual and in-person) designed to bring practical, actionable information, and advice to small business owners looking to grow their business/brand. The Forums are held seasonally on a variety of topics. Guest speakers may include experts from the private sector as well as government officials and civic leaders.

EXHIBIT B
SCOPE OF SERVICES

TERMS

The Village of Key Biscayne (VKB) and the Key Biscayne Chamber of Commerce (KBCC) wish to partner for a broadening of marketing and economic development opportunities on Key Biscayne. This scope of services agreement will specify the targets and objectives of this agreement as identified by VKB.

AREAS OF FOCUS

Marketing: For purposes of this scope of services agreement, Marketing shall be defined as effectively positioning Key Biscayne as an attractive place to Live, Work & Play utilizing various marketing strategies and tactics. (e.g. branding, digital marketing, social media, publicity, etc.) Marketing shall include the use of traditional and non-traditional advertising, connections, and relationships to inform businesses, site selectors, brokers, or other stakeholders about opportunities to locate, relocate, or expand their business in Key Biscayne. In the event a project or initiative requires additional resources and/or funding, the Village and KBCC will establish and discuss parameters ahead of its commencement/kick off.

Economic Development: For purposes of this scope of services agreement, Economic Development shall be defined as the activities related to the promotion of the Village's Strategic Vision as it pertains to the modification of the commercial corridor.

DELIVERABLES

Business Community Market Assessment:

- Assist Village with developing and reconciling complete list of village business entities to include a shared searchable database
- Assist Village with commercial District Market Analysis

Planning & Ordinances:

- Provide input regarding business community's zoning and building issues and ideas
- Assist Village with coordinating with business community to develop the most effective parking ordinance requirements to include incentives for golf carts, EV charging and bicycle racks
- Assist Village with coordinating with business community to develop the most effective electronic vehicle charging station concept plan

Program & Event Coordination:

- Assist Village with development, promotion of business and family events. Develop and report metrics to measure impact/success
- Host business community outreach events with Village Officials

Special Initiatives:

- Chair the Village's Program for Public Information (PPI) Task Force Committee for CRS
- Work jointly to improve business community signage and wayfinding maps to include a digital touch screen display

EXHIBIT B
SCOPE OF SERVICES

- Work jointly to implement the Plastic Free 305 Program for Key Biscayne
- Assist the Village with periodic research as needed
- Assist the Village in developing a Step-by-Step Guide on how to open a new business in Key Biscayne
- Assist Village with securing letters of support for community initiatives
- During election years, co-host debates for Mayoral and/or Village Council candidates running for office

Village of Key Biscayne Promotion:

- Assist Village in obtaining endorsements
- Operate a 24/7 Visitor Center which serves as VKB's public information hub - the first point of contact in Village Hall for visitors and residents looking for guidance regarding Village services and departments, the Community Center, as well as tourist information. Respond to inquiries by phone, online, and/or pedestrian walk-in traffic
- Staff an office in Village Hall with two multi-lingual full-time employees fluent in English, Spanish, French, and Italian
- Manage a multi-functional website serving two URLs: keybiscaynechamber.org & visitkeybiscayne.org for residents, visitors, and business owners including links to the Village website
- Promote and support the Village's programs and events
- Produce three annual publications promoting Key Biscayne to visitors, residents, potential residents and investors: *Island Life, Key Biscayne Visitor Guide* and *Key Biscayne Map*
- Represent the Village of Key Biscayne at non-governmental business-related sessions such as the Greater Miami Convention and Visitors Bureau (GMCVB), Miami-Dade County Coalition of Chambers, the Beacon Council, Association of Chamber of Commerce Executives (ACCE), Greater Miami Chamber of Commerce, etc. with the goal of increasing awareness of Key Biscayne to regional, national and international audiences
- Provide "Welcome Totes" to new residents via the Visitor Center and member realtors that include important Village information and promotional materials provided by member businesses

REPORTING

Quarterly Reporting:

As part of the quarterly progress report, the Chamber will provide:

i. Provide a progress report on the goals and objectives described in the deliverables section of this work plan

ii. Provide a report of the description, outcome and benefits of any events that benefit the Village's development objectives

iii. Provide a report of business development opportunities that align with the Village's strategic vision

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

THE KEY BISCAYNE CHAMBER OF COMMERCE, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **THE KEY BISCAYNE CHAMBER OF COMMERCE, INC.,** a Florida not for profit corporation (hereinafter, the "Chamber").

WHEREAS, the Village has historically engaged the Chamber relating to specified services that the Chamber would provide for the Village; and

WHEREAS, the Chamber conducts activities that promote economic development and community engagement within the Village, as further described in Exhibit "A" (the "Chamber Activity"); and

WHEREAS, the Chamber will perform services on behalf of the Village, all as further set forth in the Scope of Services attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Chamber and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Chamber to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Chamber and the Village agree as follows:

1. **Scope of Services.**

   1.1. Chamber shall provide the Services set forth in the Scope of Services attached hereto as Exhibit "B" and incorporated herein by reference (the "Services").

   1.2. Chamber shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall commence on the Effective Date and continue for one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for four additional one year periods on the same terms as set forth herein upon written notice to the Chamber.

2.2. Chamber agrees that time is of the essence and Chamber shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Chamber shall be at an annual rate of $89,235.00.

3.2. Chamber shall also be granted exclusive use and access of suite 100 located at 88 W. McIntyre Street Key Biscayne, FL 33149. The Chamber will not be assessed charges for rent, use of common area facilities, utilities and parking for staff.

3.3. Chamber shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Chamber under this Agreement. Fees shall be paid in arrears each month, pursuant to Chamber's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Chamber in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.4. Contractor's invoices must contain the following information for prompt payment:

3.4.1. Name and address of the Chamber;

3.4.2. Purchase Order number;

3.4.3. Contract number;

3.4.4. Date of invoice;

3.4.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.4.6. Name and type of Services;

3.4.7. Timeframe covered by the invoice; and

3.4.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

4.1. The Chamber shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Chamber may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Chamber to assist Chamber in performing the Services.

5.2. Upon Chamber's request, Village shall reasonably cooperate in arranging access to public information that may be required for Chamber to perform the Services.

6. Chamber's Responsibilities; Representations and Warranties.

6.1. The Chamber shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant 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 Chamber's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Chamber shall at Chamber's sole expense, immediately correct its Deliverables or Services.

6.2. The Chamber 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 Village as an independent contractor of the Village. Chamber 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 Chamber 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 Chamber have been duly authorized, and this Agreement is binding on Chamber and enforceable against Chamber 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, Chamber 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 Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Chamber, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Chamber shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Chamber shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Chamber has first complied with the provisions of Paragraph 8.4.

8.4. The Chamber shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, 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. Chamber 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Chamber's insurance and shall not contribute to the Chamber's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village 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 Chamber. 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 Chamber shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Chamber 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Chamber in performance of this Agreement. The Chamber's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Chamber's insurance. The Chamber'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 Village. The Chamber 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, Chamber 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. Chamber shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Chamber's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Chamber and third parties made pursuant to this Agreement. Chamber shall reimburse the Village 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 Chamber's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village 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. Chamber 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 Village which are conceived, developed or made by Chamber during the term of this Agreement ("Work Product") belong to the Village. Chamber shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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. Chamber agrees to keep and maintain public records in Chamber's possession or control in connection with Chamber's performance under this Agreement. The Village 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 Chamber involving transactions related to this Agreement. Chamber additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Chamber 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 Village.

16.3. Upon request from the Village's custodian of public records, Chamber shall provide the Village 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 Village.

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 Chamber shall be delivered by the Chamber to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Chamber shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Chamber 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 Chamber shall be withheld until all records are received as provided herein.

16.7. Chamber's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: **Jocelyn B. Koch**
Mailing address: **88 West McIntyre Street**
Key Biscayne, FL 33149
Telephone number: **305-365-5506**

Email: jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Chamber unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Chamber, and such firm's familiarity with the Village'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 Chamber and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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 Chamber 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 Chamber warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Chamber, 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 Chamber, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

    24.1. **Public Entity Crimes Affidavit.** Chamber 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.

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

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village 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 Chamber 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.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Chamber acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

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

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

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CHAMBER

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: 2026-2027 Legislative Priorities Agendas

RECOMMENDATION

Recommend the Village Council approve the 2026–2027 State & Federal Legislative Agendas and authorize the Mayor and Village Manager to advocate for the priorities outlined through coordination with legislative consultants, regional partners, and relevant agencies.

DISCUSSION

Purpose: To formally adopt the Village's legislative priorities for the 2026–2027 cycle, guiding advocacy efforts at the state and federal levels in support of strategic goals, infrastructure resilience, environmental protection, and community well-being.

Background: The Village develops an annual legislative agenda to align advocacy efforts with Council priorities and community needs. This year's agenda builds on prior initiatives and incorporates emerging issues such as stormwater upgrades, shoreline protection, water quality, and senior services. It reflects coordination with Miami-Dade County, the Florida League of Cities, and other coastal municipalities, and aligns with key programs including Resilient Florida, the Beach Management Funding Assistance Program, and the Clean Water State Revolving Fund.

Justification: The agenda positions the Village to proactively pursue funding, policy changes, and regulatory support across key areas:

State Legislative Priorities:

- Garden District Flood Mitigation – $750,000 State request to match federal HMGP funds for pump stations, drainage wells, and backup power.
- Offshore Barrier Reef – $500,000 State request for design and permitting of a submerged reef system to reduce erosion and enhance biodiversity.
- Beach Access Pathway – $175,000 State request to construct a secure, environmentally sensitive access route enabling reentry into the USACE Coastal Storm Risk Management Program.
- Senior Services – $125,000 State request to expand senior programming for over 20% of the Village's population.
- Resilient Florida Grant Submission – $10 million request for stormwater upgrades protecting homes, schools, and evacuation routes.

Federal Legislative Interests:

- Key Biscayne K-8 Community School Resilient Infrastructure Construction – $5 million FY27 appropriations request to support stormwater upgrades as part of a $45 million Zone 1 infrastructure investment.
- Offshore Barrier Reef – $412,500 Federal match request to complement State and local funding for shoreline protection and ecosystem restoration.
- USACE Coastal Storm Risk Management Feasibility Study – $1.05 million FY26 request to continue the study and develop comprehensive shoreline protection solutions.
- Artificial Intelligence Implementation – $250,000 request to assess and deploy AI technologies across municipal operations to improve service delivery, emergency coordination, and operational efficiency.

Policy Advocacy & Monitoring

- Home Rule & Municipal Revenue Protection
- Utility Undergrounding & Electrical Resilience
- Shoreline Protection & Coastal Infrastructure
- Water Quality & Environmental Restoration
- Sargassum & Seaweed Mitigation Strategies
- Condominium Governance & Insurance Reform
- Public Safety, Boating, & Intergovernmental Coordination

Implementation/Integration Plan: Upon Council approval, the Mayor and Village Manager will work with legislators, agencies, and consultants to promote the agenda during the 2026 and 2027 sessions. Staff will monitor relevant bills, participate in advocacy coalitions, and provide updates to Council as needed.

RESOURCE IMPACT

Recurring Funding: No immediate funding required. Future appropriations may be pursued based on legislative outcomes.

Personnel: Existing staff and consultants will support implementation.

FUNDING SOURCES

- ***GL Code:*** State Lobbying Support 001-13-513-31030-000000, Federal Lobbying Support 001-13-513-311030-00000
- ***Budget Line-Item:*** N/A
- ***Maintenance & Repair:*** N/A

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports multiple Village strategic goals and focus areas

- A resilient and sustainable environment and infrastructure
- Engaging and active community
- Enhance public spaces and programs
- A thriving vibrant community and local marketplace
- Reduce flooding
- Protect shoreline
- Preserve Village character

ATTACHMENT(S)

- Exhibit A: Village of Key Biscayne 2026 Legislative Priorities
- Exhibit B: FY26–27 State Legislative Agenda Summary
- Exhibit C: FY27 Federal Legislative Interests Summary

Prepared by: Steven C. Williamson

Department Director: Office of the Village Manager

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ESTABLISHING THE VILLAGE'S 2026/2027 LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") Council desires to establish the policies and appropriations for fiscal year 2026-27, all as set forth in greater detail in the 2026 Legislative Priorities attached hereto as Exhibit "A," the FY 2026 State Legislative Priorities attached hereto as Exhibit "B," and the Village's Federal Legislative Agenda attached hereto as Exhibit "C" (collectively, the "Legislative Priorities"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are true and correct and incorporated herein by this reference.

Section 2. Establishing Legislative Priorities. That the Village Council hereby establishes the policies and appropriations set forth in the Legislative Priorities attached hereto as Exhibits "A," "B," and "C."

Section 3. Effective Date. That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

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

EXHIBIT A

VILLAGE OF KEY BISCAYNE 2026 LEGISLATIVE PRIORITIES

The following policies and appropriations are established as the Village of Key Biscayne's 2026-2027 Legislative Priorities:

POLICIES

1. The Village supports the broad exercise of home rule powers granted to municipalities under the Florida Constitution and supports consistency in the Legislature with the provisions of Section 166.021, Florida Statutes.

2. The Village supports legislation providing for administrative procedures and required intergovernmental cooperation and planning (including mitigation planning) as a condition to local government land development approvals, and an appeal process, for proposed developments or commercial events projected or likely to cause traffic, public safety, nuisance, or other impacts affecting areas outside the jurisdiction of the permitting government.

3. The Village supports legislation that provides financial incentives including financing and funding for storm hardening projects such as relocating power lines and other utilities underground on barrier islands and supporting the Public Service Commission. Specifically, the Village has added its utility undergrounding project to the Miami-Dade County Local Mitigation Strategy, and the Village supports any legislative or other efforts to prioritize its projects for State or Federal funding.

4. The Village supports legislation that provides financial incentives for beach renourishment and shoreline protection on barrier islands. Additionally, the Village seeks modification to the criteria used by the Department of Environmental Protection in determining and assigning annual funding priorities by incorporating beach access and parking availability of adjacent state and local parks, recognizing different transportation modalities (buses, on-demand vehicles, multi-mobility devices), and supporting creative solutions to beach erosion such as breakwaters. The Village will also promote legislative efforts to enhance cooperation and communications between federal, state, and local regulatory agencies so that projects relating to beach renourishment and shoreline protection can be conducted with minimal delays and obstacles. The Village supports grants and legislative line-item funding for renourishment of Village beaches and shoreline protection measures.

5. The Village will monitor legislative issues and direct their legislative consultant to monitor the following issues and provide timely data should these issues be taken up at the legislative session:

a. Resources, policy changes and permitting support for sea-level rise initiatives such as coastline protection and beach renourishment programs and related stormwater programs.

b. Any reduction to municipal revenue sources from State Revenue Sharing, Communications Services Act, Business Tax Receipts, or other similar funding sources.

c. Resources, policy changes and permitting support for water quality initiatives, specifically those related to Biscayne Bay.

d. Any statute, policy, or regulation changes that affect property insurance costs or access to insurance in coastal regions.

e. Any statute, policy, or regulation changes that affect Condominium Associations governance, operations or financial requirements.

6. The Village supports legislative efforts aimed at improvement of water quality in public waters such as legislation related to water treatment, discharge, testing, or other regulation that impacts water quality on public beaches. The Village is particularly interested in those efforts that relate to waters in the South Florida region.

7. The Village supports legislation that provides financial incentives including financing and funding for the development of sustainable practices to dispose of, process, or recycle sargassum and seaweed.

8. The Village will join legislative, and policy efforts promoted by the Florida League of Cities and the Miami-Dade County League of Cities that support our goals of a safe and secure village; a thriving & vibrant community and local marketplace; engaging and active programs and public spaces; an accessible, connected and mobile transportation network; a resilient and sustainable environment and infrastructure; and providing effective & efficient government services.

9. The Village desires to lead and form a strong alliance with other coastal communities to prioritize the hardening and undergrounding of utility infrastructure by electric utilities. Towards that end, the Village specifically supports working with the representatives of coastal communities to change the criteria for the hardening and undergrounding of utility infrastructure by the electric utilities under the Public Service Act to prioritize undergrounding and hardening of utility infrastructure within the Village and other coastal communities.

10. The Village supports the legislative initiatives of Miami-Dade County Public Schools, especially efforts that address issues relating to recruitment of teachers and cost differentials.

11. The Village supports funding and policies to strengthen community well-being and services for seniors, recognizing that over 20% of residents are age 60 and older, and that geographic isolation requires robust local support programs.

12. The Village supports modernizing local government operations through technology and innovation, including opportunities to leverage artificial intelligence to improve efficiency, service delivery, emergency coordination, and community engagement.

EXHIBIT B

FY26-27 STATE LEGISLATIVE AGENDA

Garden District Flood Mitigation:

- The project includes construction of drainage wells, installation of a new stormwater pump station with backup power, and full system connectivity to improve flood resilience and stormwater management. It addresses chronic drainage deficiencies in one of Key Biscayne's most densely populated neighborhoods, home to 5,000 residents across 1,500 housing units. Recurring flooding during heavy rainfall and tidal events poses significant risks to public safety, property, and infrastructure. These improvements are essential to protecting public safety, infrastructure, and property values in a vulnerable coastal community.
- Project cost: $12,500,00. The Village requests $750,000 from the State and commits $750,000 in local match. The additional funding comes from a federal Hazard Mitigation Grant Program
- Without funding, the Garden District will continue to suffer from disruptive and hazardous flooding, damaging homes, vehicles, and infrastructure. Failure to secure the required matching funding will also jeopardize eligibility for millions in federal HMGP resources. The Village will face escalating costs from emergency response, insurance claims, and repairs, while residents endure increasing threats to health, safety, and property values. This project is essential to building long-term resilience in one of Key Biscayne's most vulnerable coastal neighborhoods.

Offshore Barrier Reef:

- Supports a preliminary design for a submerged offshore reef system to protect Key Biscayne's shoreline from erosion while preserving marine habitats. The project addresses the root cause of shoreline recession, which threatens over $5 billion in property, critical infrastructure like electrical substations, and the Village's only evacuation route. By reducing the frequency and cost of beach renourishments, the reef system offers long-term resilience against sea-level rise and storm surge. The structures are self-growing and self-repairing, adapting to environmental changes while enhancing biodiversity. This phase includes site assessment, preliminary design, and a permitting feasibility analysis to evaluate effectiveness and environmental impact.
- Project cost: $1,250,000. Village requests $500,000 from the State and commits $750,000 in local match.
- Without funding, Key Biscayne will continue relying on frequent, costly, and disruptive beach renourishments that fail to address erosion's root causes. The community will face ongoing disruption from truck-based sand placement, increased storm surge vulnerability, and missed opportunities to implement a sustainable, adaptive, and ecologically beneficial shoreline protection strategy. Delaying this project also postpones reef ecosystem restoration and the chance to demonstrate a scalable model integrating infrastructure protection with environmental stewardship.

Beach Access Pathway:

- This project constructs a critical public access route to Key Biscayne's beachfront, serving residents and visitors while protecting the island's vulnerable dune system and endangered sea turtle nesting habitat. By guiding foot traffic along a controlled path, it prevents ecological damage and meets a mandatory requirement for the Village to rejoin the U.S. Army Corps of Engineers Coastal Storm Risk Management Program—unlocking access to substantial federal coastal protection resources. The pathway also enhances public safety through a secure gated entry with after-hours locking and integrated camera surveillance, supporting emergency response and reducing liability risks.
- Project cost: $350,000. Village requests $175,000 from the State and commits $175,000 in local match.
- Without investment, the Village cannot rejoin the USACE CSRM program, forfeiting access to hundreds of millions in federal resources that could safeguard $11 billion in local property value. Continued lack of a designated access route will lead to further degradation of endangered nesting sites, while the absence of secure access control leaves the beach vulnerable to after-hours incidents and compromised emergency response.

Seniors Programming:

- Request supports the Village's senior program to improve the quality of life for our adults 60 years of age and older by offering recreational, social, and educational activities; and by providing support services and resources, including direct assistance for those with physical and cognitive impairments.
- Project cost: $265,000. The Village requests $125,000 from the State and commits $140,000 in local match.
- Senior programming is central for over 20% of our population – significantly higher than surrounding areas – and is essential to promoting safety, activity, and health for our aging community. Key Biscayne's geographic isolation, accessible only via a single causeway, limits access to off-island services, making local support critical. Without funding, the Village would be forced to shift from proactive engagement to reactive services, relying more heavily on emergency aid, food programs, and mental health interventions. Active senior activities have proven benefits, including reduced depression and stress, delayed onset of chronic illnesses, and improved overall well-being. This investment ensures our seniors remain safe, active, and connected, while reducing long-term healthcare and emergency response costs.

Resilient Florida Grant Submission:

- The Village seeks $10 million to construct vital stormwater upgrades protecting over 1,200 students at Key Biscayne K-8 Community School, more than 200 single family homes, and key evacuation routes. Chronic flooding from low elevation, rising seas, and inadequate drainage systems threatens safety and infrastructure. This project will boost stormwater discharge capacity by 200% and add water quality systems to improve runoff entering Biscayne Bay. Economic analysis shows a smart return on investment, reducing storm damage costs from $4 million to $90,000 for a single 25-year event. This is a cost-effective, resilient solution that safeguards lives, property, and the environment.

Legislation Topics to Monitor:

- Condominium Association governance, operations, and financial requirement
- Property and flood insurance cost and accessibility for coastal regions
- Electrical resilience and reliability through hardening and undergrounding
- Shoreline protection and beach renourishment
- Coastal environmental protection
- Sargassum and seaweed mitigation
- Water quality initiatives
- Boating safety
- Relationships between State Parks and local municipalities
- Revenue diversification for local municipalities
- Land-use, zoning and building codes for coastal and barrier island communities

Administration Programs to Monitor:

- Resilience and Coastal Protection:
  - Beach Management Funding Assistance Program
    - Fully fund or increase program funding
    - Village benefits:
      - Beach renourishment
      - Offshore barrier reef
  - Resilient Florida
    - Fully fund or increase program funding
    - Village benefits:
      - Design and construction for Village's Resilient Infrastructure & Adaptation Program
- Water Restoration Assistance:
  - Clean Water State Revolving Fund
    - Fully fund or increase program funding
    - Village benefits: Design and construction for stormwater portion of Village's Resilient Infrastructure & Adaptation Program
  - FDEP Water Quality Improvement
    - Fully fund or increase program funding
    - Village benefits: Design and construction for stormwater treatment systems for Village's Resilient Infrastructure & Adaptation Program
- Florida's Coral Reef Restoration and Recovery Initiative (Exec Order 23-06)
- FDEM Coral Reef Shoreline Mitigation & Protection

EXHIBIT C

FY27 FEDERAL LEGISLATIVE AGENDA

Key Biscayne K-8 Community School Resilient Infrastructure Construction:

- Project installs a new pump-based stormwater system to address the increasing flooding around the village K-8 Community School. The project is the first phase of a larger neighborhood stormwater system upgrade. The current stormwater system is an inadequate, gravity system that is overcome by more frequent and severe rain events, exacerbated by rising sea and ground water. The new system will consist of reconfigured roadways and swales to improve water conveyance, inlets and catch basins, main pipelines, pump stations, force mains, and outfalls to reduce flooding, enhance road safety, and access, and improve water discharge quality.
- Request $5,000,000 in FY27 appropriations to match Village's $45 million investment in the Key Biscayne K-8 Community School construction project.
- Funding this project will bring many benefits to the community. It will significantly enhance safety along the roadways, providing access to the school for over 1,000 K-8 students, parents, and school buses. It will mitigate the disruptive flooding that frequently occurs during storms, reducing water accumulation and duration on various surfaces such as roads, driveways, and parking lots, thus safeguarding properties and infrastructure. Additionally, the project will improve emergency response capabilities during storm events, ensuring the well-being of residents by allowing timely access for emergency vehicles. This not only protects lives and property but also preserves property values for nearly 500 homes and buildings, amounting to approximately $1 billion in value. Finally, this project will positively impact the Village's community rating system (NFIP CRS), leading to reduced insurance premiums for residents and enabling them to insure their property at a more affordable rate in the face of environmental changes.

Offshore Barrier Reef:

- Supports a preliminary design for a submerged offshore reef system to protect Key Biscayne's shoreline from erosion while preserving marine habitats. The project addresses the root cause of shoreline recession, which threatens over $5 billion in property, critical infrastructure like electrical substations, and the Village's only evacuation route. By reducing the frequency and cost of beach renourishments, the reef system offers long-term resilience against sea-level rise and storm surge. The structures are self-growing and self-repairing, adapting to environmental changes while enhancing biodiversity. This phase includes site assessment, preliminary design, and a permitting feasibility analysis to evaluate effectiveness and environmental impact.
- Project cost: $1,250,000. Village requests $412,500 from the State and commits $837,445 in local match.
- Without funding, Key Biscayne will continue relying on frequent, costly, and disruptive beach renourishments that fail to address erosion's root causes. The community will face ongoing disruption from truck-based sand placement, increased storm surge vulnerability, and missed opportunities to implement a sustainable, adaptive, and ecologically beneficial shoreline protection strategy. Delaying this project also postpones reef ecosystem restoration and the chance

to demonstrate a scalable model integrating infrastructure protection with environmental stewardship.

US Army Corps of Engineers Coastal Storm Risk Management Feasibility Study – Key Biscayne:

- Funding assists the Village's ongoing collaboration with the US Army Corps of Engineers (USACE) Coastal Storm Risk Management (CSRM) Feasibility Study for Key Biscayne aimed at identifying shoreline protection solutions for the vulnerable barrier island village susceptible to rising sea levels and intensifying storms.
- Project estimated cost is $5,100,000 with $3,000,000 committed to date. The remaining cost is $2,100,000 with a $1,050,000 match from the local sponsor. Request $1,050,000 in FY26 funding either through appropriations or from the USACE Civil Works Work Plan to enable USACE to continue the study into 2027.
- The request is to fund the continuation of USACE's CSRM Feasibility Study, whose results will lead to comprehensive beach and bayside shoreline protection infrastructure to safeguard the Village of Key Biscayne. The Village is a thriving and vibrant community that faces the combined threats of sea-level rise and more severe and frequent storms. Committed to protecting against these environmental hazards, the Village is collaborating with USACE for financial and technical support to fully safeguard its future. The CSRM Feasibility Study will lead to shoreline protection solutions and complement municipal infrastructure improvements that will increase coastal resilience and protect over 18,000 people, with nearly $12B of assessed property value; the Village's economic prosperity; and life, health, and safety of its residents. Moreover, it will help prove to a broader audience that barrier islands can be protected from impending environmental threats with the proper investment of money, time, inter-governmental collaboration, and technical skill.

Artificial Intelligence Analysis & implementation:

- Funding supports a comprehensive initiative to assess and implement artificial intelligence across Key Biscayne's municipal operations. The project begins with a full evaluation of current systems to identify where AI can improve efficiency, service delivery, and resilience. A phased approach will address infrastructure readiness, staff engagement, pilot testing, and gradual deployment across departments like permitting, emergency response, code enforcement, and public works. Applications may include AI-powered resident assistance, predictive maintenance analytics, automated permitting, and enhanced emergency coordination to streamline operations and better serve community needs.
- Project cost: $250,000. Federal funding will be used for technology upgrades, staff training, pilot programs, and full-scale implementation over a 12-month period.
- Without investment in AI, Key Biscayne risks missing a pivotal opportunity to become a model of innovation and operational excellence. Intelligent technologies offer the potential to elevate municipal services, streamline workflows, and enhance responsiveness to residents. Forgoing this initiative means continuing with outdated systems that limit scalability, strain staff, and slow service delivery. As expectations for digital-first, personalized services grow, the Village could miss its chance to lead in smart governance, proactive infrastructure

management, and modern emergency coordination—ultimately falling short of its full potential and being a model for other municipalities.

Concerns Over Potential Changes to USACE CSRM Feasibility Study Requirements:

We urge your attention to potential changes in U.S. Army Corps of Engineers feasibility study policies that may require 35% design completion upfront. While intended to improve project clarity, this shift could place a disproportionate financial burden on local governments and delay critical infrastructure projects. Key concerns include:

- ***Increased Local Cost Burden*:** Local sponsors would need to fund more detailed studies without assurance of federal commitment, potentially deterring participation, especially for smaller communities.
- ***Cost Share Ambiguity*:** It is unclear whether the 35% design requirement would follow feasibility (50/50) or Pre-Engineering and Design (65/35) cost-sharing rules, creating confusion and potential disputes.
- ***Extended Timelines*:** More complex studies could significantly lengthen feasibility phases, delaying urgently needed projects and increasing overall costs.
- ***Redundancy and Duplicative Costs*:** Design work completed early may need to be redone later due to time gaps or differing standards, leading to inefficiencies and added expenses.

MONITORING FY26 FEDERAL APPROPRIATIONS REQUESTS

Key Biscayne K-8 Community School Resilient Infrastructure Construction: Request $5,000,000 in FY26 appropriations to partially match Village's $36M investment in the initial phase of the Key Biscayne K-8 Community School construction project that upgrades the stormwater system, improves roadways and undergrounds electrical and telecommunication around the school to reduce flooding, improve safety and school access, protect property, and ensure greater utility reliability [$2,000,000 approved by Interior Committee; awaiting Congressional approval]

Submerged Off-shore Breakwater System: Request support to meet with NOAA Coastal Zone Management Program to discuss Village's interest and $750,000 need for funding to begin studying the feasibility of an off-shore breakwater on our oceanside shoreline to address increasing storm wave action and continual beach erosion from named and unnamed storms [$412.50 approved by Commerce, Justice & Science; awaiting Congressional approval]]

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PREPARE VOLUNTARY COMMUNICATION GUIDELINES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.01 of the Village of Key Biscayne (the "Village") Charter, the Village Manager is the chief administrative officer of the Village and is responsible for the administration of Village affairs; and

WHEREAS, on November 26, 2024, the Village Manager amended the Employee Policies and Procedures Manual to include a media relations policy, attached as Exhibit "A," requiring Village employees to deliver clear, concise communications and unified messaging, and to provide for efficiency in the public services that the Village employees perform (the "Media Policy"); and

WHEREAS, on October 8, 2025, the Village Manager rescinded the Media Policy; and

WHEREAS, the Village Council supports the Village Manager's rescission of the Media Policy and it is the Village Council's intent not to have a formal media policy; and

WHEREAS, the Village Council supports the Village Manager in his efforts to ensure such clarity in messaging and promoting efficiency in the services that the Village provides to the public; and

WHEREAS, after careful review and consideration, the Village Council desires to authorize the Village Manager to adopt voluntary communication guidelines; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. **Voluntary Communication Guidelines.** That the Village Council hereby authorizes the Village Manager to prepare voluntary communication guidelines.

Section 3. **Effective Date.** That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2024-12, AS AMENDED BY EMERGENCY ORDINANCE NO. 2025-13, RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE, TO DELETE THE SUNSET PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 11, 2024, the Village Council adopted Ordinance No. 2024-12, codified as Article V, "Electric Bicycles, Motorized Scooters, and other Motorized Mobility Devices," of Chapter 26 of the Village Code of Ordinances (the "Ordinance"), which prohibits the operation of Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices (collectively, the "Motorized Devices") on all streets and sidewalks under the Village's jurisdiction; and

WHEREAS, Section 6 of the Ordinance specifically provides that the Ordinance shall automatically sunset on August 30, 2025, unless otherwise extended; and

WHEREAS, on August 22, 2025, the Village Council adopted Emergency Ordinance No. 2025-13, to extend the expiration date of the Ordinance's provisions governing the operation of Motorized Devices on streets and sidewalks under the Village's jurisdiction to protect the life, health, and property of residents and visitors within the Village; and

WHEREAS, the Village Council desires to delete the sunset provision from the Ordinance; and

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

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:[1]

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amendment to Ordinance No. 2024-12. That Ordinance No. 2024-12, as amended by Emergency Ordinance No. 2025-13, is hereby amended to delete the sunset provision set forth in Section 6 thereof.

Section 3. Codification. That it is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's

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

Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

PASSED on first reading on the _____ day of _____ 2025.

PASSED AND ADOPTED on second reading on the ____ day of _____ 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BUSINESS IMPACT ESTIMATE [1]

Meeting Date: 10/14/2025	Date Posted: 10/1/2025	Agenda Item Number: 9A

Title of Proposed Ordinance:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING ORDINANCE NO. 2024-12, AS AMENDED BY EMERGENCY ORDINANCE NO. 2025-13, RELATING TO THE OPERATION OF ELECTRIC BICYCLES, MOTORIZED SCOOTERS, AND OTHER MOTORIZED MOBILITY DEVICES WITHIN THE VILLAGE, TO DELETE THE SUNSET PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The proposed ordinance seeks to delete the sunset provision applicable to Article V, Chapter 26, "Electric Bicycles, Motorized Scooters, and Other Motorized Mobility Devices," of the Village Code, which prohibits and regulates the operation of electric bicycles, motorized scooter, and other motorized mobility devices within the Village.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

N/A

b. New Charges/Fees on Businesses Impacted:

N/A

c. Estimate of Regulatory Costs:

N/A

Good Faith Estimate of Number of Businesses Likely Impacted:

The estimated number of businesses likely to be impacted by the ordinance is estimated to be less than five businesses.

Any Additional Information:

The proposed ordinance deletes the sunset provision thereby allowing the regulations to continue in full force and effect, which could have a negative effect on businesses that offer for sale Electric Bicycles, Motorized Mobility Devices, and Motorized Scooters for sale, as it would disincentivize Village residents from purchasing and using Electric Bicycles, Motorized Mobility Devices, and Motorized Scooters.

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 7, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Part-Time Officer Reserve Pay

RECOMMENDATION

Recommend the Village Council approve the modification to Chapter 23 Article 2 of the Police and Fire Pension Plan, specifically, 23-47 (c).

DISCUSSION

Purpose: The modification of the pension ordinance will allow a retired police employee, receiving a pension, to be re-hired and work on a part-time basis. The part-time reserve employee would receive $30.00 for each hour worked, with a maximum of thirty workable hours per month.

Background: The police department has been actively recruiting and processing applicants for over a year to fill several vacancies. Although some positions have been filled, hiring continues to be a challenge. The agency recently had two (2) tenured employees retire after many years of service to the village. The employees have requested to remain with the agency as part-time employees, who are active in the Police Reserve program.

Justification: The part-time employees would be utilized to cover staffing shortages on the road on various squads and assist with any special events or projects. The employees will maintain their law enforcement certification through the State of Florida. The part-time employees have vast knowledge of the village and departmental operations.

Implementation/Integration Plan: The part-time reserve employee must pass a background process after separation. The employee must attend mandatory in-service training to maintain their law enforcement certification. A Lieutenant will oversee the Part-Time Reserve Officer Program. The employee, per departmental policy, must work a minimum of 12 hours a month to continue participation in the program. The hours will be tracked via daily schedules and payroll forms.

RESOURCE IMPACT

Recurring Funding: Funding will come from the police department approved budgeted line item for salaries FY 2026.

Equipment: Part-Time Reserve Officers will be fitted with a police uniform, police equipment, and a spare police vehicle to complete their duties while at work.

Training: Each participant must adhere to the same training standards of each village police officers, required by the State of Florida. Their training hours will count to their hours worked per month.

FUNDING SOURCES

- ***GL Code:*** GL-001-521-12199
- ***Budget Line-Item:*** Salaries & Wages
- ***Amount:*** Not to Exceed $21,600.00

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

- Goal – Safe & Secure Village
- Focus Area – Ensure Community Safety

ATTACHMENT(S)

Proposed Modification to Chapter 23 Retirement, Article II

Prepared by: Chief Francis J. Sousa

Department Director: Chief Francis J. Sousa | Police Department

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING CHAPTER 23. – RETIREMENT, ARTICLE II - POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN, OF THE VILLAGE OF KEY BISCAYNE CODE OF ORDINANCES REGARDING THE RETIREMENT PLAN FOR POLICE OFFICERS AND FIREFIGHTERS OF THE VILLAGE OF KEY BISCAYNE; SPECIFICALLY, AMENDING SECTION 23-47(C) OF THE VILLAGE CODE TO PERMIT RETIRED POLICE OFFICERS HIRED ON A PART-TIME STATUS TO RECEIVE IN-SERVICE DISTRIBUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") sponsors a defined benefit retirement plan for police officers and firefighters of the Village (the "Retirement Plan"); and

WHEREAS, the Village seeks to rehire police officers who retired from the police department on a normal retirement in a part-time status and permit them to receive an in-service distribution; and

WHEREAS, the Board of Trustees of the Retirement Plan (the "Pension Board") discussed and approved the amendment based on the impact study by the Pension Board's actuary; and

WHEREAS, the Village Council finds that the adoption of this Code amendment to the Retirement Plan is in the best interest of the Village and its employees.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA[1]:

Section 1. **Recitals Adopted**. That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Village Code Amended**. Section 23-47 – "Commencement of benefits" of Article II – "Police Officers and Firefighters Retirement Plan" of Chapter 23 – "Retirement", of the Village Code is hereby amended, as follows:

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

Chapter 23- RETIREMENT

***

Article II – POLICE OFFICERS AND FIREFIGHTERS RETIREMENT PLAN

***

Sec. 23-47. – Commencement of benefits.

(c) Notwithstanding any provision in this Plan to the contrary, a police chief or fire chief who is eligible for an unreduced normal retirement benefit, separated from employment and has opted not to participate as a member of this System, or a former police or fire chief who has separated from employment and is employed by the Village in a managerial position not covered by this Plan, or a retiree who retired from employment in the Police Department on a normal retirement that has been rehired by the Village as a part-time police officer, may receive an in-service distribution, provided any such distribution complies with the applicable requirements of the Internal Revenue Code, Treasury Regulations and guidance issued by the Internal Revenue Service with respect to in-service distributions. For the purpose of this paragraph, "separated from employment" means separation from Village employment for one day or more.

***

Section 3. Conflicts. All sections or parts of sections of the Village Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. **Severability.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 7. **Codification.** It is the intention of the Village Council that the provisions of this ordinance shall become and be made a part of the Code of the Village of Key Biscayne, and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. Effective Date. This ordinance shall become effective upon adoption at second reading.

PASSED on first reading this _____ day of _____2025.

PASSED and **ADOPTED** on second reading this _____ day of _____2025.

First Reading:
Motion by: _____
Second by: _____

Second and Final Reading:
Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION
Councilmember Michael F. Bracken ____
Councilmember Fraklin H. Caplan _____
Councilmember Edward London ____
Councilmember Nancy Stoner ____
Councilmember Fernando A. Vazquez ____
Vice Mayor Oscar Sardinas ____
Mayor Joe I. Rasco ____

_____
Joe I. Rasco, Mayor

ATTEST:

_____
Jocelyn B. Koch
Village Clerk

Approved as to Form and Legality for the Use
And Benefit of the Village of Key Biscayne Only:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 2-10, "ADVISORY BOARDS," OF CHAPTER 2 OF THE VILLAGE CODE OF ORDINANCES RELATING TO ADVISORY BOARD ADMINISTRATION AND BOARD MEMBER REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Key Biscayne ("Village") desires to revise provisions relating to advisory board administration and board member requirements for all Village boards created pursuant to Section 2-10, "Advisory Boards" of the Village Code of Ordinances; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:[1]

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

Section 2. Amending Section 2-10, "Advisory Boards" of the Village Code. That Section 2-10, "Advisory Boards" of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 2 – ADMINISTRATION

* * *

Article I. – IN GENERAL

* * *

Sec. 2-10. Advisory boards.

* * *

(e) Unless otherwise provided by the ordinance which establishes a specific board, board reports which are presented to the Council shall include the following components:

(1) *Name*. The name of the board making the report, a listing of officers, an attendance table including members and any other person(s) who attended the meetings, all agendas, minutes, staff reports, and any other documents that were reviewed by the board. This information may be complied in a separate document.

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

(2) *Methodology*. The report shall include a description of the way in which the board undertook its charge.

(3) *Facts found*. The report shall include the facts uncovered or information obtained.

(4) *Recommendations*. The report shall include the recommendations of the board, preferably in a form suitable for framing of a motion for the Village Council to consider.

(5) *Timing of report*. Boards shall submit an annual progress report to the Village Council at the first Council meeting in December of each year. The annual progress report shall include a listing of the boards' work program for the following calendar year. The boards' work program shall be subject to approval by the Village Council. Those boards of limited duration which have completed their work prior to the December timeframe set forth above, shall ~~earlier~~ present their report to the Council once their assigned work has been completed. In addition, ~~the Chairperson or designated member(s) of each~~ upon the Village Council's request, a board shall provide and present a ~~quarterly verbal~~ report to the Village Council ~~which addresses the progress that the board has made in completing the board's work program. The quarterly progress reports shall be presented at the first Village Council meeting in each of the following months: March, June and September. The annual progress report in December shall serve as the progress report for that quarter~~. As background information for ~~the quarterly~~ reports of the board, Village staff shall provide the Village Council with an attendance chart of the board, board agendas, board minutes, the yearly work program of the board, and a list of the accomplishments that the board has achieved during the prior quarter.

(6) *Signatures*. All members of the board who concur with the report must sign the report. The Chairperson may sign the report only if a majority of the members of the board approve the report and authorize the Chairperson to sign. Those members who do not concur with the report shall be listed as dissenting members. The dissenting members may submit their own report(s) in the same format as presented above.

(7) *Resolution*. The board's report may include a proposed resolution for consideration by the Village Council as a vehicle for adopting the recommendations of the board.

* * *

(h) Board members must be residents of the Village who are 18 years of age or older and may only serve on one board.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the

Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

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

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2025.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Florida Department of Environmental Protection Clean Water State Revolving Fund Construction Loan

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to apply for a construction loan from the Florida Department of Environmental Protection Clean Water State Revolving Fund Program in the amount of $60,000,000 to fund the Zone 1 (K-8 Basin) Stormwater System Improvements project.

DISCUSSION

Purpose: This item seeks authorization to apply for a low-interest construction loan to finance critical stormwater infrastructure improvements in Zone 1 of the Village's Resilient Infrastructure and Adaptation Program (RIAP). The project will significantly enhance flood mitigation and water quality protection for Biscayne Bay.

Background: The Zone 1 project area encompasses approximately 115 acres and 280 homes centered around the K-8 Center School and surrounding residential neighborhood. The Village successfully secured a $4,362,980 pre-construction loan from FDEP CWSRF in 2023, and the project design is now 100% complete. This pre-construction loan is in the final reimbursement and close out phase.

The loan amount of $60,000,000 was chosen because the CWSRF program allows a maximum of $20M in annual reimbursable expenses and the construction timeline for this project is 3 years. The project includes a new pump station, upgraded drainage system, water quality treatment systems, and roadway improvements.

Specific Project Components the Loan Will Fund:

1. **Stormwater Infrastructure:**
   - Upsizing stormwater system components and installation of stormwater force mains
   - New pump station in Harbor Park
   - Upgrading outfalls to increase capacity and reduce environmental impact
   - Water quality treatment features in the pump station and inlet filtration baskets
2. **Roadway and Site Improvements:**
   - Reconfiguring and elevating roadways to complement the stormwater system
   - Streetscape improvements to facilitate runoff drainage
   - Restoration of land disturbed by installation of stormwater system improvements

3. **Utilities:**
    - Replacing potable water pipes and sanitary sewer lines as a result of conflicts with the new stormwater system alignment

Components the Loan Will Not Fund:

- Installation of new fire hydrants
- Underground electrical and telecommunications utilities
- Replacing potable water pipes and sanitary sewer lines outside of conflicts with the new stormwater system
- Any work that is not the result of the stormwater system upgrades.

Justification: The FDEP Clean Water State Revolving Fund offers favorable low-interest financing (currently estimated under 4% interest rate) with a 20-year repayment term. The loan operates as a reimbursement-based line of credit, allowing the Village to draw up to $20 million annually for eligible project expenses. Upon project completion, the total reimbursed amount becomes the loan principal, capped at $60 million. Additionally, debt service payments are deferred until six months after project completion, providing cash flow flexibility during the construction phase.

Implementation/Integration Plan: Approval of this item allows the Village to submit the loan application. Upon Council approval after two readings, staff will submit the formal loan application to FDEP by the due date December 11, 2025. If approved, the loan agreement will be presented to Council for final acceptance. Construction activities are projected to commence in 2026 following the completion of the procurement process.

RESOURCE IMPACT

Recurring Funding: Annual debt service is estimated at $2,079,460 (including 15% coverage factor) over the 20-year loan term.

Personnel: No additional staffing requirements. Existing Village staff and consultant support will manage compliance and loan oversight.

Equipment: N/A
Facilities: N/A
Training: N/A

FUNDING SOURCES

The loan will be repaid through the Village's Stormwater Enterprise Fund. The stormwater fee will need to be increased incrementally over the next 5 years to meet the debt service payments for $60M when they are expected to be due beginning FY2029. Assuming the fee will be increased incrementally, current financial projections demonstrate the Village's capacity to meet debt service obligations while maintaining adequate fund reserves.

The proposed increase schedule to be able to pay the debt service for the $60M when the payment start is as follows:

2027	2028	2029	2030	2031
15%	25%	30%	30%	15%

- **GL Code**: N/A
- **Budget Line-Item**: CIP FY26 - "Construct Zone 1 - K8 School Central Stormwater Basin"
- **Amount**: $60,000,000
- **Maintenance & Repair:** N/A

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This project directly supports the Village's strategic focus area of "Resilient and Sustainable Environment and Infrastructure" by enhancing flood protection and improving water quality management systems.

ATTACHMENT(S)

1. **Draft Loan Application**
2. **Ordinance Authorizing Loan Agreement With DEP**

Prepared by: Colleen Durfee, CIP and Grant Manager

Department Director: Benjamin Nussbaum | Finance

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING THE VILLAGE'S STORMWATER PROJECT RELATING TO THE CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for state loans to local governmental agencies to finance the planning of stormwater treatment facilities; and

WHEREAS, the Village of Key Biscayne (the "Village") needs to upgrade its stormwater system to reduce flooding and improve the water quality of the runoff entering Biscayne Bay for the most flood prone area of the Village of Key Biscayne; and

WHEREAS, such stormwater improvements include a new expanded and interconnected conveyance system, pump station, expanded outfalls, water and sewer line relocations to avoid conflicts with other underground utility lines, and road raising (the "Project"); and

WHEREAS, Florida Administrative Code Rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement; and

WHEREAS, the Project is eligible for funding under the State's Clean Water State Revolving Fund ("CWSRF") and the Village intends to apply for a loan from the CWSRF to finance the Project; and

WHEREAS, if such loan is approved, the Village intends to enter into a loan agreement (the "Loan Agreement") with the Department of Environmental Protection ("DEP") under the

CWSRF for Project financing, initially in an amount not to exceed $60,000,000; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest of the Village's residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

Section 2. Authorization to Apply. That the Village is authorized to apply for a loan from the CWSRF to finance the Project.

Section 3. Pledged Revenues. That the revenues pledged for the repayment of the loan described in the Loan Agreement shall consist of Stormwater Utility Fees as defined by Section 403.0893(3), Florida Statutes, and established, assessed and collected by the Village pursuant to Ordinance No. 93-11 adopted by the Council on June 22, 1993, as amended by Ordinance No. 93-11-A (as codified in Chapter 29 of the Village's Code of Ordinances), after payment of debt service on the Village's Stormwater Utility Refunding and Improvement Revenue Bonds, Series 2013 (as amended and reissued in 2016).

Section 4. Village Manager Authorization. That the Village Manager is hereby designated as the authorized representative of the Village to execute the Loan Application and to provide the assurances and commitments required by such Loan Application, to represent and act for the Village in carrying out the Village's responsibilities under the Loan Agreement, and to delegate responsibility to appropriate Village staff to carry out technical, financial, and administrative activities associated with the Loan Application and the Loan Agreement.

Section 5. **Authorization to Execute Loan Agreement.** That the Village Manager is hereby designated as the authorized representative of the Village to execute the Loan Agreement in substantial conformity with the standard form of Loan Agreement required by DEP for its CWSRF Loans and after approval by the Village Attorney, which Loan Agreement will become a binding obligation in accordance with its terms when signed by both parties.

Section 6. **Legal Authority.** That the legal authority for borrowing monies to plan this project is provided to the Village by Section 166.021, Florida Statutes, and Section 166.111, Florida Statutes.

Section 7. **Conflicts.** That all resolutions or parts of resolutions and all ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed to the extent of any conflicting provisions.

Section 8. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 9. **Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____, 2025.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2025.

_____

JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE REVOLVING FUND LOAN PROGRAM for Point Source Water Pollution Control

LOAN APPLICATION

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Blvd., MS 3505
Tallahassee, FL 32399-3000

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LOAN APPLICATION

(1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.

(2) COMPLETING THE APPLICATION.

(a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.

(b) All information provided on this application must be printed. Monetary amounts may be rounded.

(c) Forms and attachments to be submitted are denoted with italic print.

(3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

(1) PROJECT SPONSOR _____

Federal Employer Identification Number _____

DUNS Number _____

(2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).

Name _____ Title _____

Telephone _____ FAX _____ Email _____

Mailing Address _____

_____

(3) PRIMARY CONTACT (person to answer questions regarding this application).

Name _____ Title _____

Telephone _____ FAX _____ Email _____

Employer _____

Mailing Address _____

_____

(4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #_____*).

Name _____ Title _____

Telephone _____ FAX _____ Email _____

Employer _____

Mailing Address _____

_____

(5) PROJECT NUMBER (listed on the Department's priority list). _____

(6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? ☐ Yes ☐ No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

(1) ACTIVITIES. Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #*_____) Are these activities the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No. If "No", please explain. (*Attachment #*_____)

(2) SCHEDULE.

(a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation _____

Engineering work _____

Certification of site availability _____

Permit _____

(b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If "Yes", please explain. (*Attachment #*_____) ☐ Yes ☐ No

(c) Is this a design/build project? ☐ Yes ☐ No

(3) COST. Is the cost information submitted for the planning, design or SSES loan priority list current? If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disbursable amount will be limited to the priority list amount. ☐ Yes ☐ No

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

(1) ACTIVITIES.

(a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #*_____).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? ☐ Yes ☐ No

If "No", please explain. (*Attachment #*_____)

(b) Have any of the contracts been bid? ☐ Yes ☐ No

If "Yes", indicate which contracts have been bid. (*Attachment #*_____)

(c) Was planning, design, or SSES for this project financed in another SRF loan? ☐ Yes ☐ No

If "Yes", give the SRF loan number. _____

(d) Does this project involve an interlocal agreement with other local governments or other entities? ☐ Yes ☐ No

If "Yes", attach a copy of the interlocal agreement. (*Attachment #*_____)

Is the interlocal agreement fully executed and enforceable? ☐ Yes ☐ No

If "No", please explain (*Attachment #*_____).

(2) SCHEDULE. (month and year)

(a) Anticipated notice to proceed for first construction contract. _____

(b) Anticipated completion of all construction contracts. _____

(3) COST. Is the cost information submitted for the priority list current? ☐ Yes ☐ No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #*_____) Note that the disbursable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

(1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is $_____

Note that the disbursable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

(2) TERMS AND REPAYMENT.

(a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? _____ (years)

Over how many years would you like to amortize the loan? _____ (years)

(b) List all revenues that are to be pledged for repayment of this loan. _____.

(c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? _____% (coverage percentage)

(d) Is any other financial assistance being applied to this project? ☐ Yes ☐ No

If "Yes", please list. (*Attachment #*_____)

(3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of $10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

(a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (*Attachment #*_____) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of $10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.

(b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

(c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #_____*).

(d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #_____*).

(5) ACTUAL AND PROJECTED REVENUES.

(a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.

(b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.

(6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #_____*) The opinion must address the following:

(a) Availability of the revenues to repay the loan.

(b) Right to increase rates at which revenues shall be collected to repay the loan.

(c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.

(7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

(1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #_____*) for the following:

(a) Pledging revenues to repay the loan.

(b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.

(2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

(a) Assurances for capitalization grant projects.

1. Complete all facilities for which funding has been provided.
2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.

11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.

13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.

14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.

16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.

17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.

18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.

19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.

20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.

21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

(b) Assurances for other projects.

1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.

2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.

3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.

4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.

5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.

7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.

8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.

10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.

11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.

12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.

13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.

14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

(c) Assurances for all projects. The loan recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 _____

Authorized Representative _____ _____

(signature) *(name typed or printed)*

Attachments

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1	#2	#3
Identify Each Obligation	_____	_____	_____
Coverage	_____ %	_____ %	_____ %
Insured?	_____ Yes _____ No	_____ Yes _____ No	_____ Yes _____ No

Fiscal Year	**Annual Debt Service (Principal Plus Interest)** #1	#2	#3	**Total Debt Service**	**Total Debt Service Incl. Coverage**
2011	$	$	$	$	$
2012	$	$	$	$	$
2013	$	$	$	$	$
2014	$	$	$	$	$
2015	$	$	$	$	$
2016	$	$	$	$	$
2017	$	$	$	$	$
2018	$	$	$	$	$
2019	$	$	$	$	$
2020	$	$	$	$	$
2021	$	$	$	$	$
2022	$	$	$	$	$
2023	$	$	$	$	$
2024	$	$	$	$	$
2025	$	$	$	$	$
2026	$	$	$	$	$
2027	$	$	$	$	$
2028	$	$	$	$	$
2029	$	$	$	$	$
2030	$	$	$	$	$
2031	$	$	$	$	$
2032	$	$	$	$	$
2033	$	$	$	$	$
2034	$	$	$	$	$
2035	$	$	$	$	$
2036	$	$	$	$	$
2037	$	$	$	$	$

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

		FY 20	FY 20
(a)	Operating Revenues (Source)		
	_____	_____	_____
	_____	_____	_____
(b)	Interest Income	_____	_____
(c)	Other Income or Revenue (Identify)		
	_____	_____	_____
	_____	_____	_____
(d)	Total Revenues	_____	_____
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	_____	_____
(f)	Net Revenues [(f) = (d) – (e)]	_____	_____
(g)	Debt Service (including any required coverage)	_____	_____

(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (*Attachment #*_____)

(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (*Attachment #*_____)

(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (*Attachment #*_____)

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment #_____*)

		FY 20	FY 20	FY 20	FY 20	FY 20
(a)	Operating Revenue					
(b)	Interest Income					
(c)	Other Income or Revenue (identify)					
	_____					
	_____					
(d)	Total Revenues					
(e)	Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)					
(f)	Net Revenues (f = d - e)					
(g)	Revenue (including coverage) pledged to debt service, excluding SRF loans					
(h)	Revenue (including coverage) pledged to outstanding SRF loans					
(i)	Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]					

(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #_____*). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? ☐ Yes ☐ No

If "No", please explain. (*Attachment #_____*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Acceptance of Rate Sheet and Execution of Professional Services Agreement – GIT Consulting LLC

RECOMMENDATION

Request Village Council authorization for the Village Manager to first accept the hourly Rate Sheet negotiated by the Ad-Hoc Selection Committee with GIT Consulting LLC, and subsequently execute the Professional Services Agreement for the Zone 1 Alternative Stormwater Modeling and Planning Project (RFQ #2025-13) under a time-and-materials contract not to exceed $240,810.

DISCUSSION

Purpose: The purpose of this action is to obtain Council approval to accept the negotiated rate sheet and authorize execution of the Professional Services Agreement between the Village and GIT Consulting LLC for the Zone 1 Alternative Stormwater Modeling and Planning Project (RFQ #2025-13). The agreement establishes a time-and-materials contract not to exceed $240,810, based on hourly billing rates negotiated by the Ad-Hoc Committee that are consistent with industry standards and the approved scope of work. This structure ensures that the Village pays only for actual time and effort expended—up to the established maximum—providing cost control, accountability, and flexibility while allowing the project to move forward efficiently at fair and consistent rates.

Background: Following completion of the competitive RFQ process and evaluation by the Ad-Hoc Selection Committee, GIT Consulting LLC was identified as the top-ranked firm for the Zone 1 Alternative Stormwater Modeling and Planning Project (RFQ #2025-13). The committee successfully negotiated a Rate Sheet establishing fair and competitive hourly billing rates consistent with industry standards and the project's defined scope of work. Acceptance of this Rate Sheet formalizes the cost structure for a time-and-materials contract not to exceed $240,810, which aligns with the project's four-month work plan.

Once the Rate Sheet is approved, the Village Manager will execute the Professional Services Agreement, which defines the terms, deliverables, and schedule of work. This structure ensures that services are billed only for verified time and effort expended—up to the established maximum—providing fiscal accountability and flexibility for the Village to prioritize key

modeling and planning tasks. Approval of these items will allow the project to move forward efficiently, focusing on evaluating stormwater alternatives within the Zone 1 basin, particularly the K-8 School area.

Justification: Approval of the negotiated Rate Sheet and Professional Services Agreement supports the Village's continued progress on the Zone 1 Alternative Stormwater Modeling and Planning Project, ensuring professional services are secured at fair and competitive rates while meeting all RFQ and procurement requirements. This not-to-exceed, time-and-materials structure provides transparency and cost control, allowing the Village to engage specialized technical expertise as needed while maintaining full fiscal oversight. Adoption of these negotiated terms enables the project to advance efficiently without delay to subsequent design phases, reviews, and stakeholder coordination.

Upon Council approval, the Village will first accept the negotiated Rate Sheet establishing the hourly billing rates for professional stormwater engineering services under RFQ #2025-13. Following acceptance, the Village Manager will execute the Professional Services Agreement with GIT Consulting LLC, formalizing a time-and-materials contract not to exceed $240,810. A formal Notice to Proceed will then be issued to initiate the project.

GIT Consulting LLC will coordinate closely with Public Works staff throughout the four-month work plan, which includes data collection, hydraulic modeling, conceptual design development, and stakeholder engagement. Project progress will be monitored through milestone reviews, scheduled meetings, and monthly invoices based on actual time and materials expended.

All activities will be managed within the approved not-to-exceed limit to ensure fiscal accountability and alignment with authorized funding. The Public Works Department will oversee performance, verify deliverables, and confirm compliance with project objectives and Village standards prior to authorizing payments or advancing to subsequent project phases.

RESOURCE IMPACT

- **Recurring Funding:** Capital Projects Budget
- **Personnel:** No new personnel required
- **Equipment:** No new Village equipment required
- **Facilities:** Not applicable

FUNDING SOURCES

- **GL Code:** 301-41-541-31005
- **Budget Line-Item:** "RIAP Zone 1 Ad-Hoc Committee Studies and Analysis"
- **Amount:** $240,810.00
- **Funding Source:** Capital Projects Budget

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's Strategic Focus Areas of Resilient Infrastructure, Operational Excellence, and Proactive Asset Management by securing technical expertise essential to evaluating and advancing alternative stormwater approaches consistent with Village resiliency objectives.

ATTACHMENT(S)

- 1.c. Zone 1 Alternative Stormwater Modeling and Planning 2025-13
- 2025-10-02-GIT-Budget-Submission_rev2
- Professional Services Agreement

Prepared by: Christopher Miranda, Public Works Director
Reviewed by: Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH GIT CONSULTING LLC PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2025-13 FOR ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2025, the Village Council of the Village of Key Biscayne ("Village") established an Ad Hoc Committee (the "Committee") to evaluate the level of service and design criteria to streamline and reduce costs related to the stormwater system requirements and construction the K-8 School (Zone 1) Stormwater Drainage Improvements Project (the "Project"); and

WHEREAS, based on the feedback received by the Committee, the Village issued Request for Qualifications No. 2025-13 ("RFQ") for Zone 1 Alternative Stormwater Modeling and Planning Services (the "Services") for the Project; and

WHEREAS, three firms submitted qualifications by the RFQ deadline; and

WHEREAS, the Committee, serving as an Evaluation Committee, short listed firms and ranked GIT Consulting LLC (the "Consultant") as the most qualified firms for the Services; and

WHEREAS, on August 19, 2025, the Village Council selected the Consultant as the most qualified firm for the Services and authorized the Committee to negotiate an agreement with the Consultant for approval at a future meeting; and

WHEREAS, the Village Council desires to approve and authorize the Village Manager to execute the Professional Services Agreement (the "Agreement"), in substantially the form attached hereto as Exhibit "A," and the rates negotiated by the Committee as set forth in the Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and

welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Approval. That the Village Council hereby approves the Agreement attached hereto as Exhibit "A" and the rates set forth in the Proposal attached hereto as Exhibit "B."

Section 3. Authorization. That the Village Council hereby authorizes the Village Manager to execute the Agreement with the Consultant, in substantially the form attached hereto as Exhibit "A" and in accordance with the Proposal, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this _ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

GIT CONSULTING LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **GIT CONSULTING LLC**, a Florida limited liability company (the "Consultant").

WHEREAS, the Village issued Request for Qualifications (RFQ) 2025-13 for professional engineering and design services related to the Zone 1 Alternative Stormwater Modeling And Planning; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for professional engineering services, as set forth in the Consultant's Proposal attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

1.1. The Consultant shall furnish such professional services and provide deliverables (the "Services") for the tasks described in the Proposal attached hereto and made a part hereof as Exhibit "A" (the "Statement of Work" or "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

1.3. The Consultant shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

2. Term/Commencement Date.

2.1. This Agreement shall commence on the Effective Date and continue for four months, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two additional four-month periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Statement of Work and the Notice to Proceed for

each Project in the manner provided in this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the approved fixed lump sum set forth in the Statement of Work or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.2. During each Project, Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under the Statement of Work for such Project. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each Project. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Consultant's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subcontractors.

4.1. The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval shall be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project 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 Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant 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 Village as an independent contractor of the Village. Consultant 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 Consultant 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 Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant 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, Consultant 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 Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, 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. Consultant 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village 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 Consultant. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant'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 Village. The Consultant 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, Consultant 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. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village 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 Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village 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. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this

Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village 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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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 Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village 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 Village.

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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant 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 Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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.**

Custodian of Records:	**Jocelyn B. Koch**
Mailing address:	**88 West McIntyre Street**
	Key Biscayne, FL 33149
Telephone number:	**305-365-5506**
Email:	**jkoch@keybiscayne.fl.gov**

17. **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.

18. **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.

19. **Entire Agreement/Modification/Amendment.**

    19.1. 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.

    19.2. 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.

20. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

21. **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.

22. **Independent .** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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.

23. **Compliance with Laws.** The Consultant 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.

24. **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.

25. **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.

26. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

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

enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

27.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

28. 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.

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

29.1. First Priority: this Base Agreement;
29.2. Second Priority: Change Orders with later date taking precedence;
29.3. Third Priority: Exhibit A – Consultant's Proposal; and
29.4. Fourth Priority: Work Orders, with later date taking precedence.

[Remainder of page intentionally left blank.

Signature pages follow.]

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

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn Brewster Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
aagha@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____

_____

_____

_____

_____(telephone)

_____(facsimile)

_____(email)

With a copy to:

_____

_____

_____

_____

_____(telephone)

_____(facsimile)

_____(email)

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

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

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

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

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

2025 GIT CONSULTING, Revision 2, 10/02/2025

10/2/2025

Village of Key Biscayne
Christopher Miranda
Director of Public Works
Key Biscayne FL, 33149

Subject: Budget Submission – Zone 1 Alternative Stormwater Plan, rev 1

Dear Chris,

Pursuant to the Village's request, GIT Consulting LLC is pleased to submit the updated Budget Submission – Zone 1 Alternative Stormwater Plan, incorporating the additional details requested by the reviewing team.

This submittal provides a detailed breakdown of the proposed scope of work, organized into six tasks: data collection and review, flood area delineation and hydraulic analysis, conceptual design of alternative drainage system, phasing and implementation strategy, cost estimation and budget analysis, and stakeholder coordination. Each task is supported by professional staff at billing rates consistent with the GIT Consulting Hourly Rate Sheet (Appendix), with hours and costs itemized by role.

The engagement is structured on a time-and-materials basis, with a not-to-exceed cost of $240,810. The four-month work plan is designed to deliver near-term results while advancing modular stormwater management solutions, including drainage wells, localized pumping, and green infrastructure. This phased approach provides the Village with a resilient framework to mitigate flooding in Zone 1 while maintaining flexibility to adapt to future sea-level rise and evolving stormwater management needs.

This budget has been prepared in accordance with the awarded scope of services and is submitted for the Village's review and confirmation. Any additional information, clarifications, or adjustments requested by the Village will be promptly furnished to ensure alignment with project requirements.

Sincerely,



Georgio Tachiev, PE, PhD
President GIT Consulting LLC

GIT Consulting, 701 Brickell Ave, Suite 1550, Miami, FL 33131
ph: 305-632-9386, fax: 305-200-0168, email: georgio@gitconsulting.net

Budget Submission – Zone 1 Alternative Stormwater Plan

INTRODUCTION

The Village of Key Biscayne's Zone 1 (the K-8 School Basin) requires a practical and cost-conscious stormwater solution to address recurring flooding conditions while aligning with Miami-Dade County resiliency standards.

The proposed scope includes the development and evaluation of stormwater improvements consisting of pumping facilities, drainage wells, and green infrastructure. This approach enables phased implementation while balancing flood protection, water quality, and long-term resilience.

TASK 1 – DATA COLLECTION AND REVIEW (WEEKS 1–2)

Compile and evaluate LiDAR data, GIS-based drainage maps, historical rainfall records, and legacy hydrologic/hydraulic models. Review Village records and documented community input to identify existing and potential flood-prone areas. Develop preliminary design criteria that meet or exceed the minimum requirements and level of service specified in the RFQ, ensuring consistency with SFWMD, County, municipal, and state standards, as well as County sea level rise projections. Assess proposed discharge opportunities, including discharges to wells and the incorporation of green infrastructure practices, relative to existing discharge analyses to confirm feasibility and alignment with applicable permitting criteria. All findings, assumptions, and draft design criteria shall be submitted for Village review and approval prior to advancement into subsequent design phases.

Deliverable: Data and Criteria Summary Memorandum.

TASK 2 – FLOOD AREA DELINEATION AND HYDRAULIC ANALYSIS (WEEKS 2–6)

Define sub-catchments in Zone 1 based on natural sump points and topographic divides, differentiating these from the broader administrative boundary of Zone 1. Sub-catchments will represent the hydraulically distinct drainage units that control local runoff response, while the Zone 1 boundary provides the management and jurisdictional framework for implementation.

A baseline hydraulic and hydrologic model will be developed using MIKE+ (DHI Software), which integrates 1D drainage networks with 2D overland flow. Delineation of overland flow will be based on natural topography, with the model domain extending beyond the Zone 1 boundary to account for off-site influences and potential downstream or adjacent impacts. The baseline model will incorporate rainfall conditions, surface and subsurface storage, and sea level rise projections.

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The conceptual system plan will be prepared at a level of detail sufficient to evaluate both existing conditions and candidate improvements. This will include representation of the detailed drainage system with pipes, check valves, control structures, and pumping operations to wells or regulated outfalls. The analysis will quantify runoff volumes, evaluate storage and conveyance, and identify priority sub-areas most susceptible to flooding.

The objective of this modeling effort is to identify potential locations where stormwater infrastructure elements—such as wells, distributed green infrastructure practices, pipelines, and localized pumping facilities—can be sited to address localized flooding. The evaluation will also consider available space for siting improvements to achieve a distributed stormwater management system capable of efficiently mitigating local flood-prone areas.

Deliverable: Map and Modeling Report, including spatial distribution of peak flood depths across the project area.

TASK 3 – CONCEPTUAL DESIGN OF DECENTRALIZED PUMPING NETWORK (WEEKS 5–10)

Prepare conceptual drainage plans that provide a high-level overview of the stormwater management strategy, illustrating the general layout, approach, and proposed improvements. The plans shall depict proposed infrastructure, including inlets, manholes, conveyance pipes, pump stations, swales, green infrastructure, and discharges to wells.

The conceptual plans will be advanced with sufficient detail to confirm that all proposed measures are permittable. Time will be allocated for engagement with permitting agencies, including Miami-Dade County, the Florida Department of Environmental Protection (FDEP), and other applicable state and regional agencies, to verify compliance and permitting feasibility. The conceptual design will quantify system performance under both present-day and future conditions, including the impacts of sea level rise over time.

The evaluation will incorporate road raising and harmonization, as required, to maintain access and integrate with surrounding drainage networks. The analysis will also confirm that the conceptual system addresses Underground Injection Control (UIC) and FDEP requirements for well spacing and allowable head limits.

The planning effort will further account for operational and physical constraints, including power supply requirements for pumping stations, conflicts with existing utilities, and the land area required to implement proposed facilities. Together, these considerations will support the development of a conceptual drainage plan that provides a practical, permittable, and resilient stormwater management strategy consistent with local, County, municipal, and state standards.

The conceptual drainage plans will also include a floodplain pre- and post- conditions layout to visually demonstrate the benefits of the proposed improvements. Existing floodplain extents, depths, and durations will be delineated under baseline conditions, and these will be compared against modeled conditions with the proposed drainage system in place. The comparative layouts will highlight reductions in flood extent, localized ponding, and duration of inundation, providing clear evidence of anticipated performance gains. These graphics will serve as both a planning tool for refinement of alternatives and a communication tool for regulatory agencies, stakeholders, and the community to understand the tangible outcomes of the proposed stormwater strategy.

Deliverable:

- Conceptual Layout Plans.
- Road Clearance Timelines: Time required for water to recede from roadways to allow safe passage for:
    - 14 inches – Emergency vehicles (ambulance, fire truck)
    - 8 inches – Police vehicles
    - 6 inches – Standard passenger cars
- The above analysis will be repeated using sea level rise and rainfall intensity projections consistent with Miami-Dade County and SFWMD standards for the year 2025 conditions, including:
    - Adjusted flood depths and drainage times
    - Updated vehicle clearance timelines
    - Anticipated degradation in system performance

TASK 4 – PHASING AND IMPLEMENTATION STRATEGY (WEEKS 9–12)

Develop a phased implementation roadmap beginning with the K-8 School basin as the initial focus area. This basin will serve as the pilot for integrated hydrologic and hydraulic analysis, establishing the foundation for subsequent phases. Drainage improvements in other basins will be prioritized based on documented severity of flooding, cost-effectiveness of mitigation, and potential benefit to adjacent basins.

The roadmap shall include a framework for integration with the Village-wide drainage system, ensuring compatibility with existing infrastructure, future upgrades, and long-term maintenance strategies. The integrated MIKE+ (DHI Software) model will extend beyond the Zone 1 boundary to include potentially impacted neighboring areas, enabling evaluation of cross-basin interactions, inter-basin flow dynamics, and cumulative impacts. Concept development shall account for potential hydraulic impacts on neighboring basins, including backflow risks, altered flow paths, and capacity constraints.

The roadmap will also identify opportunities for strategic interconnection of sub-basins to enhance system-wide performance and resilience. Coordination with Village staff and review of regional master plans will guide tie-ins and ensure alignment with broader stormwater objectives. The overall objective is to create a distributed, interconnected stormwater management system that is phased, resilient, and adaptable to evolving conditions, including sea level rise and future development.

Deliverable: Phasing and Implementation Strategy Document.

TASK 5 – COST MANAGEMENT AND BUDGET ANALYSIS (WEEKS 10–14)

Prepare Class 5 conceptual cost estimates to support planning-level decision-making. Estimates will follow AACEI recommended practices and include a defined range of accuracy (-20% to -50% on the low side, +30% to +100% on the high side) appropriate for Class 5 estimates. Escalation factors will be applied to reflect anticipated inflation and construction cost trends, with midpoint of construction used as the escalation reference point. The basis of estimate will clearly define inclusions (major drainage infrastructure, wells, green infrastructure, pumps, piping, and supporting civil works) and exclusions (land acquisition, utility relocations outside project scope, financing costs, and non-construction program costs).

A lifecycle cost analysis will be performed to capture long-term financial implications beyond initial capital investment. This analysis will quantify operation, maintenance, repair, and replacement needs for wells, pump stations, green infrastructure elements, and conveyance facilities. Maintenance intervals, service life assumptions, and replacement cycles will be specified to enable projection of annualized costs over the system's design horizon.

The budget report will compare phased construction costs with lifecycle O&M obligations and present a cost-benefit analysis that evaluates effectiveness relative to flood reduction performance and regulatory compliance. Coordination with an Independent Cost Review will be included to provide third-party validation of cost assumptions and escalation factors. Findings will be documented in a clear, auditable format, enabling the Village to evaluate financial feasibility, prioritize phases, and align budget allocations with long-term resiliency objectives.

Deliverable: Conceptual Cost Management Report. The evaluation will include a side-by-side comparison of the capital construction costs and long-term maintenance and operational obligations, for the proposed and existing AECOM design.

TASK 6 – STAKEHOLDER COORDINATION AND PRESENTATION (WEEKS 12–16)

Conduct structured meetings with Village staff, Council members, and community stakeholders at key milestones to present findings, discuss alternatives, and obtain feedback. Coordination with

staff will not be limited to milestone meetings but will occur continuously throughout the project to ensure consistency with Village priorities, integration with ongoing initiatives, and alignment with permitting and regulatory requirements.

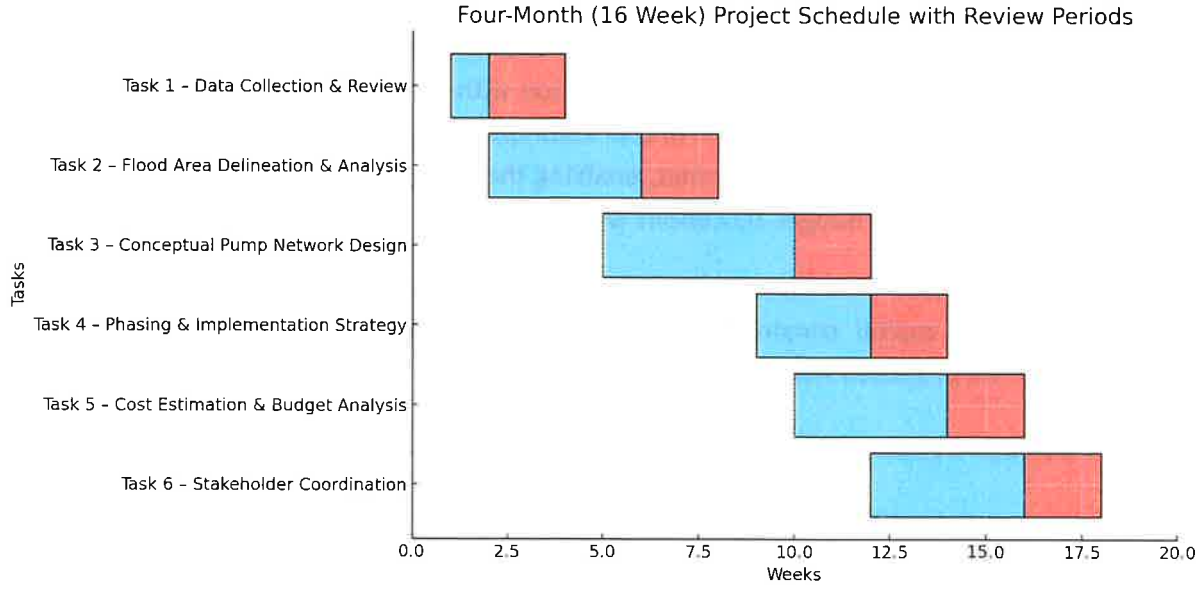
Stakeholder engagement will include workshops, presentations, and targeted discussions designed to capture technical, operational, and community perspectives. Feedback received will be documented, reviewed with the project team, and systematically incorporated into the evolving conceptual plan. The final conceptual plan will therefore reflect a collaborative process, ensuring that proposed stormwater strategies are technically sound, financially feasible, permittable, and responsive to community needs.

Deliverable: Final Scope Document and Presentation.

TIMELINE – GANTT CHART

The following chart illustrates the four-month schedule. Tasks are staggered and overlap to allow efficient completion. The chart also highlights that the system is modularized with drainage wells, pumping, and green infrastructure as fundamental components of the decentralized approach.

Stakeholder coordination will occur throughout the project, not only at defined milestones but as an ongoing process integrated into each task. Regular coordination with Village staff, Council representatives, regulatory agencies, and community stakeholders will ensure that feedback is continuously incorporated, guiding technical development, permitting considerations, and refinement of the conceptual design.



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Time for review and acceptance of deliverables (2 weeks) will be included in each task while advancing to subsequent tasks. This review step ensures that the Village, permitting agencies, and stakeholders have an opportunity to validate interim results, provide direction, and confirm alignment with project objectives, maintaining accountability and consensus throughout the schedule.

BUDGET SUMMARY

The proposed scope is organized into six tasks, each with defined hours and budget allocations. Task 1 focuses on data collection and review, establishing the technical foundation for the study. Task 2 involves detailed flood area delineation and hydraulic analysis, representing a significant portion of the effort. Task 3, the largest task, covers conceptual design of the decentralized pump network, drainage wells, and green infrastructure. Task 4 develops a phased implementation strategy to sequence improvements, while Task 5 provides cost estimation and budget analysis to ensure financial feasibility. Task 6 is dedicated to stakeholder coordination and presentation of results. In total, the work plan requires approximately 1,606 professional hours at a cost of $240,810, remaining within the Village's budget threshold.

Task	Budget (USD)	Timeline
Task 1 – Data Collection & Review	$ 34,085.00	Weeks 1–2
Task 2 – Flood Area Delineation & Analysis	$ 53,200.00	Weeks 2–6
Task 3 – Conceptual Pump Network Design	$ 63,750.00	Weeks 5–10
Task 4 – Phasing & Implementation Strategy	$ 38,350.00	Weeks 9–12
Task 5 – Cost Estimation & Budget Analysis	$ 26,175.00	Weeks 10–14
Task 6 – Stakeholder Coordination	$ 25,250.00	Weeks 12–16
Total	**$ 240,810.00**	**4 months**

This table presents the breakdown of the proposed work scope into six major tasks, with each subtotal reflecting the total professional hours and associated cost.

- **Task 1 – Data Collection & Review** allocates 236 hours, valued at **$34,085**, for assembling and reviewing baseline datasets.
- **Task 2 – Flood Area Delineation & Analysis** dedicates 365 hours, totaling **$53,200**, for hydrologic modeling and identification of flood-prone sub-basins.

- **Task 3 – Conceptual Pump Network Design** is the largest effort, with 440 hours and a cost of **$63,750**, to develop layouts for decentralized pump stations, drainage wells, and green infrastructure.
- **Task 4 – Phasing & Implementation Strategy** includes 240 hours, at **$38,350**, to prepare a phased plan for incremental improvements.
- **Task 5 – Cost Estimation & Budget Analysis** accounts for 180 hours, totaling **$26,175**, to prepare conceptual estimates and lifecycle comparisons.
- **Task 6 – Stakeholder Coordination** uses 145 hours, valued at **$25,250**, to conduct meetings, presentations, and finalize deliverables.

In total, the scope requires approximately **1,606 professional hours**, at an estimated cost of **$240,810**.

DETAILS OF BUDGET

The proposed work plan is supported by professional staff at billing rates consistent with the GIT Consulting Hourly Rate Sheet (see Appendix). The budget reflects estimated hours by role, multiplied by the corresponding rate, with subtotals provided for each task. The distribution of hours considers technical analysis and conceptual design, while also providing resources for stakeholder engagement and quality assurance.

Task	Professional	Hours	Rate ($/hr)	Cost ($)
Task 1 – Data Collection & Review	Project Manager	72	$ 185.00	$ 13,320.00
	Engineer	109	$ 135.00	$ 14,715.00
	CADD/GIS Technician	55	$ 110.00	$ 6,050.00
			Subtotal	**$ 34,085.00**
Task 2 – Flood Area Delineation & Analysis	Senior Hydrologist	145	$ 175.00	$ 25,375.00
	Engineer	145	$ 135.00	$ 19,575.00
	CADD/GIS Technician	75	$ 110.00	$ 8,250.00
			Subtotal	**$ 53,200.00**
Task 3 – Conceptual Pump Network Design	Senior Engineer	110	$ 195.00	$ 21,450.00
	Engineer	180	$ 135.00	$ 24,300.00
	Environmental Scientist	75	$ 130.00	$ 9,750.00
	CADD/GIS Technician	75	$ 110.00	$ 8,250.00
			Subtotal	**$ 63,750.00**
Task 4 – Phasing & Implementation Strategy	Project Manager	75	$ 185.00	$ 13,875.00
	Engineer	110	$ 135.00	$ 14,850.00
	Senior Hydrologist	55	$ 175.00	$ 9,625.00
			Subtotal	**$ 38,350.00**
Task 5 – Cost Estimation & Budget Analysis	Project Manager	55	$ 185.00	$ 10,175.00
	Engineer	90	$ 135.00	$ 12,150.00
	CADD/GIS Technician	35	$ 110.00	$ 3,850.00
			Subtotal	**$ 26,175.00**
Task 6 – Stakeholder Coordination	Project Manager	75	$ 185.00	$ 13,875.00
	Senior Engineer	35	$ 195.00	$ 6,825.00
	Environmental Scientist	35	$ 130.00	$ 4,550.00
			Subtotal	**$ 25,250.00**
Total				**$ 240,810.00**

Explanation:

- Task 1 (Data Collection & Review) provides baseline technical inputs and documentation.
- Task 2 (Flood Area Delineation & Analysis) emphasizes hydrologic modeling and GIS support to quantify flooding conditions.
- Task 3 (Conceptual Pump Network Design) represents the largest allocation, reflecting the effort required to conceptualize decentralized pump stations, drainage wells, and integrated green infrastructure. Deliverable of maps of flood stages comparable to existing models.
- Task 4 (Phasing & Implementation Strategy) focuses on preparing a phased, modular approach to construction and future scalability.
- Task 5 (Cost Estimation & Budget Analysis) ensures the plan is financially feasible, with lifecycle cost comparisons.

- Task 6 (Stakeholder Coordination) provides resources for public engagement, presentations, and final deliverables.

This budget framework ensures a balanced distribution of professional effort, aligning technical, financial, and stakeholder needs.

CONCLUSION

This scope provides a comprehensive, modular, and cost-conscious pathway to stormwater resilience in Zone 1. By integrating drainage wells, decentralized pumping, and green infrastructure, the Village can implement phased improvements that deliver immediate flood relief, reduce capital costs, and align with long-term sea-level rise adaptation strategies.

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APPENDIX: GIT CONSULTING HOURLY BILLABLE RATES 2025

Enclosed are the hourly billable rates for GIT Consulting, effective January 1, 2025. These rates are subject to annual adjustment to reflect salary changes. Rates do not include reimbursable expenses or charges for equipment usage.

Description	Billing Rate/Hour
Senior Engineer	$195
Project Manager	$185
Senior Hydrologist	$175
Engineer	$135
Environmental Scientist	$130
CADD/GIS Technician	$110
Field Services Technician	$105

Georgio Tachiev, PE PHD

President, GIT Consulting LLC

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VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Award of Contract – ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING RFQ #2025-13

RECOMMENDATION

Request Village Council authorization for the Village Manager to execute a contract with **GIT Consulting LLC** in the amount of **$240,810**, as the most responsive and responsible proposer to **RFQ No. 2025-13**, to provide professional engineering services for the **Zone 1 Alternative Stormwater Modeling and Planning Project**.

DISCUSSION

Purpose:

Awarding this contract provides the Village with a qualified engineering team that aims to develop an **alternative stormwater management approach** while concurrently **reviewing and evaluating the current stormwater design concepts** prepared for Zone 1. This dual-track process will allow the Village to compare existing designs with innovative, cost-effective alternatives that prioritize resilience, flexibility, and long-term performance. The outcome will help determine the most practical and sustainable strategy for implementation, ensuring future investments align with the Village's infrastructure and flood mitigation goals.

Background:

Zone 1, encompassing the K–8 School Basin, has been identified as one of the most flood-prone areas within the Village. The existing stormwater system lacks sufficient capacity to address the high groundwater levels and sea-level rise challenges experienced during heavy rainfall. In response, the Village issued RFQ No. 2025-13 to procure a qualified engineering consultant to prepare an alternative stormwater model and conceptual improvement plan.

Following the solicitation process and the Ad-Hoc Committee evaluation, GIT Consulting LLC was ranked the highest among proposers based on their technical approach, team qualifications, and demonstrated experience with coastal and resilient drainage systems. Their proposal outlines a six-task scope of work covering data review, flood area delineation, hydraulic modeling, conceptual design, phasing, cost analysis, and stakeholder coordination, to be completed within a four-month period.

Justification: Awarding this contract provides the Village with a qualified engineering team to develop an alternative stormwater management approach while concurrently reviewing and evaluating the current stormwater design concepts prepared for Zone 1. This dual-track process will allow the Village to compare existing designs with innovative, cost-effective alternatives that prioritize resilience, flexibility, and long-term performance. The outcome will help determine the most practical and sustainable strategy for implementation, ensuring future investments align with the Village's infrastructure and flood mitigation goals.

Implementation/Integration Plan
Upon approval, GIT Consulting LLC will commence work immediately, beginning with data collection and hydraulic modeling. The project is structured over a four-month period, including stakeholder engagement and coordination with regulatory agencies. Deliverables will include conceptual layouts, cost-benefit analyses, and a phased implementation roadmap to guide subsequent design and construction phases.

RESOURCE IMPACT

Recurring Funding: Capital Budgets

Personnel: No new personnel required

Equipment: No new Village equipment required

Facilities: Not applicable

FUNDING SOURCES

- **GL Code**: 301-41-541-31055
- **Budget Line-Item**: RIAP Zone 1 Ad-Hoc Committee Studies and Analysis / Capital Projects
- **Amount**: $240,810

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's Strategic Focus Areas of **Resilient Infrastructure**, **Operational Excellence**, and **Proactive Asset Management** by advancing the evaluation and development of innovative stormwater solutions that enhance flood protection, extend infrastructure service life, and strengthen community resilience. This initiative ensures the Village maintains a data-driven, technically sound approach to managing stormwater challenges while optimizing long-term capital planning and system performance.

ATTACHMENT(S)

- 2025-10-02-GIT-Budget-Submission_rev2
- Zone 1 Alternative Stormwater Modeling and Planning 2025-13

Prepared by: Christopher Miranda, Public Works Director

Reviewed by: Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO GIT CONSULTING LLC FOR ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED $240,810.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2025, the Village Council of the Village of Key Biscayne (the "Village") established an Ad Hoc Committee (the "Committee") to evaluate the level of service and design criteria to streamline and reduce costs related to the stormwater system requirements and construction the K-8 School (Zone 1) Stormwater Drainage Improvements Project (the "Project"); and

WHEREAS, based on the feedback received by the Committee, the Village issued Request for Qualifications No. 2025-13 ("RFQ") for Zone 1 Alternative Stormwater Modeling and Planning Services (the "Services") for the Project; and

WHEREAS, three firms submitted qualifications by the RFQ deadline; and

WHEREAS, the Committee, serving as an Evaluation Committee, short listed firms and ranked GIT Consulting LLC (the "Consultant") as the most qualified firms for the Services; and

WHEREAS, on August 19, 2025, the Village Council selected the Consultant as the most qualified firm for the Services and authorized the Committee to negotiate an agreement with the Consultant for approval at a future meeting; and

WHEREAS, based on the Committee's negotiations, the Consultant has provided a proposal attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order to the Consultant for the Project consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $240,810.00, subject to the approval of the Professional Services Agreement with the Consultant (the "Agreement"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization. That the Village Council hereby authorizes the Village Manager to issue a work order to the Consultant for the Project consistent with the Proposal attached hereto as Exhibit "A" in an amount not to exceed $240,810.00, subject to approval of the Agreement.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

2025 GIT CONSULTING, Revision 2, 10/02/2025

10/2/2025

Village of Key Biscayne
Christopher Miranda
Director of Public Works
Key Biscayne FL, 33149

Subject: Budget Submission – Zone 1 Alternative Stormwater Plan, rev 1

Dear Chris,

Pursuant to the Village's request, GIT Consulting LLC is pleased to submit the updated Budget Submission – Zone 1 Alternative Stormwater Plan, incorporating the additional details requested by the reviewing team.

This submittal provides a detailed breakdown of the proposed scope of work, organized into six tasks: data collection and review, flood area delineation and hydraulic analysis, conceptual design of alternative drainage system, phasing and implementation strategy, cost estimation and budget analysis, and stakeholder coordination. Each task is supported by professional staff at billing rates consistent with the GIT Consulting Hourly Rate Sheet (Appendix), with hours and costs itemized by role.

The engagement is structured on a time-and-materials basis, with a not-to-exceed cost of $240,810. The four-month work plan is designed to deliver near-term results while advancing modular stormwater management solutions, including drainage wells, localized pumping, and green infrastructure. This phased approach provides the Village with a resilient framework to mitigate flooding in Zone 1 while maintaining flexibility to adapt to future sea-level rise and evolving stormwater management needs.

This budget has been prepared in accordance with the awarded scope of services and is submitted for the Village's review and confirmation. Any additional information, clarifications, or adjustments requested by the Village will be promptly furnished to ensure alignment with project requirements.

Sincerely,

Georgio Tachiev, PE, PhD
President GIT Consulting LLC

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ph: 305-632-9386, fax: 305-200-0168, email: georgio@gitconsulting.net

Budget Submission – Zone 1 Alternative Stormwater Plan

INTRODUCTION

The Village of Key Biscayne's Zone 1 (the K-8 School Basin) requires a practical and cost-conscious stormwater solution to address recurring flooding conditions while aligning with Miami-Dade County resiliency standards.

The proposed scope includes the development and evaluation of stormwater improvements consisting of pumping facilities, drainage wells, and green infrastructure. This approach enables phased implementation while balancing flood protection, water quality, and long-term resilience.

TASK 1 – DATA COLLECTION AND REVIEW (WEEKS 1–2)

Compile and evaluate LiDAR data, GIS-based drainage maps, historical rainfall records, and legacy hydrologic/hydraulic models. Review Village records and documented community input to identify existing and potential flood-prone areas. Develop preliminary design criteria that meet or exceed the minimum requirements and level of service specified in the RFQ, ensuring consistency with SFWMD, County, municipal, and state standards, as well as County sea level rise projections. Assess proposed discharge opportunities, including discharges to wells and the incorporation of green infrastructure practices, relative to existing discharge analyses to confirm feasibility and alignment with applicable permitting criteria. All findings, assumptions, and draft design criteria shall be submitted for Village review and approval prior to advancement into subsequent design phases.

Deliverable: Data and Criteria Summary Memorandum.

TASK 2 – FLOOD AREA DELINEATION AND HYDRAULIC ANALYSIS (WEEKS 2–6)

Define sub-catchments in Zone 1 based on natural sump points and topographic divides, differentiating these from the broader administrative boundary of Zone 1. Sub-catchments will represent the hydraulically distinct drainage units that control local runoff response, while the Zone 1 boundary provides the management and jurisdictional framework for implementation.

A baseline hydraulic and hydrologic model will be developed using MIKE+ (DHI Software), which integrates 1D drainage networks with 2D overland flow. Delineation of overland flow will be based on natural topography, with the model domain extending beyond the Zone 1 boundary to account for off-site influences and potential downstream or adjacent impacts. The baseline model will incorporate rainfall conditions, surface and subsurface storage, and sea level rise projections.

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The conceptual system plan will be prepared at a level of detail sufficient to evaluate both existing conditions and candidate improvements. This will include representation of the detailed drainage system with pipes, check valves, control structures, and pumping operations to wells or regulated outfalls. The analysis will quantify runoff volumes, evaluate storage and conveyance, and identify priority sub-areas most susceptible to flooding.

The objective of this modeling effort is to identify potential locations where stormwater infrastructure elements—such as wells, distributed green infrastructure practices, pipelines, and localized pumping facilities—can be sited to address localized flooding. The evaluation will also consider available space for siting improvements to achieve a distributed stormwater management system capable of efficiently mitigating local flood-prone areas.

Deliverable: Map and Modeling Report, including spatial distribution of peak flood depths across the project area.

TASK 3 – CONCEPTUAL DESIGN OF DECENTRALIZED PUMPING NETWORK (WEEKS 5–10)

Prepare conceptual drainage plans that provide a high-level overview of the stormwater management strategy, illustrating the general layout, approach, and proposed improvements. The plans shall depict proposed infrastructure, including inlets, manholes, conveyance pipes, pump stations, swales, green infrastructure, and discharges to wells.

The conceptual plans will be advanced with sufficient detail to confirm that all proposed measures are permittable. Time will be allocated for engagement with permitting agencies, including Miami-Dade County, the Florida Department of Environmental Protection (FDEP), and other applicable state and regional agencies, to verify compliance and permitting feasibility. The conceptual design will quantify system performance under both present-day and future conditions, including the impacts of sea level rise over time.

The evaluation will incorporate road raising and harmonization, as required, to maintain access and integrate with surrounding drainage networks. The analysis will also confirm that the conceptual system addresses Underground Injection Control (UIC) and FDEP requirements for well spacing and allowable head limits.

The planning effort will further account for operational and physical constraints, including power supply requirements for pumping stations, conflicts with existing utilities, and the land area required to implement proposed facilities. Together, these considerations will support the development of a conceptual drainage plan that provides a practical, permittable, and resilient stormwater management strategy consistent with local, County, municipal, and state standards.

The conceptual drainage plans will also include a floodplain pre- and post- conditions layout to visually demonstrate the benefits of the proposed improvements. Existing floodplain extents, depths, and durations will be delineated under baseline conditions, and these will be compared against modeled conditions with the proposed drainage system in place. The comparative layouts will highlight reductions in flood extent, localized ponding, and duration of inundation, providing clear evidence of anticipated performance gains. These graphics will serve as both a planning tool for refinement of alternatives and a communication tool for regulatory agencies, stakeholders, and the community to understand the tangible outcomes of the proposed stormwater strategy.

Deliverable:

- Conceptual Layout Plans.
- Road Clearance Timelines: Time required for water to recede from roadways to allow safe passage for:
    - 14 inches – Emergency vehicles (ambulance, fire truck)
    - 8 inches – Police vehicles
    - 6 inches – Standard passenger cars
- The above analysis will be repeated using sea level rise and rainfall intensity projections consistent with Miami-Dade County and SFWMD standards for the year 2025 conditions, including:
    - Adjusted flood depths and drainage times
    - Updated vehicle clearance timelines
    - Anticipated degradation in system performance

TASK 4 – PHASING AND IMPLEMENTATION STRATEGY (WEEKS 9–12)

Develop a phased implementation roadmap beginning with the K-8 School basin as the initial focus area. This basin will serve as the pilot for integrated hydrologic and hydraulic analysis, establishing the foundation for subsequent phases. Drainage improvements in other basins will be prioritized based on documented severity of flooding, cost-effectiveness of mitigation, and potential benefit to adjacent basins.

The roadmap shall include a framework for integration with the Village-wide drainage system, ensuring compatibility with existing infrastructure, future upgrades, and long-term maintenance strategies. The integrated MIKE+ (DHI Software) model will extend beyond the Zone 1 boundary to include potentially impacted neighboring areas, enabling evaluation of cross-basin interactions, inter-basin flow dynamics, and cumulative impacts. Concept development shall account for potential hydraulic impacts on neighboring basins, including backflow risks, altered flow paths, and capacity constraints.

The roadmap will also identify opportunities for strategic interconnection of sub-basins to enhance system-wide performance and resilience. Coordination with Village staff and review of regional master plans will guide tie-ins and ensure alignment with broader stormwater objectives. The overall objective is to create a distributed, interconnected stormwater management system that is phased, resilient, and adaptable to evolving conditions, including sea level rise and future development.

Deliverable: Phasing and Implementation Strategy Document.

TASK 5 – COST MANAGEMENT AND BUDGET ANALYSIS (WEEKS 10–14)

Prepare Class 5 conceptual cost estimates to support planning-level decision-making. Estimates will follow AACEI recommended practices and include a defined range of accuracy (-20% to -50% on the low side, +30% to +100% on the high side) appropriate for Class 5 estimates. Escalation factors will be applied to reflect anticipated inflation and construction cost trends, with midpoint of construction used as the escalation reference point. The basis of estimate will clearly define inclusions (major drainage infrastructure, wells, green infrastructure, pumps, piping, and supporting civil works) and exclusions (land acquisition, utility relocations outside project scope, financing costs, and non-construction program costs).

A lifecycle cost analysis will be performed to capture long-term financial implications beyond initial capital investment. This analysis will quantify operation, maintenance, repair, and replacement needs for wells, pump stations, green infrastructure elements, and conveyance facilities. Maintenance intervals, service life assumptions, and replacement cycles will be specified to enable projection of annualized costs over the system's design horizon.

The budget report will compare phased construction costs with lifecycle O&M obligations and present a cost-benefit analysis that evaluates effectiveness relative to flood reduction performance and regulatory compliance. Coordination with an Independent Cost Review will be included to provide third-party validation of cost assumptions and escalation factors. Findings will be documented in a clear, auditable format, enabling the Village to evaluate financial feasibility, prioritize phases, and align budget allocations with long-term resiliency objectives.

Deliverable: Conceptual Cost Management Report. The evaluation will include a side-by-side comparison of the capital construction costs and long-term maintenance and operational obligations, for the proposed and existing AECOM design.

TASK 6 – STAKEHOLDER COORDINATION AND PRESENTATION (WEEKS 12–16)

Conduct structured meetings with Village staff, Council members, and community stakeholders at key milestones to present findings, discuss alternatives, and obtain feedback. Coordination with

staff will not be limited to milestone meetings but will occur continuously throughout the project to ensure consistency with Village priorities, integration with ongoing initiatives, and alignment with permitting and regulatory requirements.

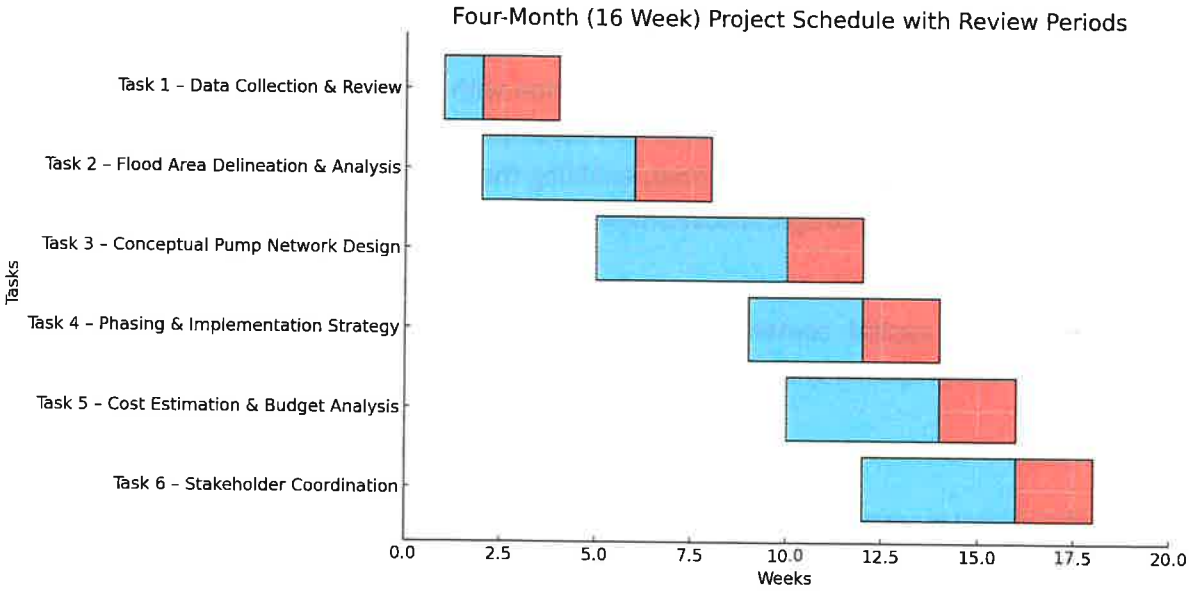
Stakeholder engagement will include workshops, presentations, and targeted discussions designed to capture technical, operational, and community perspectives. Feedback received will be documented, reviewed with the project team, and systematically incorporated into the evolving conceptual plan. The final conceptual plan will therefore reflect a collaborative process, ensuring that proposed stormwater strategies are technically sound, financially feasible, permittable, and responsive to community needs.

Deliverable: Final Scope Document and Presentation.

TIMELINE – GANTT CHART

The following chart illustrates the four-month schedule. Tasks are staggered and overlap to allow efficient completion. The chart also highlights that the system is modularized with drainage wells, pumping, and green infrastructure as fundamental components of the decentralized approach.

Stakeholder coordination will occur throughout the project, not only at defined milestones but as an ongoing process integrated into each task. Regular coordination with Village staff, Council representatives, regulatory agencies, and community stakeholders will ensure that feedback is continuously incorporated, guiding technical development, permitting considerations, and refinement of the conceptual design.



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Time for review and acceptance of deliverables (2 weeks) will be included in each task while advancing to subsequent tasks. This review step ensures that the Village, permitting agencies, and stakeholders have an opportunity to validate interim results, provide direction, and confirm alignment with project objectives, maintaining accountability and consensus throughout the schedule.

BUDGET SUMMARY

The proposed scope is organized into six tasks, each with defined hours and budget allocations. Task 1 focuses on data collection and review, establishing the technical foundation for the study. Task 2 involves detailed flood area delineation and hydraulic analysis, representing a significant portion of the effort. Task 3, the largest task, covers conceptual design of the decentralized pump network, drainage wells, and green infrastructure. Task 4 develops a phased implementation strategy to sequence improvements, while Task 5 provides cost estimation and budget analysis to ensure financial feasibility. Task 6 is dedicated to stakeholder coordination and presentation of results. In total, the work plan requires approximately 1,606 professional hours at a cost of $240,810, remaining within the Village's budget threshold.

Task	Budget (USD)	Timeline
Task 1 – Data Collection & Review	$ 34,085.00	Weeks 1–2
Task 2 – Flood Area Delineation & Analysis	$ 53,200.00	Weeks 2–6
Task 3 – Conceptual Pump Network Design	$ 63,750.00	Weeks 5–10
Task 4 – Phasing & Implementation Strategy	$ 38,350.00	Weeks 9–12
Task 5 – Cost Estimation & Budget Analysis	$ 26,175.00	Weeks 10–14
Task 6 – Stakeholder Coordination	$ 25,250.00	Weeks 12–16
Total	**$ 240,810.00**	**4 months**

This table presents the breakdown of the proposed work scope into six major tasks, with each subtotal reflecting the total professional hours and associated cost.

- **Task 1 – Data Collection & Review** allocates 236 hours, valued at **$34,085**, for assembling and reviewing baseline datasets.
- **Task 2 – Flood Area Delineation & Analysis** dedicates 365 hours, totaling **$53,200**, for hydrologic modeling and identification of flood-prone sub-basins.

- **Task 3 – Conceptual Pump Network Design** is the largest effort, with 440 hours and a cost of **$63,750**, to develop layouts for decentralized pump stations, drainage wells, and green infrastructure.
- **Task 4 – Phasing & Implementation Strategy** includes 240 hours, at **$38,350**, to prepare a phased plan for incremental improvements.
- **Task 5 – Cost Estimation & Budget Analysis** accounts for 180 hours, totaling **$26,175**, to prepare conceptual estimates and lifecycle comparisons.
- **Task 6 – Stakeholder Coordination** uses 145 hours, valued at **$25,250**, to conduct meetings, presentations, and finalize deliverables.

In total, the scope requires approximately **1,606 professional hours**, at an estimated cost of **$240,810**.

DETAILS OF BUDGET

The proposed work plan is supported by professional staff at billing rates consistent with the GIT Consulting Hourly Rate Sheet (see Appendix). The budget reflects estimated hours by role, multiplied by the corresponding rate, with subtotals provided for each task. The distribution of hours considers technical analysis and conceptual design, while also providing resources for stakeholder engagement and quality assurance.

Task	Professional	Hours	Rate ($/hr)	Cost ($)
Task 1 – Data Collection & Review	Project Manager	72	$ 185.00	$ 13,320.00
	Engineer	109	$ 135.00	$ 14,715.00
	CADD/GIS Technician	55	$ 110.00	$ 6,050.00
			Subtotal	**$ 34,085.00**
Task 2 – Flood Area Delineation & Analysis	Senior Hydrologist	145	$ 175.00	$ 25,375.00
	Engineer	145	$ 135.00	$ 19,575.00
	CADD/GIS Technician	75	$ 110.00	$ 8,250.00
			Subtotal	**$ 53,200.00**
Task 3 – Conceptual Pump Network Design	Senior Engineer	110	$ 195.00	$ 21,450.00
	Engineer	180	$ 135.00	$ 24,300.00
	Environmental Scientist	75	$ 130.00	$ 9,750.00
	CADD/GIS Technician	75	$ 110.00	$ 8,250.00
			Subtotal	**$ 63,750.00**
Task 4 – Phasing & Implementation Strategy	Project Manager	75	$ 185.00	$ 13,875.00
	Engineer	110	$ 135.00	$ 14,850.00
	Senior Hydrologist	55	$ 175.00	$ 9,625.00
			Subtotal	**$ 38,350.00**
Task 5 – Cost Estimation & Budget Analysis	Project Manager	55	$ 185.00	$ 10,175.00
	Engineer	90	$ 135.00	$ 12,150.00
	CADD/GIS Technician	35	$ 110.00	$ 3,850.00
			Subtotal	**$ 26,175.00**
Task 6 – Stakeholder Coordination	Project Manager	75	$ 185.00	$ 13,875.00
	Senior Engineer	35	$ 195.00	$ 6,825.00
	Environmental Scientist	35	$ 130.00	$ 4,550.00
			Subtotal	**$ 25,250.00**
Total				**$240,810.00**

Explanation:

- Task 1 (Data Collection & Review) provides baseline technical inputs and documentation.
- Task 2 (Flood Area Delineation & Analysis) emphasizes hydrologic modeling and GIS support to quantify flooding conditions.
- Task 3 (Conceptual Pump Network Design) represents the largest allocation, reflecting the effort required to conceptualize decentralized pump stations, drainage wells, and integrated green infrastructure. Deliverable of maps of flood stages comparable to existing models.
- Task 4 (Phasing & Implementation Strategy) focuses on preparing a phased, modular approach to construction and future scalability.
- Task 5 (Cost Estimation & Budget Analysis) ensures the plan is financially feasible, with lifecycle cost comparisons.

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- Task 6 (Stakeholder Coordination) provides resources for public engagement, presentations, and final deliverables.

This budget framework ensures a balanced distribution of professional effort, aligning technical, financial, and stakeholder needs.

CONCLUSION

This scope provides a comprehensive, modular, and cost-conscious pathway to stormwater resilience in Zone 1. By integrating drainage wells, decentralized pumping, and green infrastructure, the Village can implement phased improvements that deliver immediate flood relief, reduce capital costs, and align with long-term sea-level rise adaptation strategies.

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APPENDIX: GIT CONSULTING HOURLY BILLABLE RATES 2025

Enclosed are the hourly billable rates for GIT Consulting, effective January 1, 2025. These rates are subject to annual adjustment to reflect salary changes. Rates do not include reimbursable expenses or charges for equipment usage.

Description	Billing Rate/Hour
Senior Engineer	$195
Project Manager	$185
Senior Hydrologist	$175
Engineer	$135
Environmental Scientist	$130
CADD/GIS Technician	$110
Field Services Technician	$105

Georgio Tachiev, PE PHD

President, GIT Consulting LLC

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VILLAGE OF KEY BISCAYNE
88 West McIntyre Street
Key Biscayne, Florida 33149

REQUEST FOR QUALIFICATIONS

RFQ # 2025-13

ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING

RFQ Release Date:	**June 20, 2025**
Pre-Proposal Conference:	**July 1, 2025, 10:00 A.M.**
Written Questions Due:	July 3, 2025, 9:00 A.M.
Response to Questions:	July 10, 2025
Proposals Due/Opening:	**July 25, 2025, 11:30 A.M.**

Submit To:

Via DemandStar
https://www.demandstar.com

PUBLIC NOTICE

ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING

PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS

REQUEST FOR QUALIFICATIONS
RFQ # 2025-13

Pre-Bid Conference: **JULY 1, 2025,** AT 10:00 AM
Proposal Deadline/Opening: **JULY 25, 2025,** AT 11:30 AM

The Village of Key Biscayne ("Village") has issued a Request for Qualifications ("RFQ") to interested, qualified and licensed professionals in the State of Florida, for the following services/project: **ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING. The Village of Key Biscayne encourages small and minority business, women's business enterprises, and labor surplus area firms to submit proposals.**

Proposals must be received by the deadline date, submitted to:

DEMANDSTAR
https://www.demandstar.com

Bid packages will be available on the Village's website www.keybiscayne.fl.gov/procurement or may be available on Demandstar. For further information contact:

Procurement
procurement@keybiscayne.fl.gov

Any questions, comments, request for information or clarification must be submitted to procurement@keybiscayne.fl.gov and received no later than, **July 3, 2025,** 9:00 a.m. Bidders, their agents, and associates are encouraged not to contact or solicit any Village Council Member, Village employee, or official regarding this RFP/ITB/RFQ after the bid opening. Only that individual listed above as the contact person shall be contacted.

Dated: **JUNE 20, 2025**

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SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The Village of Key Biscayne (the "Village"), a municipality located in Miami-Dade County, Florida, is requesting proposals from qualified and experienced firms to provide an updated stormwater plan for Zone 1 of the Village per Figure 1 below to include updated hydraulic modeling and recommended drainage solutions with a focus on the K8 School area. The new study should be developed using previous Stormwater Master Plan data, surveys, and models as a baseline and attempt to incorporate existing village systems and plans if applicable with the revised design criteria.



Figure 1. The location for Zone 1 work is the K-8 Basin, which is located in the center of Key Biscayne highlighted in Figure 1; it is generally south of West Heather Dr., north of Westwood Dr, and west of Crandon Blvd.

Services shall be in full accordance with the specifications, terms and conditions contained in Section 2 of this Request for Qualifications (RFQ).

1.2 INTRODUCTION/BACKGROUND

The Village of Key Biscayne (the "Village") is located on an island approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four-lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lies single family homes. The east side of Crandon Boulevard contains mid to high rise multiple family buildings, one single family district, townhomes, and another single-family area that is part of a planned unit development. The incorporated Village is flanked by two large parks: Crandon Park to the north and Bill Baggs Cape Florida Recreation Area to the south. The latter receives

over a million visitors per year and is a major contributor to traffic congestion on the weekends and holidays. The Village is the home to approximately 15,000 residents residing on 1.25 square miles.

The Village is committed to efficient government administration. A small core of the Village staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 FEDERAL/STATE OR LOCAL GRANT FUNDED

This projects, in whole or in part, may be funded through grants from various entities, including local, state, and federal agencies, or a combination of these sources. The selected firm will be required to adhere to the applicable guidelines as necessary.

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 DISADVANTAGED BUSINESS & WORKER UTILIZATION

Bidders are encouraged to utilize small, women and minority-owned businesses as subcontractors whenever possible. Lists of local certified businesses are available on Miami-Dade County's website at https://mdcsbd.gob2g.com/frontend/searchcertifieddirectory.asp In addition, Proposers may request assistance from organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Proposers who intend to hire additional workers for Village projects are encouraged to hire local workers. CareerSource South Florida maintains a job clearinghouse that can assist in connecting contractors with trained local construction workers.

1.6 VILLAGE RIGHTS

The Village reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the Village deems in its best interest. Notwithstanding, the Village may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFQ.

The Village also reserves the right to waive minor variations or irregularities in the Responses.

1.7 SCHEDULE OF EVENTS

The Village, at its sole discretion, may delay the scheduled due dates if it is to the advantage of the Village to do so. The Village will notify Contractors of all changes in scheduled due dates by written addendum through DemandStar. The following schedule shall govern this RFQ. The Village reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFQ	June 20, 2025
2	**Pre-Submittal Conference Meeting** Key Biscayne BZP Conference Room, Suite # 250 88 West McIntyre Street, Key Biscayne, Florida 33149	**July 1, 2025** at 10:00 AM
3	**Closing Date for Proposal Questions**	**July 3, 2025 at 9:00 AM**
4	Village's Answers to Questions by Proposers	July 10, 2025
5	**Proposals Due / Opening Online See Section 3.5**	**July 25, 2025 at 11:30 AM**
6	Staff Member's Review of Technical Proposals	July 29, 2025
7	Reference Checks	July 29, 2025
8	Evaluation Committee Meeting / Short List	August 8, 2025
9	Presentations	TBD
10	Final Selection/Rank	August 13, 2025
11	Award Recommendation	August 19, 2025 or later
12	Contract Negotiation	August 20, 2025 or later

1.8 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information, clarification, or modifications in the form of a Request for Information ("RFI"). Vendors seeking such information must email their RFIs to procurement@keybiscayne.fl.gov in order to receive a response. The request must include the contractor's name, the RFQ number, and RFQ title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events in Section 1.7 to receive a response. Late or mis-delivered requests may not receive a Village response.

The Village will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The Village, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFQ and any issued addenda, the last addendum issued will prevail.

1.9 ADDENDA

Should revisions to the procurement documents become necessary, the Village will post any addendum(s) to DemandStar and the Village of Key Biscayne website www.keybiscayne.fl.gov/procurement. If a Contractor fails to acknowledge receipt of any such Addendum when submitting its SOQ, its SOQ will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its SOQ will constitute acknowledgement of the receipt of the same. However, the Village may also, at its discretion, deem the SOQ as non-responsive.

Any Addenda prepared and issued by the Village prior to opening of SOQs for the purpose of changing the intent of the plans or specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. Any Addenda issued prior to the execution of the contract shall be binding upon the Contractor after the execution of the agreement.

1.10 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Procurement Division at procurement@keybiscayne.fl.gov. If applicable, the Village will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.11 CERTIFICATION

The signer of the Response (to this RFQ) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.12 PRE-SUBMITTAL CONFERENCE

A **NON-MANDATORY** Pre-Submittal conference meeting/site visit will be held on **July 1, 2025,** at 10:00 a.m. at the **Key Biscayne BZP Conference Room, Suite # 250, Key Biscayne, Florida 33149.** All interested proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the Village's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.13 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFQ will not be considered.

1.14 RESPONSE/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.15 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in its contract and further agrees to execute the Contract without change. Notwithstanding, the Village, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for four (4) months with the option to extend at its sole discretion for two four (4) month renewal terms for the maximum of twelve (12) months. The Proposer understands that this RFQ does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Village of Key Biscayne Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

1.16 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the Village issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving NTP shall be deemed non-compensable by

the Village. The Successful Proposer shall not have any recourse against the Village for prematurely performing unauthorized work.

END OF SECTION 1.

SECTION 2. SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION:

The Village of Key Biscayne (VKB) is requesting a quotation to provide updated stormwater modeling, proposed system solutions, high level cost estimates, and a qualitative risk assessment for the Zone 1 area of the Village with a focus on immediate flood relief for the K8 School area.

As part of the execution of this Work Order (WO), CONSULTANT will have access to VKB documents from prior stormwater plans and any current Village studies, models, and/or input data. Consultant will be able to coordinate meetings with Village Staff for any additional information that may be needed.

2.2 SCOPE OF WORK

Work Order consists of the following tasks and subtasks:

- **Task 1** – Update stormwater model to determine discharge requirements with provided design criteria for the Zone 1 area
  - Subtask 1.1 – Update model results for Zone 1 for provided level of service and design criteria requirements using existing stormwater models as a baseline
  - Subtask 1.2 – Provide a system level recommendation for proposed solutions for Zone 1 taking into consideration existing infrastructure and nature-based solutions
  - Subtask 1.3 – Provide a detailed stormwater system recommendation for the K8 School area
  - Subtask 1.4 – Provide cost estimates for construction of recommended systems
- **Task 2** – Conduct Risk Assessment of recommended solutions with regards to Village priorities and future well being
- **Task 3** – Perform associated communications and coordination

The detailed Scope of Work (SOW) of WO is presented below.

2.3 TASK 1.

Update stormwater model to determine discharge requirements with provided design criteria

CONSULTANT will provide an updated stormwater model for the Zone 1 area to determine discharge requirements and provide system level solutions for baseline flood mitigation. CONSULTANT will have access to existing model inputs from the previous AECOM Village Wide Drainage Assessment and Zone 1 Integrated Infrastructure Project as well as the 2015 EAC report and the referenced Tetra Tech Stormwater Master Plan which modeling results are derived.

2.3.1 Subtask 1.1 Run updated stormwater model for Zone 1 discharge assessment

CONSULTANT will provide an updated hydraulic model to determine a stormwater discharge approach for the following design criteria:

- Design time: 2050
- Sea Level Rise Curve: NOAA Intermediate

- Design Storm: SFWMD 5-year, 24-hour
- Residential Home Elevation: Base Flood Elevation + 3'
- Residential Contributing Area: 25' from Right of Way
- Road Height Minimum: Mean Sea Level + 1'

Level of Service: Maximum depth of 14" over low crown of road for no longer than 3.5 hours.

CONSULTANT may use existing modeling data from previous Village studies to include:

- Village Wide Drainage Assessment, by AECOM - 2024
- Hydraulic and Hydrologic Analyses Report (VKB Implementation of SWMP), By EAC - 2015
- Stormwater Management Master Plan Update, By Tetra Tech – 2011
- Village GIS database and LiDAR survey

CONSULTANT will provide updated discharge requirements for Zone 1 taking into consideration groundwater table elevations presently and in the future (2050) and address how that discharge capacity could change over the design life.

2.3.2 Subtask 1.2 Provide recommendations on a system level for Zone 1 solutions

CONSULTANT will review current federal, state, county and local codes and regulations and apply to recommended stormwater solutions to meet the above level of service. Considerations should be taken to include nature based and non-structural solutions, integration with the existing infrastructure, and synchronization with previously proposed solutions. Any permitting considerations should be noted to include Village of Key Biscayne Public Works, Florida Department of Environmental Protection (FDEP), Division of Environmental Resources Management (DERM), United States Army Corps of Engineers (USACE), and South Florida Water Management District (SFWMD).

2.3.3 Subtask 1.3 Provide detailed recommended solution for the K8 School Area

CONSULTANT will provide detailed recommendation for system to provide immediate relief to the K8 School area. The geographic area will be determined based on requirements of recommended system to keep streets **immediately surrounding** the school at the above provided level of service. Solution recommendations for K8 School Area should be provided as part of overall Zone 1 plan but capable of being performed as a standalone system.

2.3.3 Subtask 1.4 Provide Construction Cost Estimates and Schedules

CONSULTANT will provide high level construction cost estimates (Class 5) and construction schedules for new recommendations. Cost estimates should include engineering design, construction labor, material, permitting, mobilization and coordination costs, and construction management costs. Expected escalation for construction schedule should be included in estimate. Construction schedule should include time for design, procurement, permitting, and construction.

2.4 TASK 2.
Conduct Risk Assessment for Village Prioritization and Future Wellbeing

CONSULTANT will provide a qualitative assessment of benefits and risk of constructing the proposed drainage approach for Zone 1 as it relates to funding, quality of life and adaptability to changing environmental conditions. The risk assessment should take into consideration:

- Expected protection to resident life, health, safety, and quality of life
- Protection of residential and public property
- Acceptability within industry and supporting agencies to include ability to permit, design complexity, and industry interest.
- Ability to adapt to future conditions
- Ability to integrate solutions with existing Village infrastructure

2.5 TASK 3.
Communications and Considerations

As part of the delivery scope above and beyond the routine project management interactions, the CONSULTANT shall upon request, attend public meetings, and prepare presentations or communication materials to inform the Village stakeholders through community or townhall meetings, or other mediums desired by the Village to interact with its stakeholders. The CONSULTANT to provide an hourly rate to include the ability to support the below specific tasks:

- Support in development of one (1) presentation to Council or Committee
- Development and support of Community information materials
- Participation in up to three (3) meetings with Village staff or stakeholders

2.6 SCHEDULE

- WO expected to last approximately three to four months from the time of contract.

2.7 ASSUMPTIONS

- Work will be executed on a Time and Materials (T&M) basis, not-to-exceed the below amount.

2.8 COMPENSATION

CONSULTANT will provide the aforementioned services for a not-to-exceed fee of **$TBD**, based on the estimated time and material level of effort to provide the services noted above. Please include a fee breakdown, including description of hours and rates for CONSULTANT team members and other expenses. Invoices will be provided to VKB on a monthly basis and will be based on percent completion.

Attachments

- *Att. A – Fee breakdown*

ATTACHMENT A – Fee Breakdown

Upon request after RFQ review (do not submit with RRQ submittal)

Task	Professional	Job Bill Rate Classification	Hourly Billing Rates	Hours	Hourly Fees	Other Costs	Total Costs
TOTAL (Not to Exceed)							

END OF SECTION 2.

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFQ. It is not required to include Section 1 – 5 of the RFQ with Proposal.

3.2 INTENT

The Village is requesting proposals from qualified and experienced firms to provide ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING for the Village in conformity with the requirements of this Request for Qualifications.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation

2. Must have five (5) years of continuous operation under the same name providing the same Services.

3. Proposer's project team must have prior experience within the past five (5) years in the same field as the Services.

4. Proposer's principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and

5. Proposer's project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the Village may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The Village reserves the right to make investigations of the Bidders' qualifications or any of its agents, as it deems appropriate.

3.4 RFQ DOCUMENTS

These RFQ documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFQ, and the Agreement shall be completed and submitted. A proposer's failure to comply with any provisions in the RFQ or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the Village. All instructions in the RFQ must be adhered to.

3.5 PROPOSAL FORMAT

A. The proposal shall be typewritten 8½ x 11-inch white paper.

B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response is required" or "not applicable" is acceptable.

D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important to follow the format outlined below to assist the Village in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the Village:

I. **Tab A - Representations and Certifications**
- Cover Sheet
- Proposal Forms listed in Section 6.
- Statement of Financial Stability

II. **Tab B – Executive Summary**

The proposer shall provide the following information in the order outlined below:
1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFQ and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFQ. Exceptions listed elsewhere will not be recognized.

III. **Tab C – Qualifications and Experience**

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
   a. Qualification of Firm
   b. Qualification of Staff
   c. Industry Knowledge and Expertise
   d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this solicitation. Past performance

information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. **Service Team and Resume**
   a. Provide an organizational chart of the team that would serve the Village.
   b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
   c. Provide information on the relevant experience of each team member.
   d. Describe what approach the team would take in providing services to Village. Indicate type and frequency of meetings and other forms of communications.

3. **Provide a Personnel Plan that includes:**
   a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
   b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
   c. The organizational chart must include managerial positions assigned to VILLAGE and Corporate levels for the Proposer's company with the corresponding roles to VILLAGE staff.
   d. Provide detailed description of each position's role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be subcontracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFQ. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project. The approach should include the ability to work with existing ICPR and InfoSWMM model data. The approach should include the ability to prioritize recommended solutions in a time phased manner with budget and construction considerations.

VI. TAB G – Insurance.

Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the Village. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the requirements set forth in the form of Design-Build Contract attached to this RFP as Attachment "B."

The Village may require higher limits of insurance or additional coverage if deemed necessary.

E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).

- Exhibit A: Certificate of Insurance

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR's solicitation response must be submitted electronically through DemandStar (www.demandstar.com), the Village's designated electronic bidding system. It is solely the CONTRACTOR's responsibility to assure its response is submitted and received in DemandStar by the date and time specified in the solicitation. The Village will not consider responses received by any other means. The official time for electronic submittals is the DemandStar server. All parties will, without reservation, accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Village. The sealed submittals will be publicly opened at the Village of Key Biscayne, Village Hall after the Proposal Submittal Deadline. Award of a proposal will be made at a Village Council meeting.

ZOOM INFORMATION FOR RFQ OPENING

Village of Key Biscayne Proposal Opening for RFQ # 2025-13 ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING.

Join Zoom Meeting
https://us06web.zoom.us/j/81530945349?pwd=FNKCDjboEftef2uXAzkbbZfs9cXkbz.1

Meeting ID: 815 3094 5349
Passcode: 476896

Date: July 25, 2025, 11:35 a.m.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The Village shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFQ requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFQ or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.

B. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.

C. Any interpretation of, or changes to, the RFQ or the Agreement shall be made in the form of a written addendum to the RFQ or the Agreement and shall be furnished by the Village to all proposers who attend the non-mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFQ or the Agreement that are made in writing and furnished to the proposers by the Village may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the Village and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the Village may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.
Proposers shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the

right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION 3.

SECTION 4. EVALUATION OF PROPOSALS

4.1 SELECTION COMMITTEE

Proposals submitted shall be evaluated by the Selection Committee. The Selection Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Selection Committee Member shall complete and execute an independence affidavit.

4.2 ADMINISTRATION REVIEW OF PASS/FAIL CRITERIA

SOQs will be reviewed initially for overall compliance with the RFQ requirements and to determine if mandatory pass/fail criteria are met (Licensing Requirements (Tab 5), Proof of Insurance and Bonding (Tab 6), and Claims History (Tab 7)). Failure to meet mandatory pass/fail criteria may result in rejection of the SOQ.

4.3 EVALUATION OF SOQS FOR SHORT LISTING

SOQs deemed to have met the pass/fail criteria will be evaluated in accordance with section 287.055, Florida Statutes, and the Evaluation Criteria set forth in Section III of this RFQ. The shortlist will only include the Proposers deemed by the Village, in the Village's sole discretion, to be the most highly qualified Contractors based on the Evaluation Criteria set forth in Section III and based on a subjective weighing of the Evaluation Criteria. The Village intends to shortlist, if reasonably possible, no less than three (3) Proposers that it deems are the most highly qualified.

4.4 BASIS OF AWARD

After shortlisting, the Village will then conduct interviews and presentations of the shortlisted Proposers to score the shortlisted Proposers using the following maximum point system:

Category	Score (Points)
Project Approach (Tab E)	40
Organizational Profile (Tab C)	30
Project Experience/Qualifications (Tab C)	30
Total:	**100 Points**

The Village will score each shortlisted Contractor based on the Evaluation Criteria, evidenced through the Proposers' SOQs and their interviews and presentations, and use the scores to determine its recommendation for the final ranking. The Village will then make a final recommendation of the ranking of the shortlisted Proposers to the Village Council. The Village may also perform additional due diligence on Proposers, including through reference checks, which may then become part of the evaluation process.

The Village will take its recommendation for the final ranking of the shortlisted Proposers to the Village Council for approval and permission to negotiate the contract with the top- ranked Proposer. The Village Council will select, in order of preference, based on the above information, the most highly qualified Proposer(s) to perform the requested Scope of Work. The extent and scope of the Scope of Work, along with the fees for such Work will be negotiated with the top-selected Proposer(s) but will be subject to approval by the Village. Should the Village be unable to negotiate a satisfactory contract with the Proposer considered to be the most qualified, at a price the Village determines to be fair, competitive and reasonable, negotiations with that Proposers shall be terminated. The Village shall then undertake negotiations with the next ranked Proposer, and if necessary, additional Proposers in accordance with the

ranking. The Village reserves the right to award any or all of the advertised Project subject to the availability of funding.

The selected Proposer will be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the negotiated and agreed upon compensation are accurate, complete, and current at the time of contracting.

All decisions will be final and shall represent the best interest for the Village. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

The Village reserves the right to waive any irregularity or informality in the SOQs received, to determine, in its sole discretion, whether or not the informality is minor, to reject or accept any or all SOQs and to select the Contractors based on criteria which serves the best interests of the Village.

4.5 NOTICE OF INTENT TO AWARD

A Public Notice of Intent to Award shall be posted to DemandStar. The notice shall include:

- The awarded Contractor(s)

A contract shall not exist until approved by the appropriate levels of the Village and properly executed.

4.6 INQUIRIES/QUESTIONS

All inquiries shall be made in writing and addressed to procurement@keybiscayne.fl.gov.

Inquiries shall be made at least ten (10) calendar days prior to the SOQ opening date.

Replies will be issued to all bidders of record as Addenda. If questions are related to the Drawings and Specifications, replies will be issued via Addendum and posted to Demandstar and will become part of the contract.

SAMPLE RANKING FORM

Evaluation Criteria	Firm #1	Firm #2	Firm #3	Firm #4
Project Approach				
Organizational Structure / Personnel Experience				
Project Experience/Qualifications				
Total				
Ranking				

END OF SECTION 4.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Proposals shall become property of the Village and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the Village shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the Village or recourse against the Village. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months form the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the Village. The Village reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the Village does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFQ. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the Village. Further, Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the Village that it has not employed or retained any person or company employed by the Village to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The Village Manager shall determine whether a proposal is to be disqualified in such instances.

B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the Village. Failure to do so may result in the proposal being disqualified, at the Village's sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with VILLAGE for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

B. if $1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

C. if $1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the Village for the Proposer's failure to do so.

5.20 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village 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 Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the Village. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

a) 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 Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

b) 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 Proposer shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

c) Business Automobile Liability with minimum limits of $1,000,000.00 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.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance and bonds.

5.21 DISCRIMINATORY VENDORS

Discriminatory Vendors List: Pursuant to Section 287.134 , Florida Statues, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a SOQ, 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.

5.22 NON-COLLUSION CERTIFICATION

By submitting a SOQ, bid, or proposal to the Village, the individual signing the bid/proposal on behalf of the Contractor (Contractor) certifies that the bid/proposal is genuine, accurate and factual, and that:

i. The Contactor has not colluded, conspired or agreed directly or indirectly with any other person or entity in any way to fix the price, terms, or otherwise secure an advantage over the Village or any person interested in the proposed contract.
ii. The price of the bid/proposal was determined independently of outside consultation and was not influenced by any other company, client or Contractor.
iii. No company, client or Contractor has been solicited to propose a fake or sham bid or proposal, or to refrain from bidding or submitting any form of noncompetitive bid, proposal or response.
iv. The price of the bid/proposal has not been disclosed to any client, company or Contractor, and will not be disclosed until after the formal date the subject bid or proposal is awarded by the Village.
v. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

5.22 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is encourage starting on the posting date of the proposal. Proposers are asked not to communicate any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the Village in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the Village Procurement Officer, Daren Jairam at djairam@keybiscayne.fl.gov or procurement@keybiscayne.fl.gov.

5.23 COMPLIANCE WITH FEDERAL REQUIREMENTS

The Successful Proposer shall be required to adhere to (1) all FEMA Guidelines, including the Hazard Mitigation Assistance Program and Policy Guide, as may be amended from time to time; (2) the contract provisions listed under 2 CFR Part 200, Appendix II; (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time; and (4) the Federally-Funded Subaward and Grant Agreement No. H0970 attached hereto as Exhibit "H." Furthermore, the Successful Proposer acknowledges and agrees that the following contractual provisions shall govern this procurement and any contract that may be competitively awarded pursuant to this RFP:

5.23.1 Equal Employment Opportunity. During the performance of the Services, the Successful Proposer agrees as follows:

5.23.1.1 The Successful Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Proposer will take affirmative action to ensure that applicants are employed,

and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Proposer agrees to post in conspicuous places, available to employees and applicants for_employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.23.1.2 The Successful Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Successful Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.23.1.3 The Successful Proposer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Successful Proposer's legal duty to furnish information.

5.23.1.4 The Successful Proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Successful Proposer's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.23.1.5 The Successful Proposer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.23.1.6 The Successful Proposer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.23.1.7 In the event of the Successful Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Successful Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures_authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.23.1.8 The Successful Proposer will include the portion of the sentence immediately preceding subsection 2.22.1.1 through 2.22.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Successful Proposer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Successful Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Successful Proposer debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.23.2 Compliance with the Davis-Bacon Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Successful Proposer shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Successful Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, Successful Proposers are required to pay wages not less than once a week.

5.23.3 Compliance with the Copeland "Anti-Kickback" Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

a. Successful Proposer. The Successful Proposer shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Successful Proposer or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Successful Proposer shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Successful Proposer and subcontractor as provided in 29 C.F.R. § 5.12.

5.23.4 Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of the Services, the Successful Proposer agrees as follows:

5.23.4.1 Overtime requirements. The Successful Proposer or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

5.23.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 28.2.1. of this section the Successful Proposer and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Successful Proposer and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 28.2.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 28.2.1. of this section.

5.23.4.3 Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Successful Proposer or subcontractor under any such contract or any other Federal contract with the same prime Successful Proposer, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Successful Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Successful Proposer or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in subsection 28.2.2. of this section.

5.23.4.4 Subcontracts. The Successful Proposer or subcontractor shall insert in any subcontracts the clauses set forth in subsections 28.2.1 through 28.2.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Successful Proposer shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 28.2.1. through 28.2.4. of this section.

5.23.5 Rights to Inventions Made under this Agreement.

5.23.5.1 As applicable, if the Successful Proposer is engaged for the performance of experimental, developmental, or research, the Successful Proposer's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

5.23.6 Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Successful Proposer agrees to comply with the following federal requirements:

5.23.6.1 *Clean Air Act*.

5.23.6.1.1 The Successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

5.23.6.1.2 The Successful Proposer agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.23.6.1.3 The Successful Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.23.6.2 *Federal Water Pollution Control Act.*

5.23.6.2.1 The Successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

5.23.6.2.2 The Successful Proposer agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.23.6.2.3 The Successful Proposer agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.23.7 Debarment and Suspension. During the performance of the Services, the Successful Proposer agrees as follows:

5.23.7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Successful Proposer is required, and will, verify that neither Successful Proposer, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

5.23.7.2 The Successful Proposer will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

5.23.7.3 Successful Proposer's certification is a material representation of fact relied upon by the Village. If it is later determined that the Successful Proposer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

5.23.7.4 The Successful Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Successful Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

5.23.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). During the performance of the Services, the Successful Proposer agrees as follows:

5.23.8.1 The Successful Proposer certifies to the Village that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement.*

5.23.8.2 Successful Proposer will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Village.

5.23.9 Procurement of Recovered Materials. As required by federal program legislation, Successful Proposer agrees to the following:

5.23.9.1 In the performance of this contract, the Successful Proposer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

5.23.9.1.1 competitively within a timeframe providing for compliance with the contract performance schedule;

5.23.9.1.2 meeting contract performance requirements; or

5.23.9.1.3 at a reasonable price.

5.23.9.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5.23.9.3 The Successful Proposer also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.23.10 DHS Seals, Logos, and Flags. The Successful Proposer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

5.23.11 Compliance with Federal Law, Regulations, and Executive Orders. The Successful Proposer acknowledges that FEMA financial assistance will be used to fund the all or a portion of the contract. The Successful Proposer will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

5.23.12 No Obligation by Federal Government. Successful Proposer acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Successful Proposer, or any other party pertaining to any matter resulting from the contract.

5.23.13 Program Fraud and False or Fraudulent Statements or Related Acts. The Successful Proposer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Successful Proposer actions pertaining to this Agreement.

5.23.14 Access to Records.

5.23.14.1 The Successful Proposer agrees to provide the State of Florida, the Village, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.23.14.2 The Successful Proposer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.23.14.3 The Successful Proposer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.23.14.4 In compliance with the Disaster Recovery Act of 2018, the Village and the Successful Proposer acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.23.15 Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.

5.23.15.1 Successful Proposer shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

5.23.15.2 If subcontracts are to be let, the Successful Proposer is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

5.23.16 Change or Modification. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Successful Proposer shall comply with the following:

5.23.16.1 Without invalidating the Agreement, Village reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

5.23.16.2 The Village shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

5.23.16.3 Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of Village's Procurement Code, as amended from time to time.

5.23.17 Remedies. Village confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Successful Proposer's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

5.23.18 Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Successful Proposer shall agree as follows:

5.23.18.1 The Village and the Successful Proposer must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Successful Proposer shall ensure that the Successful Proposer and its subcontractors do not:

5.23.18.2 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component of any system, or as critical technology of any system;

5.23.18.3 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

5.23.18.4 Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

5.23.19 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Successful Proposer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

5.23.19.1 *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.23.19.2 *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.23.20 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the Successful Proposer shall agree as follows:

5.23.20.1 The Successful Proposer grants to the Village, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Successful Proposer will identify such data and grant to the Village or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Successful Proposer will deliver to the Village data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Village.

5.23.21 Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

5.23.21.1 Applicability. This clause is applicable when the Successful Proposer has access to sensitive information or the Successful Proposer's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Successful Proposer, its subcontractors, and Successful Proposer employees (hereafter referred to collectively as "Successful Proposer"). The Successful Proposer shall insert the substance of this clause in all subcontracts.

5.23.21.2 Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Successful Proposer employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Successful Proposer's employees shall be fingerprinted, or subject to other investigations as required. All Successful Proposer's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Successful Proposer to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Successful Proposer shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Successful Proposer employees authorized access to sensitive information, the Successful Proposer shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Successful Proposer shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

END OF SECTION 5.

SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1
RESPONSE CHECKLIST

- ☐ Form 1: Response Checklist
- ☐ Form 2: Addendum Acknowledgment
- ☐ 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: Proposer's Statement of Organization
- ☐ Form 5: References
- ☐ Form 6: Affidavits
  - • Form 6A: Single Execution Affidavits
  - • Form 6B: Independence Affidavit
  - • Form 6C: Non-Collusion Affidavit
- ☐ Form 7: Drug Free Workplace
- ☐ Form 8: Certification to Accuracy of Proposal
- ☐ Form 9: Scrutinized Companies
- ☐ Form 10: Public Entity Crimes
- ☐ Form 11: Dispute Disclosure
- ☐ Form 12: List of Proposed Subcontractors
- ☐ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☐ A: Sample Contract
- ☐ B: Certificate of Insurance

FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING
Solicitation No.:
RFQ # 2025-13

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Address: _____

Phone Number: _____

Authorized Signature: _____

FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as ___ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20___, on behalf of the Entity and submit this Proposal to the Village of Key Biscayne, 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 _____ day of _____, 20___.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY

(if Individual)

I,_____ ("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 Village of Key Biscayne, 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:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____ day of _____, 20___, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

_____

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 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

_____

2. Principal Business Address, Phone and Email Address:

Address: _____

Phone: _____

Email Address: _____

3. Principal Contact Person(s):

_____

_____

_____

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

_____

A. If a corporation, in what state incorporated: _____

B. Date Incorporated: _____

C. Federal ID Number (EIN) _____

D. If a joint Venture or Partnership, date of Agreement: _____

E. Name and address of all partners (state whether general or limited partnership): _____

F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name **Title**

_____

_____

_____

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFQ Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name **Address** **Title**

A. _____

B. _____

C. _____

D. _____

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. _____
   B. _____
   C. _____
   D. _____

9. County or municipal business tax receipt number (attach copies):
   County: _____
   Municipal: _____

10. What is the last project of this nature you completed?
    _____

11. Have you made a site visit? _____ Yes, _____ No

12. How soon after the award can you begin work? _____ Days.

13. List any licenses, permits or certifications, etc., you hold for performing this type of work.
    _____
    _____
    _____

14. How did you hear about the RFQ? Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services. _____

15. Have you ever failed to complete any work awarded to you?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

16. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

17. Within the last five years, have you ever had a performance, payment or bid bond called?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

18. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
    Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or

arbitration against any other Florida public entity?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than $100,000?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

21. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

22. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

23. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

24. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

25. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
Yes ____ No ____ **If yes, attach a separate sheet of explanation.**

26. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
Yes ____ **No** ____ **If yes, attach a separate sheet of explanation.**

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #2

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #3

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

FORM 6A

SINGLE EXECUTION AFFIDAVITS

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

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.

_____
Proposer 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, 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 vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

_____
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer 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, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") 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 Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village 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 Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described

restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

_____
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/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 Proposer/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 Proposer/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 Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

_____
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, 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 ITB is for more than one million dollars, the Proposer 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 Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, 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 Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. 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.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFQ # 2025-13 ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

_____
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes 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 Village, whichever is later.

_____
Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20___, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

_____

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 6B

INDEPENDENCE AFFIFAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of $100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the VILLAGE.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

_____

_____

_____

_____

_____

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____

SIGNATURE OF NOTARY PUBLIC

_____

PRINT, TYPE/STAMP NAME OF NOTAR

FORM 6C

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is_____ of_____, proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and

5. The response to the attached RFQ is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification ____, type of identification produced_____.

(NOTARY SEAL HERE)

_____

SIGNATURE OF NOTARY PUBLIC

_____

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services described in the RFQ document a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFQ or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification ____, type of identification produced_____.

(NOTARY SEAL HERE)

_____

SIGNATURE OF NOTARY PUBLIC

_____

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFQ and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFQ and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_,

by _____ as _____
(Name of person acknowledging) *(Title)*

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF)
COUNTY OF)
The foregoing instrument was acknowledged before me this _____ day of _____, 20__,
by _____ as _____
(Name of person acknowledging) *(Title)*
for _____.
(Company name)
Personally known to me _____ or has produced Identification ____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10

PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. _____

2. This sworn statement is submitted by:_____
(name of entity submitting sworn statement)

whose business address is: _____

_____

_____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is:_____

4. I understand that a "public entity crime" as defined in §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 with 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 misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the

management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, 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.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

   a. ____Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   b. ____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)

      1) ____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

      2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

      3) ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of

General Services)

_____ _____

Signature Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", 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 _____

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 _____

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 _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 12

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village 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.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 13A – N/A

FORM 13B – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

PROPOSER'S REPRESENTATION

ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING

Proposal of _____

(Name)

_____

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING
("THE PROJECT")

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements

and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.
The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No._____

Bidder's Occupational License No. _____

WITNESS:

_____ By: _____
Signature of Authorized Agent

_____

[SEAL]

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a Florida [type of entity] (hereinafter, the "Consultant").

WHEREAS, the Village desires certain **ZONE 1 ALTERNATIVE STORMWATER MODELING AND PLANNING** and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2024, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

   1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").

   1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date through six (6) months thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional six (6) month on the same terms as set forth herein upon written notice to the Consultant.

Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of $XXXX.XX per month.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

3.3. Contractor's invoices must contain the following information for prompt payment:

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

SAMPLE

Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village,

5.1. and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant 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 Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant 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 Village as an independent contractor of the Village. Consultant 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 Consultant 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 Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant 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, Consultant 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 Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, 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. Consultant 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 Village, naming the Village 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 Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village 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 Consultant. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

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.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village 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 Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant 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 Village. 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 Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. 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 Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. **Additional Insured**. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant'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 Village. The Consultant 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, Consultant 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. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall

reimburse the Village 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 Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village 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 Village 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. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (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. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village 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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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

SAMPLE

the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village 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 Village.

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 Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant 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 Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: **Jocelyn B. Koch**

Mailing address: **88 West McIntyre Street**

Key Biscayne, FL 33149

Telephone number: **305-365-5506**

Email: **jkoch@keybiscayne.fl.gov**

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village'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 Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village 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 Consultant 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 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.3. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.

[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.

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **LEGAL NAME OF ENTITY**

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(facsimile)
_____ (email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____ (facsimile)
_____(email)

SAMPLE

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

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

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

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

_____

Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

_____Personally known to me; or
_____Produced identification (Type of Identification: _____)
_____Did take an oath; or
_____Did not take an oath

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

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

_____

Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

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

The Scope of Services are those contained in the Proposal Section 2. dated _____, 2025, attached hereto and incorporated herein by reference.

EXHIBIT B
CERTIFICATE OF INSURANCE

[ATTACH CERTIFICATE OF INSURANCE]

VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

OFFICE OF THE MANAGER

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Regulatory Variance: Maximum Wall Height and Maximum Lot Elevation at 640 S. Mashta Drive

APPLICATION SUMMARY

Applicant	640 South Mashta Holdings, LLC.
Request(s)	Approval of a variance request to allow a maximum exterior wall height of 23 feet and 6 inches above Base Flood Elevation on one side and the rear of a home where a height of 22 feet and 6 inches is otherwise permitted. Approval of a variance request to allow a rear zone lot elevation of 9.5 NGVD feet where a maximum rear zone lot elevation of 8.5 feet NGVD would otherwise be required.
Site Address	640 S. Mashta Drive
Master Plan (Land Use)	Low Density Single Family Residential
Zoning District	Island Residential (IR)
File Number(s)	RV-PZR25-00030 RV-PZR25-00031
Recommendation	Approval

RECOMMENDATION

I recommend approval of the regulatory variance application for both variances for the property at 640 S. Mashta Drive.

The Request:

The applicant is requesting two variances, increased wall height on two sides and increased lot elevation in the rear zone of the property. The applicant's request to increase wall height is based on their desire to build a sloped roof from concrete, which is more resistant to hurricanes and thicker than wood construction. The applicant states that interior ceiling heights would be unacceptably low without the proposed variance. The applicant also wishes to increase lot elevation in order to better integrate the pool deck with the home.

Village staff recommends approval of the variances since they only apply to the rear and one side of the property. The negative impact to the neighbors and Village is minimal while there are benefits which are consistent with Village goals.

Wall height regulations work in conjunction with overall maximum height rules to limit visual impact and size of new construction. The applicant is proposing a structure which will not exceed overall height. The proposed increased wall height is limited to two facades. The proposed structure minimizes visual impact via two design elements. First, the second story and main building mass is set far back from the street and from the southeast property. Second, the sloped roof reduces overall vertical structure and visual impact compared to a flat roof.

Potential negative impacts are limited to the northwest and rear of the property and are balanced by resiliency benefits and stormwater mitigation. The wall height on the rear, waterfront façade does not negatively impact neighbors or the Village. The property to the northwest is a two-story structure whose construction was completed in 2001 and is on a partially raised lot. The contrast in heights between the proposed building and existing northwest property is minimal compared to new construction built near Mackle homes. The applicant is requesting the variance in order to build a sloped roof from concrete, which will exceed minimum hurricane standards and remain durable even if the roof membrane leaks.

The increase in rear lot elevation is limited to an area of pool deck which then steps down toward the property lines. The step down at the perimeter mitigates any negative visual impact. The applicant proposes to use permeable pavement for hardscape in the rear lot which will mitigate stormwater by retaining water in the elevated lot area. Thus, the applicant proposes a structure which will be durable and reduce stormwater impacts.

Currently a Zoning Ordinance Reform Committee (ZORC) is contemplating changes to the

code sections relevant to these variances. The ZORC has discussed wall height at length and recommends that the current code remain in place. The ZORC has also discussed lot elevation and is recommending some additional flexibility when a home is elevated. Discussions within the committee have also focused on increasing resiliency while minimizing negative visual impact to the community. Thus, staff recommends approval of the variance request even if the code is unchanged.

The property at 640 S. Mashta Drive (the "Property") is a single-family waterfront lot within the Mashta Island Subdivision. The BFE for this property is currently 10 feet NGVD (National Geodetic Vertical Datum), which would mean that the minimum finished floor elevation from which the overall building height is counted is 11 feet NGVD. The Code further requires that the maximum wall height not exceed 22.5 feet above the BFE. The flexibility on that limitation allows the maximum exterior wall height to be increased six-inches (6") for every one-foot (1') that the lowest floor is above BFE up to 24.5 feet. Higher wall heights are permitted when the taller portion of the wall is a greater distance from the minimum setback line. The applicant requests that the maximum building wall height be permitted at 23.5 feet without the added freeboard (additional finished floor), which requires a variance. The variance only applies to the waterside, (rear), and northwest (side) walls. The walls at the front and south are set back substantially more than the minimum required by the code and the higher wall heights in those locations are permitted by right.

Please note that drawings show measurements from the FEMA base flood elevation, not the Base Flood Elevation as defined by the Village's zoning ordinance. Base Flood Elevation is defined in the Zoning Ordinance as the elevation set by the Flood Ordinance and the Florida Building Code, which is the FEMA base flood elevation plus one additional foot. Drawings show the wall height as 24'-6" from the FEMA base flood elevation, but the Variance request is based on the 23'-6" elevation above the code definition of minimum building elevation.

Maximum Wall Height

Code	Maximum Wall Height (ft)	Maximum Building Height (ft)
Requires	22.5	35 (36' NGVD)
The Request	23.5	35 (36' NGVD)

The second request is in direct relation to the BFE plus one-foot rule where the applicant seeks an allowance of the rear zone lot elevation to exceed 1 foot from the maximum allowed per Code. Section 30-100(d) states that when a lot is filled for development purposes, the area delineated as the rear zone may not be filled to an elevation greater than 2.5 feet below the established BFE (11' NGVD), therefore requiring a maximum rear lot elevation of 8.5 feet NGVD. The request is to allow a maximum lot elevation of 9.5 feet NGVD. The "Rear Zone" is the area from the building to rear property lines (or to the waterfront zone) and to the back of the Front Zone.

Maximum Rear Zone Lot Elevation

Code	Maximum Lot Elevation (ft)(NGVD)
Requires	BFE (10) + 1 = 11– 2.5 = 8.5
The Request	BFE (10) + 1 = 11– 1.5 = 9.5

Property Description: The subject property at 640 S. Mashta Drive (the "Property") is a single-family waterfront lot within the Mashta Island Subdivision that has an existing two-story single-family home that was built in 1968.

This Variance request deals with the overall wall height and maximum lot elevation.

Variance Evaluation Criteria: The Village's Zoning Ordinance (the "Code) provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis The subject Property is a single-family lot within the Mashta Island Subdivision where the applicant proposes to build a new two-story single-family home.

Current zoning regulations under Section 30-100(c)(2)(b) allow a home to have a maximum exterior wall height of up to 22.5 feet above the BFE. Furthermore, per Section 30-100(d), the Code also allows for a single-family property to have a maximum lot elevation not greater than 2.5 feet below the established BFE.

The request is in line with the Village's flood-resiliency objectives by allowing a contemporary structure whose massing remains within the overall height envelope and by enabling enhanced site grading for positive drainage and flood performance on a waterfront property. With appropriate conditions (grading/drainage engineering and pervious rear-zone hardscape), the request maintains neighborhood stability and appearance.

The applicant's goal in requesting the variance is to build a traditional sloped rather than flat roof, but to build it with a robust concrete structure. Insurance providers prefer this type of construction, and it is in line with Village resiliency goals.

The applicant's request only applies only to the rear and right hand (NW) side of the lot. Due to the structure's proposed sitting within the buildable area and the

geometry of the required setback lines, the wall height plane (measured 23.5 feet above BFE) is only intersected along the rear and right (northwest) elevations. Accordingly, the requested wall-height variance is limited to those two façades. The front and left elevations conform to the Code standard and require no relief.

There is minimal or no negative impact to adjacent properties or the Village by approving the wall height variance request. The property to the northwest is a two-story structure which completed construction in 2001. While the applicant's home will be taller than the existing structure, it will not be a drastic contrast creating incompatible development. In addition, the wall height variance on the rear elevation will create a negligible impact.

In conclusion, the variance request maintains the basic intent and purpose of the Zoning and Land Development Regulations

Finding Consistent

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The property is within the Low-Density Single-Family land use category. Apart from the two specific variances, the project demonstrates compliance with IR district standards. The requested wall-height relief is modest (net +1.0 feet over the base wall limit) and remains minimal to the unchanged building-height cap of 35 feet. The rear-zone grading relief (+1.0 foot) can be mitigated through pervious systems with subsurface storage and engineered drainage to avoid adverse runoff to adjacent properties.

Finding Consistent

BACKGROUND

The Variance process is in place to allow action outside regulations to overcome certain limitations placed by the zoning code. There are three types of Variances that may be granted under these Regulations.

1. Supervisory Variance is for approval of work already completed and may be approved by the BZP director for minor variations (typically 10%) of a limited set of standards.

2. Administrative Variance is for approval of work already completed and must receive the approval of the Director before being ruled upon by Village Council for variations up to 20% for building and setback standards.

3. Regulatory Variances is for approval of proposed or existing work, does not require approval of the Director but must be approved by the Village Council for variations from the building and setback standards by any percentage request.

RECOMMENDATION

Based on the Findings and relevant background information, I recommend approval of the request subject to recording in the Miami-Dade Public Records and subject to the following conditions:

- All hardscape in the rear zone be constructed with pervious pavement, associated subgrade which provides water storage capacity, and supporting soils which allow water percolation. This condition will not supersede pool code or other Florida Building Code requirements.

RESOURCE IMPACT

This request does not impact Village resources.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Resilient & Sustainable Infrastructure & Environment: This variance is consistent with Village strategy to create a more resilient built environment which will adapt to future environmental changes.

ATTACHMENT(S) :

- Application
- Submitted plans

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW A MAXIMUM REAR ZONE LOT ELEVATION OF 9 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION ON PROPERTY LOCATED AT 640 SOUTH MASHTA DRIVE WHERE 8 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION IS OTHERWISE REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 640 South Mashta Holdings, LLC ("Applicant") is the owner of 640 South Mashta Drive, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit "A" ("Property); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of 30-100(d)(1)(b) to allow a rear zone elevation of 9 feet and 6 inches above base flood elevation ("Variance") where a maximum rear zone elevation of 8 feet and 6 inches above base flood elevation is otherwise required; and

WHEREAS, after reviewing the Variance request, Village Staff finds that the Variance would be consistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends approval of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

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

Section 2. **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that will maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) will be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. **Approval of Variance.** The Village Council, based upon competent substantial evidence, hereby approves the Variance.

Section 4. **Conditions.** The approvals granted by this Resolution are subject to compliance with the following conditions, to which the Applicant stipulated and agreed to at the public hearing:

a. The Applicant shall construct all hardscape within the rear zone using pervious pavement with an associated subgrade designed to provide water storage capacity and supporting soils that enable water percolation. This condition does not supersede requirements of the Florida Building Code or applicable pool regulations.

Section 5. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 6. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTESTED AND RENDERED THIS ____ DAY OF _____ 2025:

_____
JOCELYN B. KOCH
VILLAGE CLERK
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

LEGAL DESCRIPTION

Lot 9, Block 3, of MASHTA ISLAND, according to the plat thereof as recorded in Plat Book 60, Page 93 of the Public Records of Miami-Dade County, Florida.

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning
88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Date Filed: 9/16/2025

File #: PZR25-00030
(Official Use Only)

1. REQUEST FOR:

- ○ SUPERVISORY VARIANCE
- ○ ADMINISTRATIVE VARIANCE
- ☒ REGULATORY VARIANCE
- ○ APPEAL OF AN ADMINISTRATIVE
- ○ AMENDMENT TO A DECISION
- ○ SITE PLAN APPROVAL
- ○ AMENDMENT TO ZONING ORDINANCE
- ○ CONDITIONAL USE
- ○ MASTER PLAN
- ○ ZONING DISTRICT CHANGE
- ○ OTHER _____

Explain your request:

Request a variance to allow a maximum wall height of 24.5' from BFE for a total addition of 1.5' where 23.0' is required by code.

2. Street Address of Property: 640 South Mashta Drive

Legal Description: Lot(s) 9 Block 3

Subdivision: Mashta Island

3. Name of Applicant: Rafael Portuondo

Mailing Address of Applicant: 5717 SW 8 St Miami FL 33144

Business Telephone: (305)2609331 Home: _____ Fax: _____

Email: rafael@portuondo-perotti.com

4. Name of Property Owner if Different from Applicant: Claudia Fontecilla

Address of Property Owner if Different from Applicant: 345 Caribbean Rd , Key Biscayne 33149

Business Telephone: _____ Home: _____ Fax: _____

Email: fontecilla.c@gmail.com

Mission Statement: "TO PROVIDE A SAFE, QUALITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT"

5. Contact Person: Name Carmen Barrenechea Address: 5717 SW 8st Miami FL 33144

Telephone: 786 3573321 Fax: _____ Email: carmen@portuondo-perotti.com

6. Name/address of anyone else who should receive notice of the hearing?

Rafael Portuondo -5717 SW 8st Miami FL 33144

7. If applicant is owner, indicate date purchased: _____

8. If applicant is lessee, indicate date leased _____ Years _____

9. Is there an option to purchase the property? Yes (No)

10. Is the request the result of a violation notice? NO If yes, attach a copy of the violation.

11. Existing use of property _____ If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?

Single family home? (Yes) No

12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)

no

13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:

X a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.

The 24'-6" wall height will not affect the maximum 35'-0" building height requested by code . We need this additional wall height in order to structurally attach the outlookers to the proposed concrete roof structure .

b. Is compatible with the surrounding land uses and would not be detrimental to the community.

× No change, it will remain compatible with the neighboring land uses.

14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.

15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

~~SUPERVISORY VARIANCES ONLY~~ X

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

~~ADMINISTRATIVE VARIANCES ONLY~~ X

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

~~ABUTTING PROPERTY OWNER AFFIDAVIT~~

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant: _____ Date 9/16/2025

Signature of Owner: _____ Date 9/16/2025

Application Received by: _____ Date _____

Approved by: _____ Date _____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, _____, being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of Applicant

Sworn to (or affirmed) and subscribed before me this
_____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

****

Corporation Affidavit

I, Claudia Fontecilla, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, Claudia Fontecilla, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
16th day of July, by Claudia Fontecilla.
Name of person making statement

_____
Signature of Notary Public - State of Florida

Ibis Rebull
_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Owner/Power of Attorney Affidavit

I, _____, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

_____

relative to my property, which is hereby made by me OR I am here by authorizing _____ to be my legal representative before the Village Council.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Submission Requirements

All plans must contain the following information:
ALL DIGITAL & UPLOADED TO ACCELA PORTAL

1. Copies of plans: 1 copy 24" x 36" and 1 copy 8.5" x 14", each signed and sealed.
2. A current survey. Survey shall be no older than 2 years old. (DIGITAL, UPLOADED)
3. Site plan showing the location of all proposed structures.
4. Elevations for the entire structure(s).
5. Plans must be fully dimensioned and properly scaled.
6. Number of units, floor area ratio, setbacks, parking spaces, lot coverage, pervious area, building height, existing/proposed finished floor elevations, and landscape plan must be submitted. The Building, Zoning, and Planning Director may require additional information to be submitted or waive or modify the submission requirements.
7. For all applications except Administrative Variances, all property owners within 300 ft. of any property line must be notified of any request. The applicant is required to provide the Department with:

    a. Two (2) copies of the mailing list (on gummed labels) with the addresses.

    b. One (1) list with the legal descriptions

    c. One (1) map of the subject area showing the properties within 300 ft. of the subject property highlighted.

    d. A letter signed by the individual who prepared items 1-3 above certifying the accuracy of the mailing list.

Please provide digital copies of all of the above documentation either via email or CD.

The following companies are familiar with the Village's requirements for preparing the mailing list. They are provided as a courtesy and are not endorsed by the Village. The Village does not claim responsibility for the accuracy or timely acquisition of the information provided by these companies.

Carlos J. Maradiaga	(305) 207-1412
Consuelo Quintana	(305) 858-2287
Florida Real Estate Decisions	(305) 757-6884
Lopez Data Research	(305) 981-9893
Rio Development Services	(305) 498-1614

8. Color photographs of existing structures on the property.

FEE SCHEDULE

At the time of filing an application, the appropriate fee must be paid. The amount of the fee is based on the below schedule (calculation of the fee is cumulative for each line item):

1. Base application fee for any type of application (double the base fee if the application is the result of a violation).

Supervisory Variance (any type of use)	$ 165.00
Single family and duplex (Administrative and Regulatory Variance)	$ 440.00
Multiple Family (Administrative and Regulatory Variance)	$ 880.00
Commercial and Hotel (Administrative and Regulatory Variance)	$ 990.00
Site Plan Review Fees	
Administrative Review	$ 600.00
Village Council Review	$1,650.00
Appeal of an Administrative Decision	$1,100.00
Amendment to the Zoning and Land Development Regulations	$3,300.00
Change of Zoning District	$1,650.00
Change of Land Use or Amendment to Comprehensive Plan	$3,300.00

2. Advertising fee if notice in a newspaper
   a. published in the Village — Actual Cost
   b. published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes — Actual Cost

3. Mailing fee: — Actual Cost

4. Size of property — $ 110.00 per 10 acres or any fraction thereof

5. Number of hotel or apartment units — $ 165.00 per 15 units or any fraction thereof

6. Size of buildings (nonresidential only) — $ 165.00 per 5,000 sq. ft. or any fraction thereof

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Building, Zoning, and Planning Department, for the processing for each and every application, a fee of six hundred dollars ($660.00), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of six hundred dollars ($660.00).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Building, Zoning, and Planning Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of three hundred dollars ($330.00) to be paid at the time of request.

SCHEDULE OF MEETING DATES AND FEE SCHEDULE

All meetings are held at 6:30 PM in the Village of Key Biscayne Council Chamber at 560 Crandon Boulevard (Rear of Fire Rescue Station), Key Biscayne, Florida (**unless noted otherwise**). Please contact the Building, Zoning, and Planning Director to determine filing deadlines and meeting dates.

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning
88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Date Filed: 09/16/2025

File #: _____
(Official Use Only)

1. REQUEST FOR:

- ○ SUPERVISORY VARIANCE
- ○ ADMINISTRATIVE VARIANCE
- ⊗ REGULATORY VARIANCE
- ○ APPEAL OF AN ADMINISTRATIVE
- ○ AMENDMENT TO A DECISION
- ○ SITE PLAN APPROVAL
- ○ AMENDMENT TO ZONING ORDINANCE
- ○ CONDITIONAL USE
- ○ MASTER PLAN
- ○ ZONING DISTRICT CHANGE
- ○ OTHER _____

Explain your request:

Request a variance to allow a rear lot elevation of 9.5' NGVD for a total reduction of 1.5' where 2.5' are required by code.

2. Street Address of Property: 640 South Mashta Drive

Legal Description: Lot(s) 9 Block 3

Subdivision: Mashta Island

3. Name of Applicant: Rafael Portuondo

Mailing Address of Applicant: 5717 SW 8 St Miami FL 33144

Business Telephone: (305)2609331 Home: _____ Fax: _____

Email: rafael@portuondo-perotti.com

4. Name of Property Owner if Different from Applicant: Claudia Fontecilla

Address of Property Owner if Different from Applicant: 345 Caribbean Rd , Key Biscayne 33149

Business Telephone: _____ Home: _____ Fax: _____

Email: fontecilla.c@gmail.com

Mission Statement: "TO PROVIDE A SAFE, QUALITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT"

5. Contact Person: Name Carmen Barrenechea Address: 5717 SW 8st Miami FL 33144

Telephone: 786 3573321 Fax: _____ Email: carmen@portuondo-perotti.com

6. Name/address of anyone else who should receive notice of the hearing?

Rafael Portuondo -5717 SW 8st Miami FL 33144

7. If applicant is owner, indicate date purchased: _____

8. If applicant is lessee, indicate date leased _____ Years _____

9. Is there an option to purchase the property? Yes (No)

10. Is the request the result of a violation notice? NO If yes, attach a copy of the violation.

11. Existing use of property _____ If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?

Single family home? (Yes) No

12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)

no

13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:

X a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.

The raising of the rear grade will not affect the adjacent properties. We will incorporate swales and retaining and retaining walls to the neighboring properties.

Not a visual effect.

b. Is compatible with the surrounding land uses and would not be detrimental to the community.

× No change, it will remain compatible with the neighboring land uses.

14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.

15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

~~SUPERVISORY VARIANCES ONLY~~ X

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

~~ADMINISTRATIVE VARIANCES ONLY~~ X

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

~~ABUTTING PROPERTY OWNER AFFIDAVIT~~

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant: _____ Date 9/16/2025

Signature of Owner: _____ Date 9/16/2025

Application Received by: _____ Date _____

Approved by: _____ Date _____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, _____, being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of Applicant

Sworn to (or affirmed) and subscribed before me this
_____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

****

Corporation Affidavit

I, Claudia Fontecilla, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, Claudia Fontecilla, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
16th day of July, by Claudia Fontecilla.
Name of person making statement

_____
Signature of Notary Public - State of Florida

Ibis Rebull
_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Owner/Power of Attorney Affidavit

I, _____, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

_____

relative to my property, which is hereby made by me OR I am here by authorizing _____ to be my legal representative before the Village Council.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Submission Requirements

All plans must contain the following information:
ALL DIGITAL & UPLOADED TO ACCELA PORTAL

1. Copies of plans: 1 copy 24" x 36" and 1 copy 8.5" x 14", each signed and sealed.
2. A current survey. Survey shall be no older than 2 years old. (DIGITAL, UPLOADED)
3. Site plan showing the location of all proposed structures.
4. Elevations for the entire structure(s).
5. Plans must be fully dimensioned and properly scaled.
6. Number of units, floor area ratio, setbacks, parking spaces, lot coverage, pervious area, building height, existing/proposed finished floor elevations, and landscape plan must be submitted. The Building, Zoning, and Planning Director may require additional information to be submitted or waive or modify the submission requirements.
7. For all applications except Administrative Variances, all property owners within 300 ft. of any property line must be notified of any request. The applicant is required to provide the Department with:

    a. Two (2) copies of the mailing list (on gummed labels) with the addresses.

    b. One (1) list with the legal descriptions

    c. One (1) map of the subject area showing the properties within 300 ft. of the subject property highlighted.

    d. A letter signed by the individual who prepared items 1-3 above certifying the accuracy of the mailing list.

Please provide digital copies of all of the above documentation either via email or CD.

The following companies are familiar with the Village's requirements for preparing the mailing list. They are provided as a courtesy and are not endorsed by the Village. The Village does not claim responsibility for the accuracy or timely acquisition of the information provided by these companies.

Carlos J. Maradiaga	(305) 207-1412
Consuelo Quintana	(305) 858-2287
Florida Real Estate Decisions	(305) 757-6884
Lopez Data Research	(305) 981-9893
Rio Development Services	(305) 498-1614

8. Color photographs of existing structures on the property.

FEE SCHEDULE

At the time of filing an application, the appropriate fee must be paid. The amount of the fee is based on the below schedule (calculation of the fee is cumulative for each line item):

1. Base application fee for any type of application (double the base fee if the application is the result of a violation).

Supervisory Variance (any type of use)	$ 165.00
Single family and duplex (Administrative and Regulatory Variance)	$ 440.00
Multiple Family (Administrative and Regulatory Variance)	$ 880.00
Commercial and Hotel (Administrative and Regulatory Variance)	$ 990.00
Site Plan Review Fees	
Administrative Review	$ 600.00
Village Council Review	$1,650.00
Appeal of an Administrative Decision	$1,100.00
Amendment to the Zoning and Land Development Regulations	$3,300.00
Change of Zoning District	$1,650.00
Change of Land Use or Amendment to Comprehensive Plan	$3,300.00

2. Advertising fee if notice in a newspaper
   a. published in the Village — Actual Cost
   b. published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes — Actual Cost

3. Mailing fee: — Actual Cost

4. Size of property — $ 110.00 per 10 acres or any fraction thereof

5. Number of hotel or apartment units — $ 165.00 per 15 units or any fraction thereof

6. Size of buildings (nonresidential only) — $ 165.00 per 5,000 sq. ft. or any fraction thereof

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Building, Zoning, and Planning Department, for the processing for each and every application, a fee of six hundred dollars ($660.00), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of six hundred dollars ($660.00).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Building, Zoning, and Planning Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of three hundred dollars ($330.00) to be paid at the time of request.

SCHEDULE OF MEETING DATES AND FEE SCHEDULE

All meetings are held at 6:30 PM in the Village of Key Biscayne Council Chamber at 560 Crandon Boulevard (Rear of Fire Rescue Station), Key Biscayne, Florida (**unless noted otherwise**). Please contact the Building, Zoning, and Planning Director to determine filing deadlines and meeting dates.

Owner/Power of Attorney Affidavit

I, CLAUDIA FONTECILLA, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

_____

relative to my property, which is hereby made by me OR I am here by authorizing RAFAEL PORTUONDO to be my legal representative before the Village Council.

I, CLAUDIA FONTECILLA, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Claudia Fontecilla
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this 25 day of Sept. 2025 by Claudia Fontecilla.
Name of person making statement

Signature of Notary Public - State of Florida

Ibis Rebull
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA
IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "640 SOUTH MASHTA HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 2024, AT 2:07 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5238293 8100
SR# 20243771841

Authentication: 204476680
Date: 09-25-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

640 SOUTH MASHTA HOLDINGS, LLC

In accordance with Title 6, § 18-201, Delaware Code, the undersigned authorized person on behalf of 640 South Mashta Holdings, LLC (the "Company") hereby makes, acknowledges and files the following Certificate of Formation.

ARTICLE I – NAME

The name of the limited liability company is 640 South Mashta Holdings, LLC.

ARTICLE II – REGISTERED OFFICE; REGISTERED AGENT

The address of the registered office of the Company in the State of Delaware is:

251 Little Falls Drive
Wilmington, Delaware 19808

The name and address of the registered agent for service of process of the Company is:

Corporation Service Company
251 Little Falls Drive
Wilmington, New Castle County, Delaware 19808

ARTICLE III – DURATION

The Company shall commence its existence on the date that this Certificate of Formation is filed with the Delaware Division of Corporations. The Company's existence shall be perpetual unless the Company is sooner terminated as provided in the Operating Agreement of the Company.

ARTICLE IV- PURPOSE

This Company is organized for the purpose of transacting any and all lawful business authorized to limited liability companies organized in the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation in accordance with Title 6, § 18-204, Delaware Code this 24th day of September, 2024.

/s/ Patrick C. Emans

Patrick C. Emans
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:07 PM 09/24/2024
FILED 02:07 PM 09/24/2024
SR 20243771841 - File Number 5238293

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
640 SOUTH MASHTA HOLDINGS, LLC

This Limited Liability Company Operating Agreement (the "***Agreement***") of **640 SOUTH MASHTA HOLDINGS, LLC**, is entered into by and among the persons executing this Agreement on the signature page and listed on Annex "A" attached hereto (hereafter collectively, together with such other persons who may hereafter become members as provided herein, referred to as the "***Members***" or individually as "***Member***") effective as of September 24, 2024.

The Members have formed a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), as amended from time to time (the "***Act***"), pursuant to this Agreement and the Certificate of Formation which has been filed with the Secretary of State of the State of Delaware on September 24, 2024, in connection with the execution of this Agreement, and hereby agree as follows:

1. Name.

a. The name of the limited liability company is **640 SOUTH MASHTA HOLDINGS, LLC** (the "***Company***"). The business of the Company may be conducted under any other name deemed necessary or desirable by the Managers (as defined below) in order to comply with local law.

b. The Members have formed the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and agree that the rights and liabilities of the Members and any future Members shall be as provided in the Act for members and managers except as provided herein.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office; Registered Agent. The name and address of the registered office/agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

4. Members.

a. The names of the Members are as set forth in Annex "A" attached hereto which may be further amended from time to time. The Members are hereby admitted as members of the Company and such Members as well as any person who later becomes a Member as a condition to becoming such a Member agrees to be bound by the terms of this Agreement.

b. Each Member has made a contribution to the capital of the Company in an amount set forth opposite such Member's name on the attached Annex "A".

c. No Member shall be required to make any additional capital contribution except as otherwise provided in this Agreement or by law.

d. Except as expressly provided in this Agreement or by law, no Member shall be entitled to receive any distributions from the Company, and no Member shall be entitled to demand or receive property other than cash in return for such Member's capital contribution. No Member shall be entitled to receive or be credited with any interest on the Member's capital contributions at any time.

e. The Members may assign and transfer in whole or in part their Membership Interests (as defined below) with the unanimous written consent of all the Members and pursuant to a written assignment instrument, but may not substitute the assignee or transferee as a "Substitute Member" (as defined below) except as provided in this Agreement. A permitted transfer or assignment shall be effective as of the date specified in the instruments relating thereto.

f. No assignee or transferee of all or part of a Member's Interest in connection with a Transfer shall be admitted as a substitute member of the Company in place of the transferor (a "***Substitute Member***") unless and until:

(1) The transferor (if living) has stated such intention in the instrument of assignment;

(2) The transferee has executed an instrument accepting and adopting the terms and provisions of this Agreement;

(3) Upon satisfaction of all of the foregoing conditions with respect to a particular transferee, this Agreement shall be deemed amended to reflect the admission of the transferee as a Substitute Member.

g. If a Member transfers one hundred percent (100%) of his/her/its Membership Interest pursuant to the provisions of this section, then the transferee shall thereafter be deemed a Member of the Company and the transferor shall thereafter be deemed to have resigned as a Member of the Company.

h. After the formation of the company, any Person consented to by the Members of the Company pursuant to this section, may become an additional Member of the Company for such consideration as the Members shall determine by unanimous written consent, provided that such additional Member complies with all the requirements of a transferee.

5. Powers. Except as otherwise expressly provided in this Agreement, all of the business and affairs of the Company shall be managed by or under the direction of the Managers. Notwithstanding the foregoing, an authorized person filed the Certificate of Formation of the Company in accordance with the Act. Such filing is hereby approved and ratified in all respects. Upon the filing of the Certificate of Formation, all of such authorized person's powers as an authorized person terminated, and the Managers became authorized persons. The Managers shall prepare and file such instruments as may from time to time be needed and otherwise shall preserve and facilitate the Company's ability and right to carry on its business for the purposes set forth in this Agreement.

6. Management.

a. Managers. Subject to the other provisions in this Agreement and requirements of applicable law, the business and affairs of the Company shall be vested in its managers (each, a "***Manager***" and collectively "***Managers***"). The initial number of Managers shall be two (2), and the names and addresses of such initial Managers are set forth below. The number of Managers may be increased or decreased from time to time by the unanimous agreement of the Members. A Manager shall serve as Manager until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal, as the case may be. The name and address of the initial Managers of the Company are:

Name	Address
Arturo Zizold	c/o 701 Brickell Avenue, Suite 3300 Miami, Florida 33131
Claudia Fontecilla	c/o 701 Brickell Avenue, Suite 3300 Miami, Florida 33131

b. General Powers. The Managers shall have full, exclusive and complete discretion, power and authority, subject in all cases to the other provisions in this Agreement and the requirements of the applicable law, to manage, control, administer, act on behalf of and to bind the Company, and to operate the business and affairs, including the completion, execution and delivery of any and all agreements, deeds, instruments, receipts, certificates and other documents, and to take all such other action as they may consider necessary or advisable in connection with the management of the Company. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of any of the Managers.

c. Removal of Managers; Vacancies. Any Manager other than an initial Managers named above may be removed and replaced at any time, with or without cause, by a majority of the Members. The unanimous consent of the Members shall be required to remove and replace any initial Managers named above. In the event of the death, incapacity or resignation of any Manager, or a vacancy as a result of an increase in the number of Managers serving or any other reason, a successor Manager shall be elected by the Members, provided, however, that any initial Manager who is not removed may appoint a successor Manager to serve in such initial Manager's place if he ceases to serve, which appointment shall control for purposes of this Agreement. The remaining Managers may take action until a successor Manager is elected and qualified.

d. Telephonic Meetings. Any meeting of the Managers may be telephonic.

e. Quorum; Voting. A majority of the Managers shall constitute a quorum for the transaction of business at any meeting of the Managers. Except as otherwise expressly provided herein, the unanimous vote of the Managers if there are two (2) Managers then serving, or the affirmative vote of a majority of the Managers if more than two (2) Managers are then serving, shall be required in order to authorize any action by the Managers.

f. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Managers may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by not less than all of the Managers.

g. Regular Meetings. A regular meeting of the Managers shall be held without notice immediately after and at the same place as the annual meeting of the Members. The Managers may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than the resolution.

h. Special Meetings. Special meetings of the Managers may be called by or at the request of the Members.

i. Place of Meetings. Regular and special meetings of the Managers and the Members may be held where the Managers and/or Members may determine from time to time.

j. Restrictions. Notwithstanding anything to the contrary contained in this Agreement, no Manager may, without the approval of a majority of the Members:

(1) do any act in contravention of this Agreement;

(2) do any act that would make it impossible to carry on the ordinary business of the Company, except as expressly provided in this Agreement;

(3) execute or deliver any general assignment for the benefit of the creditors of the Company;

(4) assign rights in specific Company property for other than a Company purpose;

(5) knowingly or willingly do any act (except an act expressly required by this Agreement) that would cause the Company to become an association taxable as a corporation; or

(6) sell all or substantially all of the assets of the Company, mortgage or voluntarily place a lien on any of the assets of the Company or merge the Company with or into another entity.

7. Offices. The Company shall have such offices as may be determined from time to time by the Managers.

8. Membership Interests.

a. The limited liability company interests of a Member (the "***Membership Interests***"), are reflected on Annex "A", as the same may be amended from time to time. Each Membership Interest is expressed as a percentage.

b. The Membership Interests of the Company do not need to be represented by certificates.

c. The Company shall maintain records of Membership Interests in the books and records of the Company.

d. If a certificate representing Membership Interests held of record by the Member is lost, stolen, or destroyed, the Company shall issue a new certificate to the Member to replace the certificate previously issued if the Member: (a) provides the Company with a satisfactory affidavit that the certificate has been lost, destroyed, or stolen; (b) requests the issuance of a new certificate before the Company has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; and (c) satisfies any other reasonable requirements of the Company.

9. Profits/Losses; Allocations; Capital Accounts.

a. Capital Accounts. A capital account ("***Capital Account***") shall be established for each Member on the books and records of the Company and shall be maintained in accordance with the rules for determining and maintaining capital accounts set forth in Section 1.704-l(b)(2)(iv) of the U.S. Department of the Treasury regulations promulgated under the Internal Revenue Code of 1986, as amended (the "***Code***" and the "***Treasury Regulations***") or any successor provision. If the Managers reasonably determine that it is necessary to modify the manner in which Capital Accounts, or any debits or credits thereto, are computed in order to comply with Code Section 704 and the Treasury Regulations thereunder, the Managers may make such modification, provided that such modification shall not alter in any manner the economic agreement between or among the Members or the Members' rights to distributions. Any such modification shall not require an amendment to this Agreement.

b. Allocations of Profits and Losses. Profits and losses of the Company (as calculated in accordance with Treasury Regulations Section 1.704-1), after giving effect to the allocations set forth in Sections 9(b), (c), (d), (e), (f), (g), and (h), shall be allocated to the Members on a pro rata basis in accordance with their then specified Percentage Interest as designated on Annex "A" attached hereto. Notwithstanding any other provision of this Agreement, no allocation of profit or loss or any item thereof will be made to a Member if the allocation would not have "economic effect" under Treasury Regulations Section 1.704-1(b)(2)(ii) or be in accordance with the Members' interests in the Company within the meaning of Treasury Regulations Sections 1.704-1(b)(3) or 1.704-2(b)(1). The Managers will have the authority to reallocate any item of income, gain, loss or deduction comprising profit or loss in accordance with this Section 9(b).

c. Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any taxable year or applicable portion thereof, each Member shall be specially allocated profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 9(c)

is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith, including by taking into account the exceptions enumerated at Treasury Regulations Section 1.704-2(f). The Managers may seek to have the minimum gain chargeback requirement waived in accordance with Treasury Regulations Section 1.704-2(f)(4). "***Company Minimum Gain***" shall have the same meaning as the term "partnership minimum gain" set forth in Treasury Regulations Section 1.704-2(b)(2).

d. Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain during any taxable year or applicable portion thereof, each Member that has a share of such Member Minimum Gain shall be specially allocated profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease in Member Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 9(d) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith, including by taking into account the exceptions enumerated at Treasury Regulations Section 1.704-2(f) to the extent provided in Treasury Regulations Section 1.704-2(i)(4). The Managers may seek to have the minimum gain chargeback requirement waived in accordance with Treasury Regulations Section 1.704-2(f)(4). "***Member Minimum Gain***" shall have the same meaning as the term "partner nonrecourse debt minimum gain" set forth in Treasury Regulations Section 1.704-2(i)(2).

e. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the liability in question as determined under Treasury Regulations Section 1.704-2(b)(4); provided, however, that if more than one Member bears the economic risk of loss for such liability, the Member Nonrecourse Deductions attributable to such liability shall be allocated to and among the Members in the proportion that they bear the economic risk of loss for such liability. This Section 9(e) is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i)(1) and shall be interpreted consistently therewith. "***Member Nonrecourse Deductions***" has the meaning as the term "partner nonrecourse deductions" in Treasury Regulations Section 1.704-2(i)(1) and Treasury Regulations Section 1.704-2(i)(2).

f. Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases an Adjusted Capital Account deficit, profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 9(f) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. "***Adjusted Capital Account***" means the Capital Account of a Member, increased by the amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i), and decreased by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

g. Certain Basis Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset under Sections 732(d), 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m), the items of gain or loss deemed to arise from such adjustment will be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

h. Company Nonrecourse Deductions. "Nonrecourse deductions" as defined in Treasury Regulations Section 1.704-2(b)(1) and Treasury Regulations Section 1.704-2(b)(2), and "excess nonrecourse liabilities" as defined in Treasury Regulations Section 1.752-3(a)(3), shall be allocated to the Members in accordance with their Percentage Interests set forth on Annex "A" attached hereto.

i. The allocations set forth in Sections 9(b), (c), (d), (e), (f), and (g) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. The allocations set forth in such Sections shall be taken into account in allocating profits and losses among Members so that, to the extent possible, the net amount of such allocations of profits and losses and items thereof to each Member shall be equal to the net amount that would have been allocated to such Member if the allocations set forth in Sections 9(b), (c), (d), (e), (f), and (g) had not occurred.

j. Tax Allocations. Allocations pursuant to this Section 9(j) are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of income, gain, deductions, or losses or distributions pursuant to any other provision of this Agreement. Except as otherwise provided in this Agreement, for federal and applicable state and local income tax purposes all items of Company income, gain, loss, deduction, basis, and amount realized, and the character and source of such items, shall be allocated among the Members in the same manner as the corresponding items of income, gain, loss, or deduction are allocated to Capital Accounts. All allocations of tax items shall be made in accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder (including allocations with respect to property contributed to the Company and property which has been revalued in accordance with Treasury Regulations Section 1.704-1) if and to the extent necessary to take into account any variation between the adjusted tax basis of any Company property and such property's "book value" under Treasury Regulations Section 1.704-1, using any method determined by the Managers, so long as such method is permissible under Code Section 704(c) and the Treasury Regulations promulgated thereunder, including Treasury Regulations Section 1.704-3.

10. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managers, on a pro rata basis in accordance with the Members' then specified Percentage Interests as designated on Annex "A" attached hereto. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Members on account of its Membership Interest in the Company if such distribution would violate the Act or any other applicable law. The Company shall be entitled to withhold such amounts as may be required pursuant to applicable law with respect to any payment, distribution or allocation of income to a Member. Amounts so withheld

shall be treated for all purposes of this Agreement as having been distributed to the Member to which such withholding is attributable.

11. Fiscal Year; Tax Matters.

a. The Fiscal Year of the Company for accounting and tax purposes shall begin on January 1st and end on December 31st of each year, except for the short taxable years in the years of the Company's formation and termination and as otherwise required by the law (tax or otherwise).

b. Proper and complete records and books of account of the business of the Company, including the Schedule of the Members attached as Annex "A", shall be maintained at the Company's principal place of business. The Members acknowledge and agree that the Company is intended to be classified and treated as a partnership for United States income tax purposes. The Company's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the Company's United States federal income tax return (if required). Each Member and such Member's duly authorized representatives may, for any reason reasonably related to such Member's interest as a Member of the Company, examine the Company's books of account and make copies and extracts therefrom at its own expense. The Members shall maintain or delegate the maintenance the records of the Company for three years following the termination of the Company.

12. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

13. Dissolution.

a. Subject to the occurrence of an event of dissolution pursuant to Section 13(b), the Company shall have perpetual existence.

b. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members; (ii) if both of the initial Managers named above are then serving as Managers, the joint agreement of the initial Managers; or (ii) the entry of a decree of judicial dissolution under Delaware law.

c. Notwithstanding any provision to the contrary in this Agreement or the Act, the dissolution, termination or bankruptcy of a Member shall not operate to dissolve the Company, but the Company shall continue between or among the successor or successors in interest of the dissolved Member.

d. To the extent necessary to comply with Section 704 of the Code and the Treasury Regulations thereunder, an administrative adjustment request or amended returns, as applicable, may be filed with respect to prior open years, such that, to the extent possible, the Capital Accounts of each Member, immediately prior to the final liquidating distribution (or final distributions if there will be more than one liquidating distribution), is equal to the amount which such Member is entitled to receive pursuant to such final liquidating distribution(s) under Section 10.

14. Indemnification. To the fullest extent permitted by law, the Company shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a member, manager, attorney-in-fact, employee or agent of the Company or is or was serving at the request of the Company or its Members as an attorney-in-fact, manager, officer, employee or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) pay the expenses incurred by such person in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Delaware. An attorney-in-fact shall have no personal liability to the Company or its Members for monetary damages for breach of fiduciary duty as an attorney-in-fact; provided, however, that the foregoing provision shall not eliminate the liability of an attorney-in-fact for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the attorney-in-fact derived an improper personal benefit.

15. Counterpart and Facsimile Signatures. Actions taken by the Members and/or the Managers by written consent, pursuant to the Act, may be executed in one or more counterparts, all of which together shall constitute one and the same document and copies of signatures (whether delivered by electronic, facsimile, or any other means) shall have the same effect as original signatures.

16. Amendments. Any amendments to this Agreement shall be in writing signed by all of the Members.

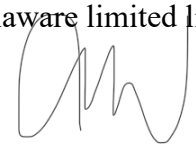
17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws. The members intend the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

[*Signatures on the following page*]

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Operating Agreement as of the date first above written.

COMPANY:

640 SOUTH MASHTA HOLDINGS, LLC, a Delaware limited liability company



By:_____
Name: Arturo Zizold
Title: Manager



By:_____
Name: Claudia Fontecilla
Title: Manager

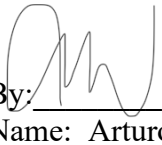
MEMBERS:

AZ IRREVOCABLE TRUST dated November 6, 2015



By:_____
Name: Claudia Fontecilla
Title: Trustee

ZIZOLD FAMILY IRREVOCABLE TRUST dated October 20, 2015



By:_____
Name: Arturo Zizold
Title: Trustee

ANNEX "A"

Name	**Capital Contribution**	**Percentage Interest**
AZ IRREVOCABLE TRUST dated November 6, 2015	$_____	50%
ZIZOLD FAMILY IRREVOCABLE TRUST dated October 20, 2015	$_____	50%
Totals:	$_____	100%

PORTUONDO PEROTTI
ARCHITECTS

Village of Key Biscayne
88 W.McIntyre Street
Key Biscayne, FL 33149

Project Name: MASHTA RESIDENCE
Project Address: 640 S Mashta Drive
Key Biscayne FL 33149

09/16/2025

Planning & Zoning Department,

I do certify that Portuondo Perotti Architects prepared all the required documents for two variances applications for the project located at 240 S Mashta Drive Key Biscayne FL 33149.

Kind Regards,

Rafael Portuondo
Principal

5717SW 8TH STREET, MIAMI, FLORIDA 33144
TEL. (305) 260-9331 / FAX (305) 260-9318 / WWW.PORTUONDO-PEROTTI.COM

Carlos J. Maradiaga
Georgina Cabrera
Property Owners Data Researches Services
3802 SW 79th Ave, #117
Miami, FL 33155
Pho: (305) 262-8965 ● Pho: (305) 207-1412
E-mail: DataResearchAssociates@gmail.com
Date: August 11, 2025

Number of Owners: __32__ (including Subject)

COVER LETTER & CERTIFICATION

TO: City of Key Biscayne
Department of Building, Planning & Zoning
88 W McIntyre St,
Key Biscayne, FL 33149

RE: Property Owners within a 300 FOOT RADIUS of:
640 S MASHTA DR
KEY BISCAYNE, FL 33149-1735
PID # 24-5205-008-0320

Legal Description: As Describe in Exhibit "A"

MASHTA ISLAND PB 60-93 LOT 9 BLK 3 LOT SIZE 100.000 X 150 OR 18642-3922 0599 1

I hereby certify that I have prepared the attached ownership list, map, and mailing labels which are a complete and accurate representation of all the real estate property and property owners who live (or own) real estate property within a 300 foot radius of the external boundaries of the subject property listed above. All of which reflects the latest ad-valorem tax records on file in the Miami-Dade County Tax Assessor's Office.

Sincerely, 



300 FOOT RADIUS MAP

APPROXIMATE SCALE = 1" = 300'

PROPERTY ADDRESS:
640 S MASHTA DR
KEY BISCAYNE, FL 33149-1735
PID # 24-5205-008-0320

LEGAL DESCRIPTION:
MASHTA ISLAND PB 60-93 LOT 9 BLK 3 LOT SIZE 100.000 X 150
OR 18642-3922 0599 1

630 KB LLC
600 Brickell Ave Ste 2500
Miami, FL 33131-3071

Otro Mundo Inc
Euroamerican Group Inc
407 Lincoln Rd
Miami Beach, FL 33139-3020

Manchel Investments Ltd
C/O Family International Realty
328 Crandon Blvd Ste 105
Key Biscayne, FL 33149-1328

Mashta North LLC
621 N Mashta Dr
Key Biscayne, FL 33149-1720

Brian Tague & Mary
610 N Mashta Dr
Key Biscayne, FL 33149-1721

Jose Ortega & Eileen M.
621 S Mashta Dr
Key Biscayne, FL 33149-1734

Brett Cassidy &
Theodore Giuffrida Homestead
620 S Mashta Dr
Key Biscayne, FL 33149-1735

Fernando Gallo Argerich &
Maria Agustina Blumetti
701 S Mashta Dr
Key Biscayne, FL 33149-1736

Luis Henao & Monica Henao
660 N Mashta Dr
Key Biscayne, FL 33149-1744

Jayx Kbis LLC
789 Crandon Blvd Apt 202
Key Biscayne, FL 33149-2650

MCG Investment Group Corp
201 S Biscayne Blvd Ste 800
Miami, FL 33131-4329

For Fun LLC
2300 Coral Way Ste 200
Miami, FL 33145-3542

640 South Mashta Holdings LLC
345 Caribbean Rd
Key Biscayne, FL 33149-1603

Andrew John William Perry &
Luz Perry
601 N Mashta Dr
Key Biscayne, FL 33149-1720

Alfredo A. Rabassa &
Beatriz Pola Rabassa
700 N Mashta Dr
Key Biscayne, FL 33149-1723

Marco A. Sagrera &
Maria Martinez Bordiu
611 S Mashta Dr
Key Biscayne, FL 33149-1734

Dec 102 Limited LLC
610 S Mashta Dr
Key Biscayne, FL 33149-1735

Diego Raffetti
640 N Mashta Dr
Key Biscayne, FL 33149-1744

Intrepid 2023 LLC
669 S Mashta Dr
Key Biscayne, FL 33149-1747

Mashta Investments Inc
Po Box 491017
Key Biscayne, FL 33149-7017

Dos Mundos Inc
Euroamerican Group Inc
407 Lincoln Rd
Miami Beach, FL 33139-3020

Isabella A. & Ricardo Glas
600 S Masha Dr
Key Biscayne, FL 33149

Foxdelta Invest Inc
655 N Mashta Dr
Key Biscayne, FL 33149-1720

Jorge C. Colindres &
Yolanda Gasalla
620 N Mashta Dr
Key Biscayne, FL 33149-1721

Manuel A. Vidal & Suzanne
561 S Mashta Dr
Key Biscayne, FL 33149-1732

Cote Qualified Personal
Residence Trust
670 S Mashta Dr
Key Biscayne, FL 33149-1735

Golden Heights LLC
660 S Mashta Dr
Key Biscayne, FL 33149-1735

Cecilia Absher
650 N Mashta Dr
Key Biscayne, FL 33149-1744

Edgardo Daniel Armando Jr &
Laura Liliana Cahiza
641 S Mashta Dr
Key Biscayne, FL 33149-1747

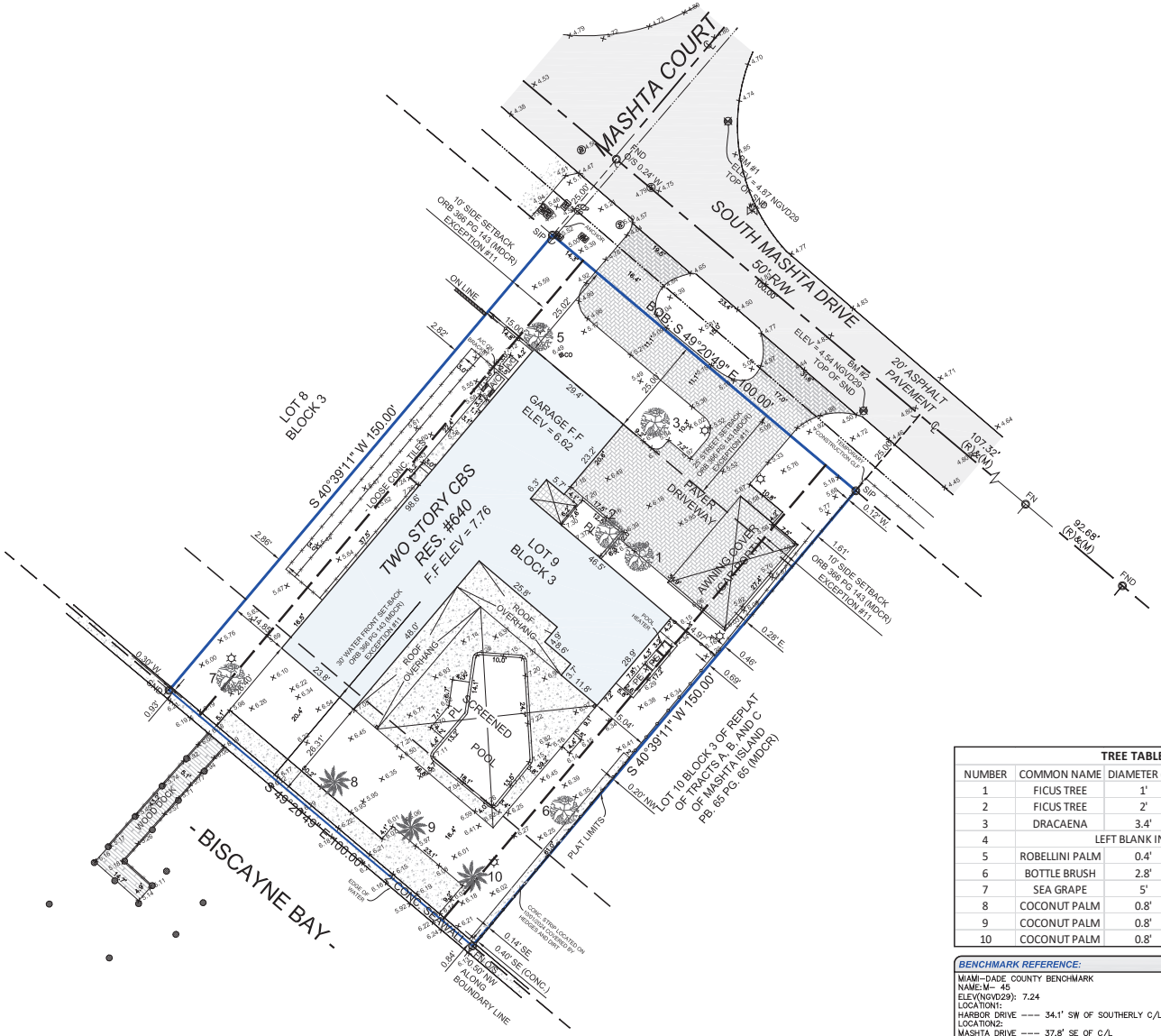
Meiyen Chantal Reichwage &
Randall Reichwage
Po Box 491111
Key Biscayne, FL 33149-7111

Mashta Dr 611 LLC
3395 SW 87th Ct
Miami, FL 33165-4212

Nea Investments Inc
10430 SW 19th St
Miami, FL 33165-7308

MAP OF BOUNDARY, TOPOGRAPHIC, & TREE SURVEY

NORTH
SCALE: 1"=20'



TREE TABLE

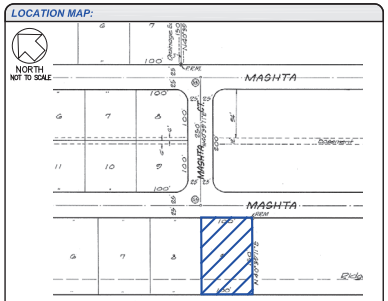
NUMBER	COMMON NAME	DIAMETER (FT)	HEIGHT (FT)	SPREAD (FT)
1	FICUS TREE	1'	12'	12'
2	FICUS TREE	2'	12'	12'
3	DRACAENA	3.4'	10'	8'
4	LEFT BLANK INTENTIONALLY			
5	ROBELLINI PALM	0.4'	10'	12'
6	BOTTLE BRUSH	2.8'	18'	28'
7	SEA GRAPE	5'	40'	40'
8	COCONUT PALM	0.8'	35'	20'
9	COCONUT PALM	0.8'	22'	20'
10	COCONUT PALM	0.8'	18'	20'

BENCHMARK REFERENCE:

MIAMI-DADE COUNTY BENCHMARK
NAME:M- 45
ELEV(NGVD29): 7.24
LOCATION1:
HARBOR DRIVE ---- 34.1' SW OF SOUTHERLY C/L
LOCATION2:
MASHTA DRIVE ---- 37.8' SE OF C/L
DESCRIPTION1: BRASS BAR IN CONC MON BETWEEN A POWER POLE AND ANCHOR NEAR A US MAIL

CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, inc.
13350 SW 131st Street, Suite 103, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

LOCATION MAP:



LEGEND:

ABBREVIATIONS:

A = ARC DISTANCE
A/C = AIR CONDITIONER PAD
BCR =BROWARD COUNTY RECORDS
BLDG= BUILDING
BM = BENCH MARK
BOB = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
CB = CATCH BASIN
CHB = CHORD BEARING
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
COL = COLUMN
CONC = CONCRETE
DE = DRAINAGE EASEMENT
DME = DRAINAGE & MAINTENANCE EASEMENT
D/W = DRIVE-WAY
EB = ELECTRIC BOX
ENC. = ENCROACHMENT
EP = EDGE OF PAVEMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FF = FINISHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FN = FOUND NAIL (NO ID)
FND = FOUND NAIL & DISK
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
LE = LANDSCAPE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MDCR=MIAMI-DADE COUNTY RECORDS
MH =MAN HOLE
ML = MONUMENT LINE
ORB = OFFICIAL RECORDS BOOK
O/S = OFF-SET
(P) = PLAT
PBC = PALM BEACH COUNTY
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PE = POOL EQUIPMENT PAD
PG = PAGE
PI = POINT OF INTERSECTION
PK = PARKER KAELON (SURVEY NAIL)
PL = PLANTER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS DISTANCE
(R) = RECORD
R/W = RIGHT OF WAY
RES. = RESIDENCE
SIP = SET IRON PIPE
SND = SET NAIL & DISK (PK)
STL = SURVEY TIE LINE
SWK = SIDEWALK
(TYP)= TYPICAL
UB = UTILITY BOX
UE = UTILITY EASEMENT
WF = WOOD FENCE
WMDE = WALL MAINTENANCE DRAINAGE EASEMENT

SYMBOLS:

HH = HAND HOLE
EB = ELECTRIC BOX
T = TELEPHONE RISER
CATV = CABLE TV RISER
WM = WATER METER
WV = WATER VALVE
CI = CURB INLET
FH = FIRE HYDRANT
LP = LIGHT POLE
D = DRAIN
V = VALVE
GV = GAS VALVE
BFP = BACKFLOW PREVENTER
B = BOLLARDS
(97) = ORIGINAL LOT DISTANCE
Δ = CENTRAL ANGLE
℄ = CENTER LINE
EW = EDGE OF WATER
CB = CATCH BASIN
UP = UTILITY POLE
CP = CONC. POLE
DMH = DRAINAGE MANHOLE
BMH = BEVER MANHOLE
CMH = COMMUNICATION MANHOLE
FPL MH=MAN-HOLE
IRON
ANCHOR
GUARD RAIL
IRON FENCE
WOOD FENCE
CHAIN LINK FENCE
OVERHEAD UTILITY WIRE
LIMITED ACCESS RIGHT-OF-WAY LINE
BOUNDARY LINE
x 0.00 = ELEVATION
(V) = ENCROACHMENT NOTE (SEE SURVEYORS NOTES)

SURFACE:

ASPHALT CONCRETE PAVERS BUILDING TILES WOOD COVER

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT #2024-566 DATED SEPTEMBER 3, 2024 WAS REVIEWED BY THE SURVEYOR. ONLY THOSE PLOTTABLE EXCEPTION AFFECTING THE PROPERTY HAVE BEEN PLATTED. (EXCEPTION 11 IS THE ONLY PLOTTABLE EXCEPTION) SEE MAP (MDCR) OF SURVEY.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT. ELEVATIONS WHEN SHOWN HAVE BEEN MEASURED TO NEAREST 100TH OF A FOOT ON HARD SURFACES AND NEAREST TENTH OF A FOOT FOR GROUND OR SOD SURFACES
7. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 7104.
8. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
9. FENCE OWNERSHIP NOT DETERMINED.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT, THE NORTH LINE OF LOT 9 BEARS S 49°20'49" E.
11. TYPE OF SURVEY: BOUNDARY, TOPOGRAPHIC, & TREE SURVEY
12. THE SURVEYOR IS NOT A CERTIFIED ARBORIST, TREES ARE IDENTIFIED BY COMMON NAME TO THE BEST OF THE SURVEYOR'S ABILITY. A CERTIFIED ARBORIST SHOULD BE CONSULTED TO DETERMINE SCIENTIFIC NAME, TREE SUB-SPECIES IF ANY AND TREE CONDITIONS.
13. ONLY TREES WITH A TRUNK DIAMETER OF 3" (0.25') AT THE BREAST HEIGHT OR GREATER WERE LOCATED

PROJECT:

DATE OF FIELD SURVEY: 09/24/2024
JOB #: 24039142
FILE #: D-1840
PROJECT NAME: SURVEYS 2024
CAD FILE(S):AMBROSE
REF: SARRIA
G. x
OF 1

CERTIFIED TO:

640 SOUTH MASHTA HOLDINGS LLC
THE JOSEPHS LAW FIRM
CHICAGO TITLE INSURANCE AGENCY

10/01/2024 – LOCATED CONCRETE STRIP ALONG EASTERLY PROPERTY LINE
REVISIONS:

PROPERTY ADDRESS:

640 SOUTH MASHTA DRIVE, KEY BISCAYNE, FL 33149

LEGAL DESCRIPTION:

LOT 9, BLOCK 3, OF MASHTA ISLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 60, PAGE 93, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY REVISED ON 09/11/09 AND INDEX MAP REVISED ON 09/11/09 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE AE BASE FLOOD ELEVATION 10 COMMUNITY NAME & NUMBER MIAMI BEACH 120651 MAP & PANEL NUMBER 12086C0491 SUFFIX L

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUE.

AUTHENTIC COPIES OF THIS SURVEY SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER

JUAN A. SUAREZ LICENSE No. 6220 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Juan A. Suarez,
License No. LS6220

Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2024.10.03 14:47:21 -04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6220

640 S MASHTA RESIDENCE

640 S MASHTA DR. - KEY BISCAYNE - FLORIDA - 33149



LOCATION MAP
SCALE

N

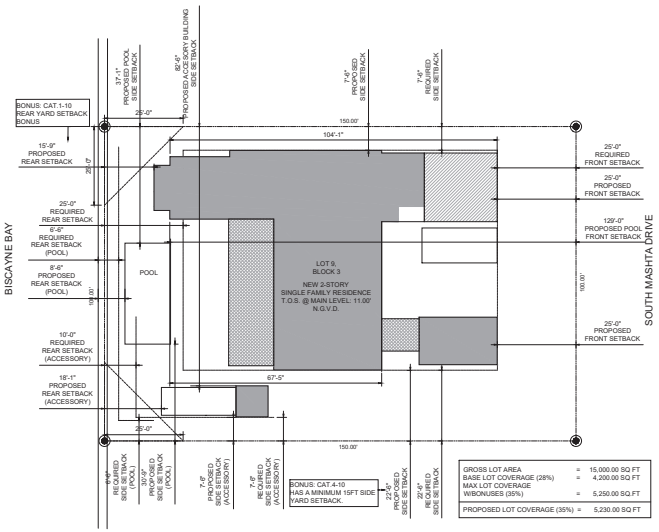
2024-10

VARIANCE APPLICATION SET
09.16.2025

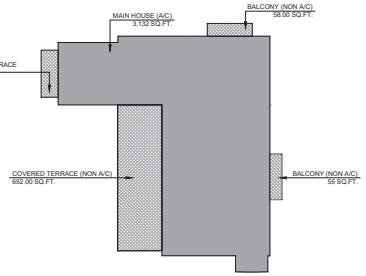
PORTUONDO PEROTTI ARCHITECTS, INC.
5717 S.W. 8th STREET
MIAMI, FLORIDA 33144
PH: (305) 260 -9331
FAX: (305) 260 -9318
E-MAIL: info@PORTUONDO-PEROTTI.COM

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2025.09.16 16:13:33-04'00'

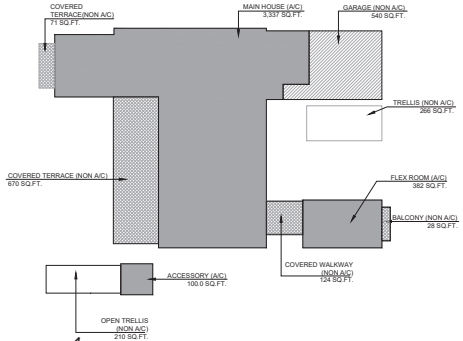
MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



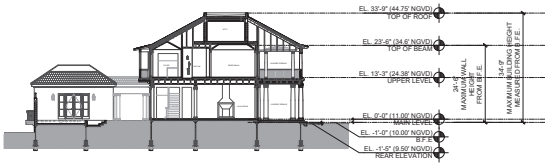
01 SITE PLAN DIAGRAM
Scale: 1/16" = 1'-0"



02 UPPER LEVEL AREA DIAGRAM
Scale: 1/16" = 1'-0"



03 MAIN LEVEL AREA DIAGRAM
Scale: 1/16" = 1'-0"



04 HEIGHT DIAGRAM
Scale: 1/16" = 1'-0"

LEGAL DESCRIPTION (S)

LOT 9, BLOCK 3, OF MASHTA ISLAND, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 93, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PROPERTY ADDRESS(ES)

FOLIO: 06-2228-021-0080
640 SOUTH MASHTA DRIVE
KEY BISCAYNE, FL 33149

ZONING CLASSIFICATION

IR: ISLAND RESIDENTIAL

FLOOD CRITERIA

FLOOD ZONE: AE-10

BASE FLOOD ELEVATION: 10.00' NGVD

DESIGN FLOOD ELEVATION : (MIN. BFE+1'-0"): 11.00' NGVD

LOT AREA

GROSS LOT AREA = 15,000 SQ. FT.

MINIMUM PERVIOUS AREA

MINIMUM REQUIRED: 30% OF LOT AREA (15,000 SQ. FT.) = **4,500 SQ. FT.**
PROPOSED: 43% OF LOT AREA (15,000 SQ. FT.) = **6,500 SQ. FT.**

LOT COVERAGE

BASE: 28% OF LOT AREA (15,000 SQ. FT.) **=4,200 SQ. FT.**
MAX. (W/ BONUSES): 35% OF LOT AREA (15,000 SQ. FT.) **=5,250 SQ. FT.**
PROPOSED: 34.5% OF LOT AREA (15,000 SQ. FT.) **=5,224 SQ. FT.**

FLOOR AREA RATIO

BASE: 36% OF LOT AREA (15,000 SQ. FT.) **=5,400 SQ. FT.**
MAX. (W/ BONUSES): 47% OF LOT AREA (15,000 SQ. FT.) **=7,050 SQ. FT.**
PROPOSED: 46.7% OF LOT AREA (15,000 SQ. FT.) **=7,005 SQ. FT.**

GROSS FLOOR AREA RATIO

MAX GROSS F.A.R.: 65% OF LOT AREA (15,000 SQ. FT.) **=9,750 SQ. FT.**
PROPOSED GROSS F.A.R.: 58.2% OF LOT AREA (15,000 SQ. FT.) **=8,732.50 SQ. FT.**

BUILDING HEIGHT

MAX ALLOWED FROM B.F.E.: 35'-0
PROPOSED: 34'-9

BUILDING WALL HEIGHT

MAX. WALL HEIGHT ALLOWED FROM B.F.E (BASE): 22'-6"
ADDITIONAL WALL HEIGHT (6" PER FOOT ABOVE B.F.E): 22'-6" + 6" = 23'-0"
PROPOSED WALL HEIGHT: BY VARIANCE 24'-6"

BUILDING SETBACKS

PRINCIPAL BUILDING:	REQUIRED	PROPOSED
FRONT	25'-0"	25'-0"
*SIDE:	15'-0"	22'-6"
*SIDE:	15'-0"	7'-6"
REAR (WATERWAY):	25'-0"	15'-6"
ACCESSORY STRUCTURE SETBACKS:	**REQUIRED**	**PROPOSED**
FRONT	NOT PERMITTED	N/A
*SIDE:	7'-6"	6'-6"
*SIDE:	22'-6"	62'-6"
REAR (WATERWAY):	10'-0"	18'-1"
POOL SETBACKS:	**REQUIRED**	**PROPOSED**
FRONT	25'-0"	129'-0"
SIDE:	6'-6"	37'-1"
SIDE:	6'-6"	30'-9"
**REAR (WATERWAY):	6'-6"	8'-6"

*7'-6" MIN SIDE SETBACK AND SUM OF SIDE YARDS SHALL NOT BE LESS THAN 30% OF AVERAGE LOT WIDTH (100') = 30'
*NO SIDE YARD SHALL BE REQUIRED TO EXCEED 30'
**WATERFRONT LOTS MAY PROVIDE A ZERO SETBACK. THE FOREGOING SETBACKS SHALL BE MEASURED FROM WATER'S EDGE.

FAR BONUSES:		
CAT 1.		
4. GARAGE OR CARPORT CONTAINING TWO OR MORE VEHICLES PARKED PARALLEL WITH A COLUMN SEPARATING EACH OF THE SPACES.	.02	2%
10. REAR YARD SETBACK BONUS.	.003 FOR EVERY FOOT THE MAIN PERMITTED USE IS SETBACK, LESS THAN 20 FT. TO A MINIMUM OF 15 FT.	.003(8.5') 2.5%
11. A PORTION OF THE BUILDING HAVING A LENGTH OF AT LEAST TEN FT. WITH A FRONT YARD SETBACK THAT EXCEEDS THE REQUIRED 25 FT SETBACK.	.0002 PER SQ.FT. (MAX .03)	.0002(181 SQ.FT.) 3%
CAT 3.		
14. FLORIDA FRIENDLY LANDSCAPING (NATIVE, DROUGHT, AND SALT TOLERANT).	.03 FOR 80% OF PLANTING REQUIREMENT.	3%
CAT 4.		
16. (b) HAS A MINIMUM 15 FT SIDE YARD SETBACK.	.03 (ONE SIDE ONLY)	3%
TOTAL BONUSES		**13.5%**

AREA TABULATION	A/C.	NON A/C.	TOTAL AREA	LOT COVERAGE	F.A.R.	GROSS F.A.R.
FIRST LEVEL						
MAIN HOUSE	3,337.00 SQ. FT.		3,337.00 SQ. FT.	3,337.00 SQ. FT.	3,337.00 SQ. FT.	3,337.00 SQ. FT.
GARAGE		540.00 SQ.FT.	540.00 SQ. FT.	540.00 SQ. FT.	54.00 SQ. FT.	540.00 SQ. FT.
ENTRY TRELLIS		266.00 SQ.FT.				
BBQ TRELLIS		210.00 SQ.FT.				
COVERED WALKWAY		124.00 SQ.FT.		124.00 SQ. FT.		
ACCESSORY STRUCT.	100.00 SQ. FT.		100.00 SQ. FT.	100.00 SQ. FT.	100.00 SQ. FT.	100.00 SQ. FT.
FLEX ROOM	382.00 SQ. FT.		382.00 SQ. FT.	382.00 SQ. FT.	382.00 SQ. FT.	382.00 SQ. FT.
BALCONY		25.00 SQ. FT.				25.00 SQ. FT.
COVERED TERRACES		741.00 SQ. FT.	741.00 SQ. FT.	741.00 SQ. FT.		370.50 SQ. FT.
SECOND LEVEL						
MAIN HOUSE	3,132.00 SQ. FT.		3,132.00 SQ. FT.		3,132.00 SQ. FT.	3,132.00 SQ. FT.
BALCONIES		113.00 SQ. FT.				113.00 SQ. FT.
TERRACES		733.00 SQ.FT.				733.00 SQ. FT.
TOTALS	**6,951.00 SQ. FT.**	**2752.00 SQ. FT.**	**9,703.00 SQ. FT.**	**5,224.00 SQ. FT.**	**7,005.00 SQ. FT.**	**8,732.50 SQ. FT.**

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 16:13:34-04'00'

PROJECT NUMBER: 2034-10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

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Architecture Planning Interior Design
5717 SW 8th Street Miami, Florida 33144 USA
Tel: (305) 261-3535 Fax: (305) 261-9356
http:// www.portuondoperotti.com

640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: PROJECT INFO
SCALE: AS NOTED

SHEET: A-003
OF

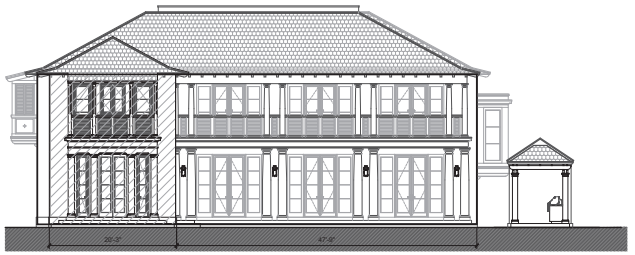
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MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



TOTAL FACADE AREA	=	1,955.89 SQ FT
SETBACK AREA REQUIRED (25%)	=	488.97 SQ FT
AREA PROVIDED (10.1%)	=	837.93 SQ FT

01 FRONT ELEVATION
Scale: 1/8" = 1'-0"



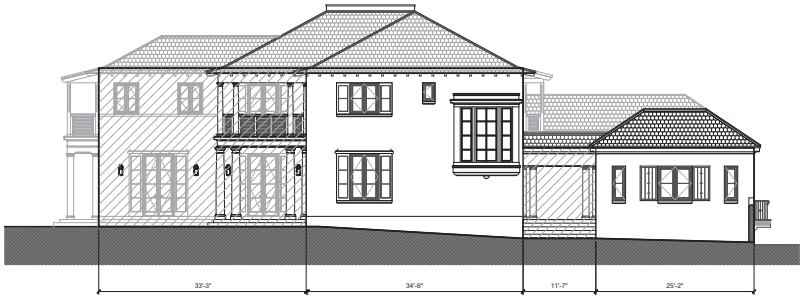
TOTAL FACADE AREA	=	1,666.66 SQ FT
SETBACK AREA REQUIRED (25%)	=	416.67 SQ FT
AREA PROVIDED (28.73%)	=	478.83 SQ FT

02 REAR ELEVATION
Scale: 1/8" = 1'-0"



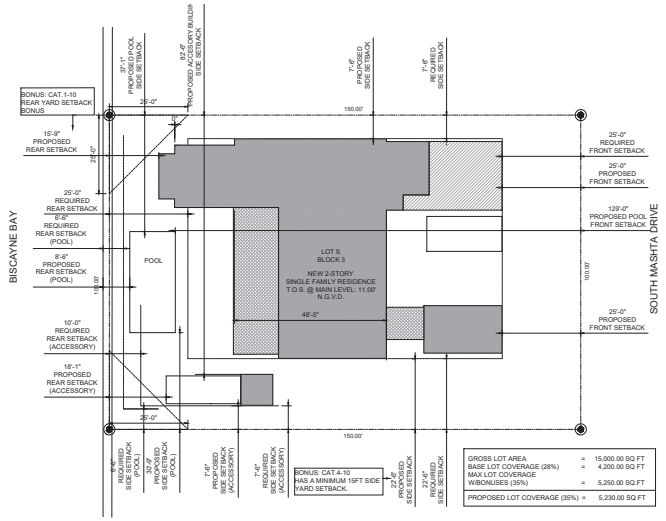
TOTAL FACADE AREA	=	2,167.19 SQ FT
SETBACK AREA REQUIRED (25%)	=	541.80 SQ FT
AREA PROVIDED (44.7%)	=	969.15 SQ FT

03 SIDE ELEVATION
Scale: 1/8" = 1'-0"



TOTAL FACADE AREA	=	2,268.41 SQ FT
SETBACK AREA REQUIRED (25%)	=	567.10 SQ FT
AREA PROVIDED (44%)	=	998.34 SQ FT

04 SIDE ELEVATION
Scale: 1/8" = 1'-0"



GROSS LOT AREA	=	15,000.00 SQ FT
BASE LOT COVERAGE (28%)	=	4,200.00 SQ FT
MAX LOT COVERAGE W/BONUSES (35%)	=	5,250.00 SQ.FT
PROPOSED LOT COVERAGE (35%)	=	5,230.00 SQ.FT

05 LOT COVERAGE DIAGRAM
Scale: 1/16" = 1'-0"

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024-10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

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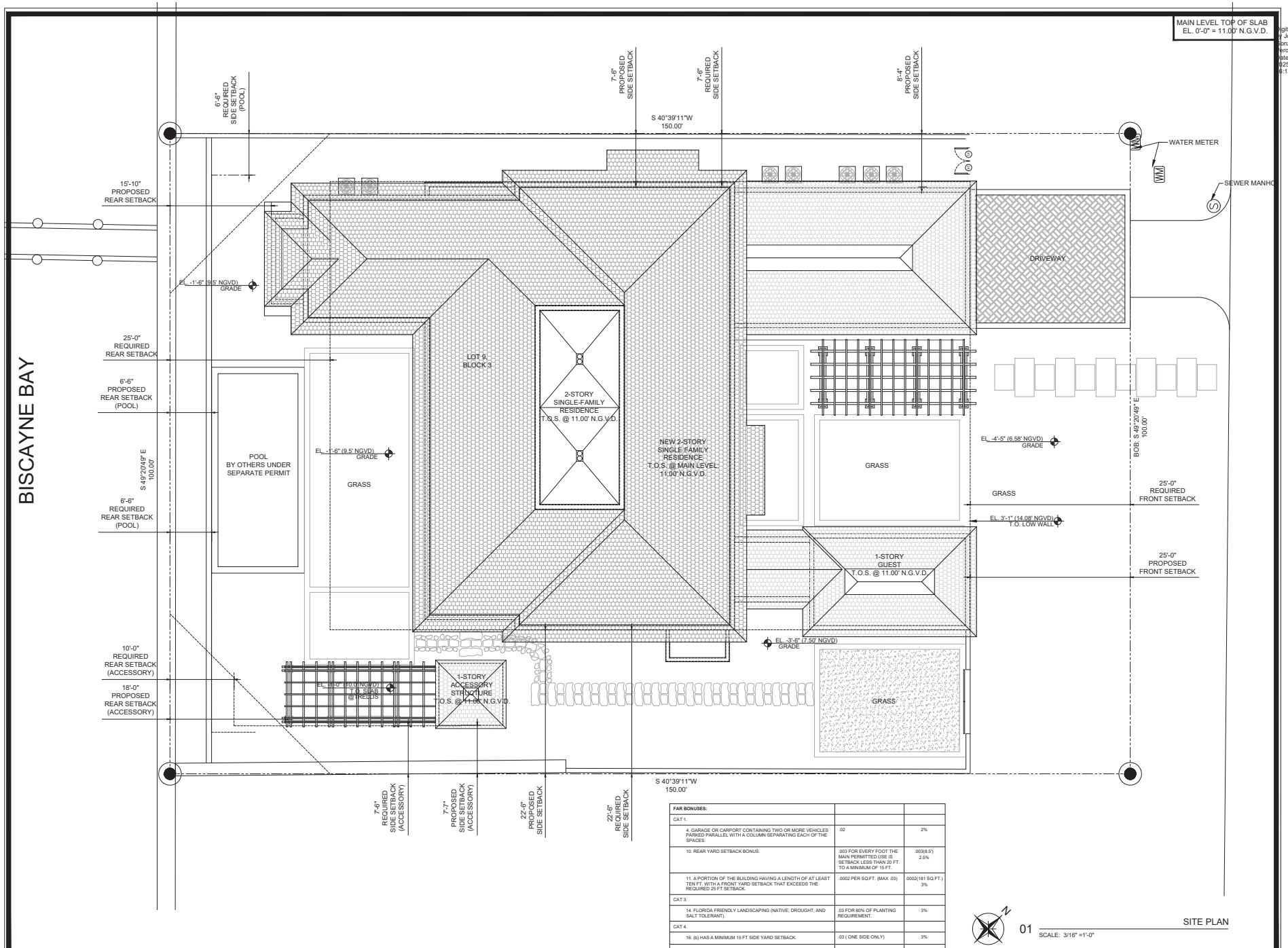
640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: PROJECT INFO
SCALE: AS NOTED

SHEET: A-003.1
OF

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FAR BONUSES:		
CAT 1.		
4. GARAGE OR CARPORT CONTAINING TWO OR MORE VEHICLES PARKED PARALLEL WITH A COLUMN SEPARATING EACH OF THE SPACES.	.02	2%
10. REAR YARD SETBACK BONUS.	.003 FOR EVERY FOOT THE MAIN PERMITTED USE IS SETBACK LESS THAN 20 FT. TO A MINIMUM OF 15 FT.	.003(8.5') 2.5%
11. A PORTION OF THE BUILDING HAVING A LENGTH OF AT LEAST TEN FT. WITH A FRONT YARD SETBACK THAT EXCEEDS THE REQUIRED 25 FT SETBACK.	.0002 PER SQ.FT. (MAX. .03)	.0002(181 SQ.FT.) 3%
CAT 3.		
14. FLORIDA FRIENDLY LANDSCAPING (NATIVE, DROUGHT, AND SALT TOLERANT).	.03 FOR 80% OF PLANTING REQUIREMENT.	3%
CAT 4.		
16. (b) HAS A MINIMUM 15 FT SIDE YARD SETBACK.	.03 (ONE SIDE ONLY)	3%
TOTAL BONUSES		**13.5%**

01 SITE PLAN
SCALE: 3/16" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024.10
DATE: 09.16.2025
DRAWN BY: CB
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640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

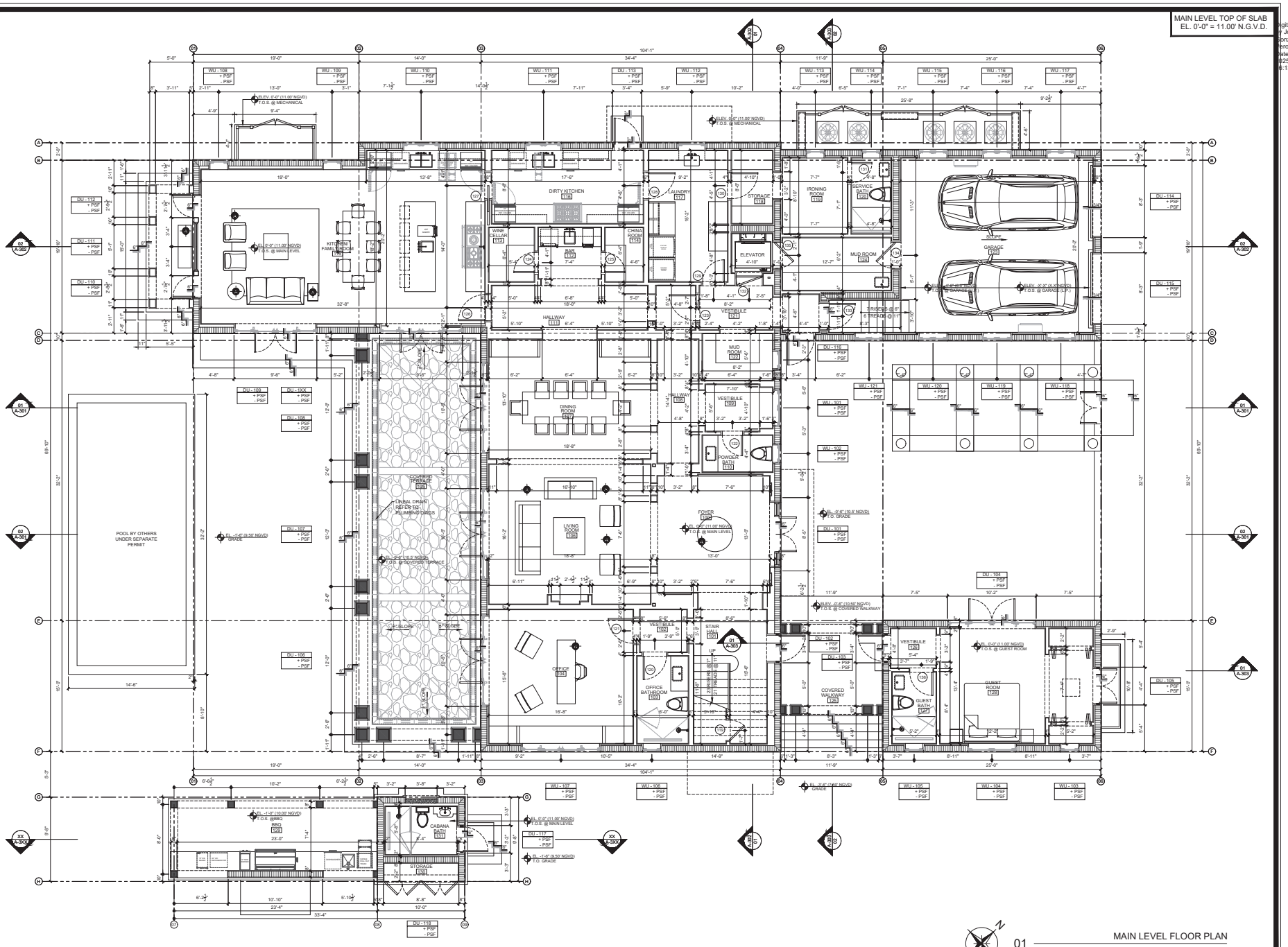
OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: SITE PLAN
SCALE: 1/8"=1'-0"

SHEET: A-100
OF

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01 MAIN LEVEL FLOOR PLAN
SCALE: 1/4" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2034-10
REVISIONS:
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP

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640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

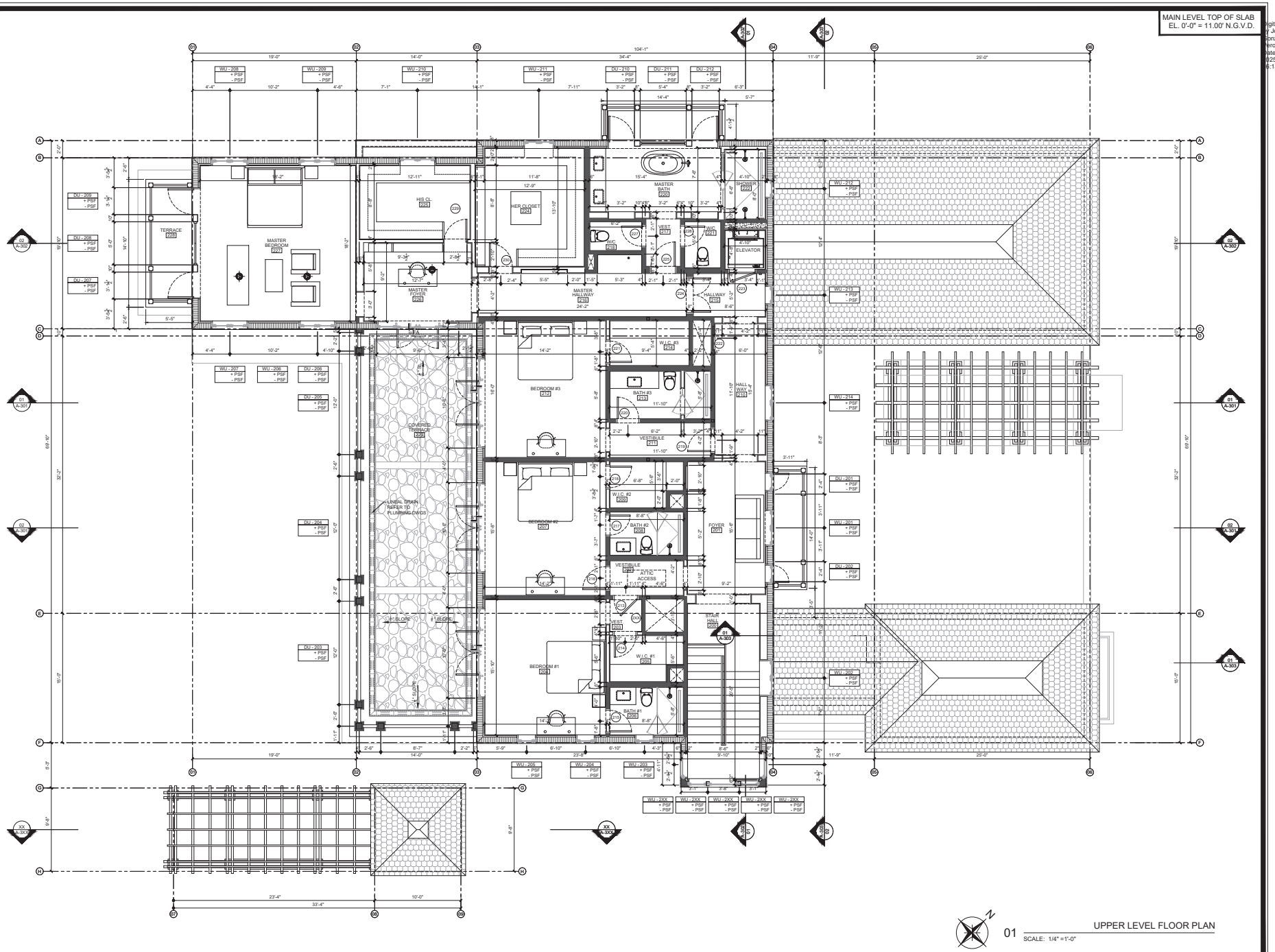
TITLE: FLOOR PLAN
SCALE: 1/4"=1'-0"

SHEET A-101
OF

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770



01 UPPER LEVEL FLOOR PLAN
SCALE: 1/4" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2034-10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

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640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: FLOOR PLAN
SCALE: 1/4"=1'-0"

SHEET: A-102
OF

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771

LEGEND		
MARK	SYMBOL	DESCRIPTION
A		SURFACE MOUNT FLUORESCENT FIXTURE
B		UNDER CABINET FIXTURE
C		RECESSED FIXTURE
D		SURFACE-MOUNT FIXTURE
E		WALL SCONCE
F		LINEAR A/C DIFFUSER
G		STANDARD A/C DIFFUSER
H		EXHAUST FAN
I	J	JUNCTION BOX
J	VP	VAPOR PROOF FIXTURE
K		CEILING FAN
L		WALL LINEAR A/C DIFFUSER
M		A/C RETURN GRILL
N		ADJUSTABLE RECESSED FIXTURE
O	MS	JAMB SWITCH
P	CO	CLOCK OUTLET AT 66" A.F.F.
Q		FLOOR OUTLET

NOTES:

1. REFER TO ROOM FINISH SCHEDULE ON SHEET A-601 FOR FINISHES.
2. REFER TO INTERIOR DESIGN DRAWINGS FOR COORDINATION OF MILLWORKS, TRIMS, M.E.P., ETC.
3. REFER TO INTERIOR DESIGN DRAWINGS FOR CEILING PROFILES & DIMENSIONS.
4. REFER TO MECHANICAL DRAWINGS FOR DIFFUSER & FOR SPECIFICATIONS.

MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.

KITCHEN/ FAMILY ROOM 115
DIRTY KITCHEN 118
LAUNDRY 117
STORAGE 116
IRONING ROOM 119
SERVICE BATH 120
GARAGE 123
WINE CELLAR 113
BAR 112
CHINA ROOM 114
MUD ROOM 125
HALLWAY 111
VESTIBULE 124
HALLWAY 108
MUD ROOM 122
DINING ROOM 107
VESTIBULE 109
POWDER BATH 110
COVERED TERRACE 105
LIVING ROOM 106
FOYER 102
OFFICE 104
VESTIBULE 103
OFFICE BATHROOM 126
STAIR HALL 101
COVERED WALKWAY 128
VESTIBULE 129
GUEST ROOM 123
GUEST BATHROOM 127
BBQ 132
CABANA BATH 131
STORAGE 130

01 UPPER LEVEL RCP
SCALE: 1/4" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024.10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

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640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

SHEET: A-103
OF

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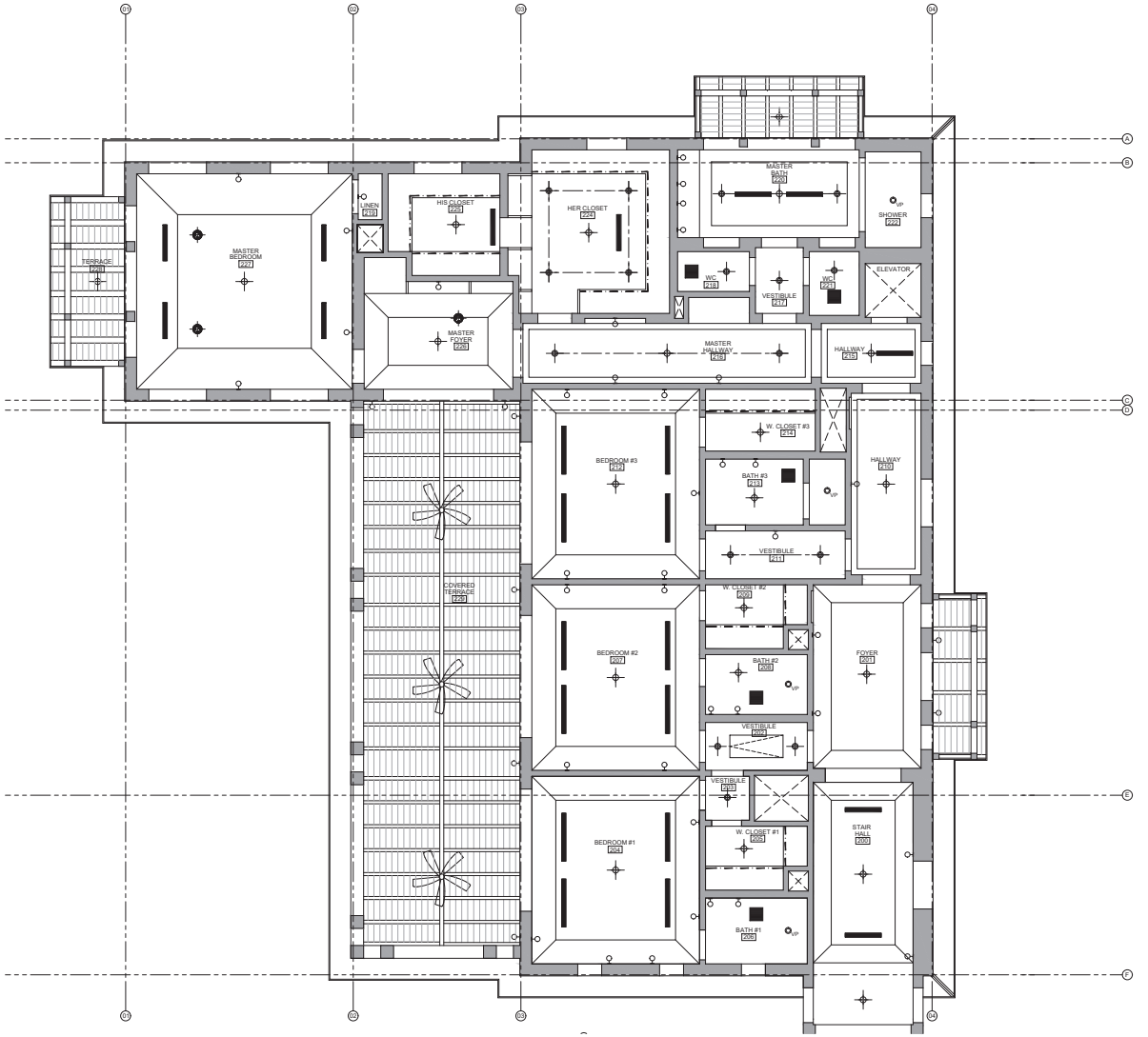
772

LEGEND		
MARK	SYMBOL	DESCRIPTION
A		SURFACE MOUNT FLUORESCENT FIXTURE
B		UNDER CABINET FIXTURE
C		RECESSED FIXTURE
D		SURFACE-MOUNT FIXTURE
E		WALL SCONCE
F		LINEAR A/C DIFFUSER
G		STANDARD A/C DIFFUSER
H		EXHAUST FAN
I	J	JUNCTION BOX
J	VP	VAPOR PROOF FIXTURE
K		CEILING FAN
L		WALL LINEAR A/C DIFFUSER
M		A/C RETURN GRILL
N		ADJUSTABLE RECESSED FIXTURE
O	JS	JAMB SWITCH
P	CO	CLOCK OUTLET AT 86" A.F.F.
Q		FLOOR OUTLET

NOTES:

1. REFER TO ROOM FINISH SCHEDULE ON SHEET A-601 FOR FINISHES.
2. REFER TO INTERIOR DESIGN DRAWINGS FOR COORDINATION OF MILLWORKS, TRIMS, M.E.P., ETC.
3. REFER TO INTERIOR DESIGN DRAWINGS FOR CEILING PROFILES & DIMENSIONS.
4. REFER TO MECHANICAL DRAWINGS FOR DIFFUSER & FOR SPECIFICATIONS.
5. REFER TO SHEET A-600 FOR CEILING TYPES.

MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



01 UPPER LEVEL RCP
SCALE: 1/4" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024.10
DATE: 09.16.2025
DRAWN BY: CB
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ARCHITECTS
PORTUONDO PEROTTI ARCHITECTS, INC.
Architecture Planning Interior Design
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Tel. (305) 668-3331 Fax (305) 668-9358
http://www.portuondo-perotti.com

640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

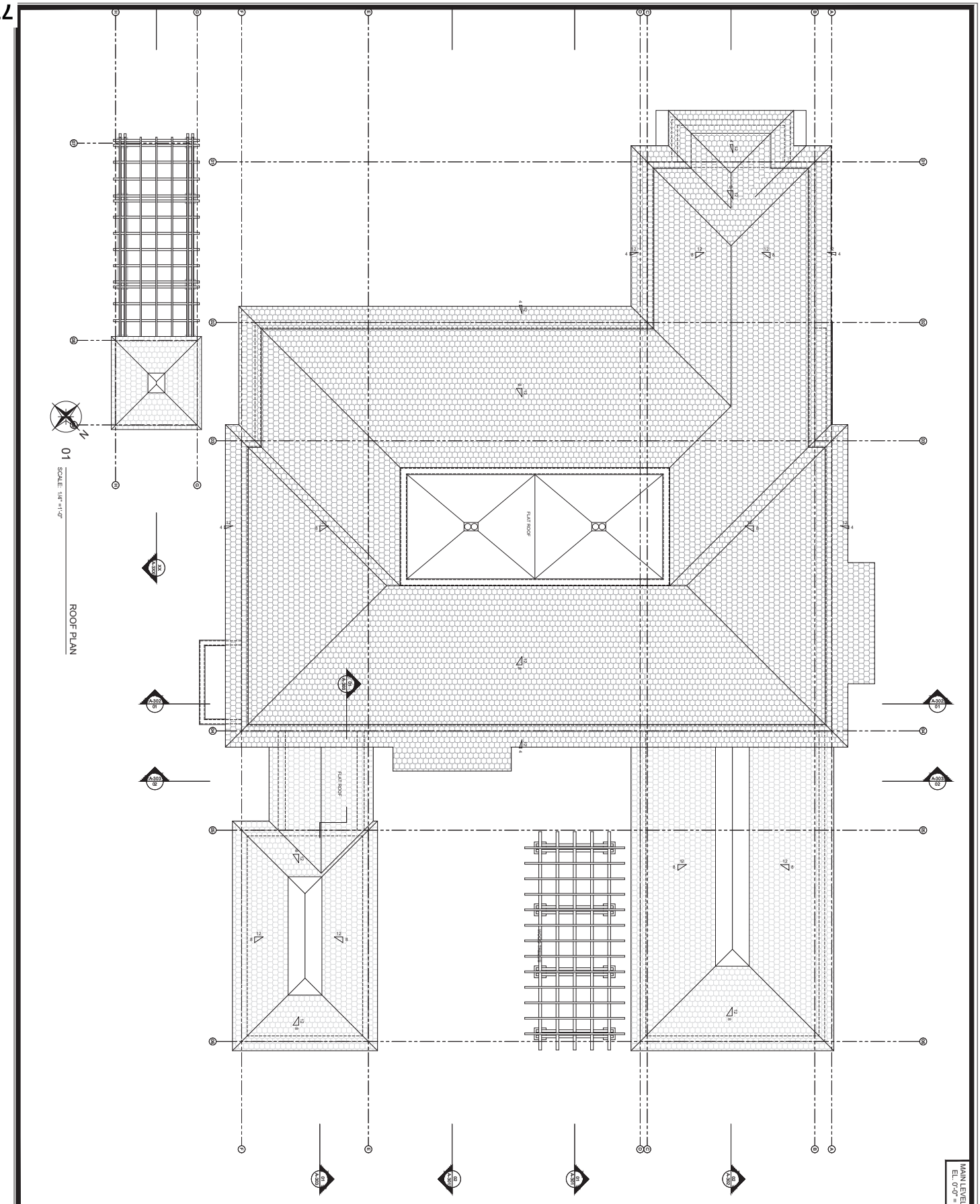
OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

SHEET: A-104
OF

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01 ROOF PLAN
SCALE: 1/4" =1'-0"

MAIN LEVEL TOP OF SLAB
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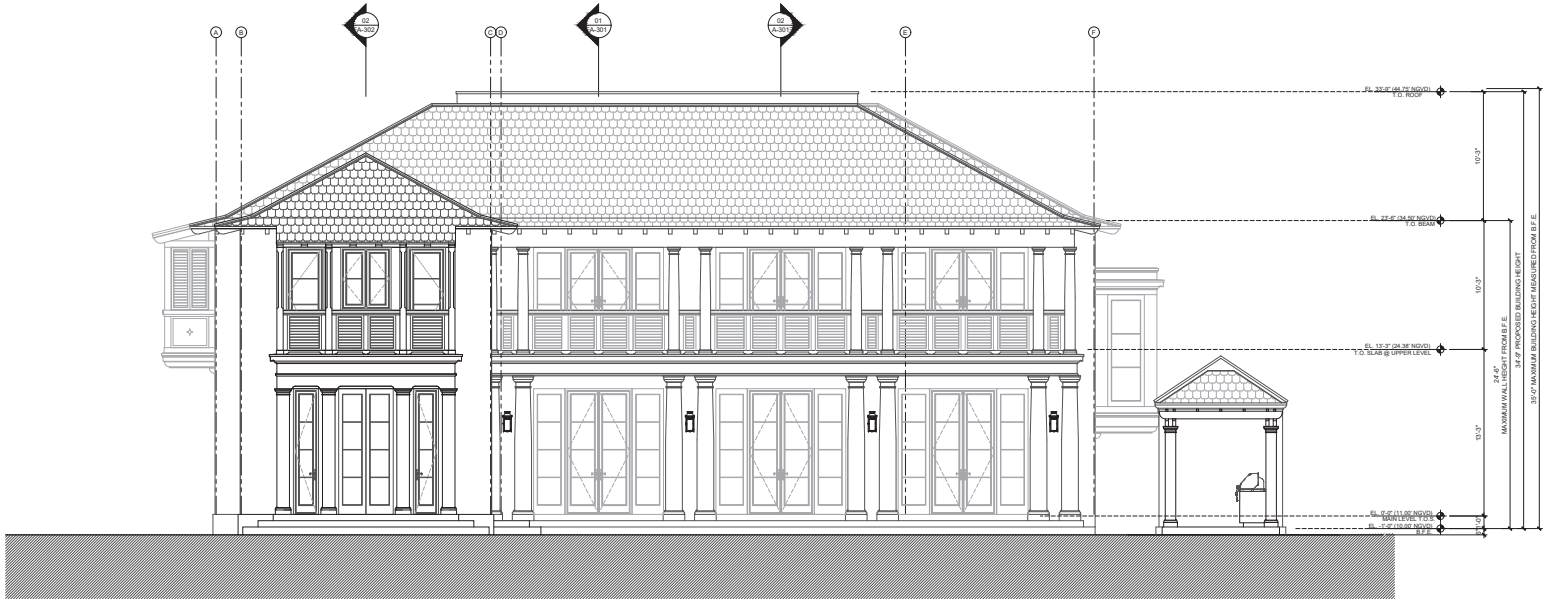
SHEET: A-105 OF	TITLE: ROOF PLAN SCALE: 1/4"=1'-0"	OWNER 640 SOUTH MASHTA HOLDINGS LLC 345 CARIBBEAN RD, KEY BISCAYNE, FL 33149	640 S MASHTA RESIDENCE 640 S MASHTA DR. KEY BISCAYNE, FL 33149	ARCHITECTS PORTUONDO PEROTTI ARCHITECTS, INC. Architecture . Planning . Interior Design 5717 S.W. 8th Street . Miami . Florida . 33144 . USA Tel. (305) 260 - 9331 . Fax. (305) 260 - 9318 http://www.portuondo-perotti.com	PROJECT NUMBER: 2024-10 REVISIONS: DATE: 09.16.2025 DRAWN BY: CB CHECKED BY: JLGP	Digitally signed by Jose Luis Gonzalez Date: 2025.09.16 16:13:34 -04'00'

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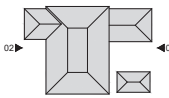
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01 FRONT ELEVATION
SCALE: 1/4" =1'-0"



02 REAR ELEVATION
SCALE: 1/4" =1'-0"



Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 14:13:43-04'00'

PROJECT NUMBER: 2034.10
DATE: 09.16.2025
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640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
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340 CARIBBEAN RD KEY BISCAYNE, FL 33149

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

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MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



01 SIDE ELEVATION
SCALE: 1/4" =1'-0"



02 SIDE ELEVATION
SCALE: 1/4" =1'-0"

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PROJECT NUMBER: 2034-10
DATE: 09.16.2025
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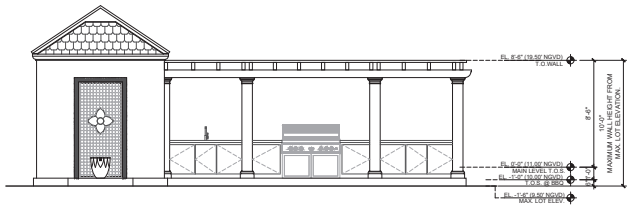
OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

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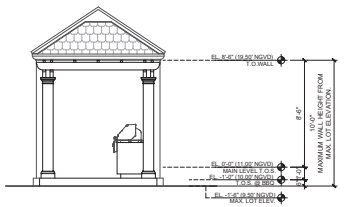
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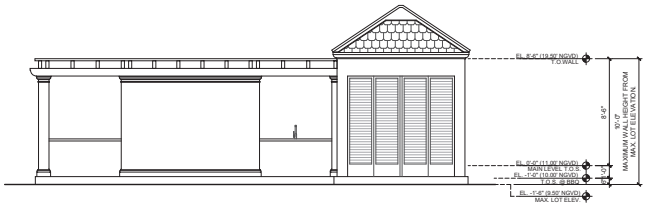
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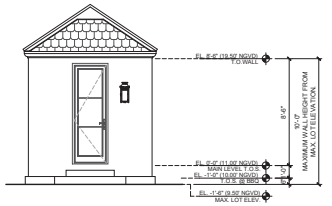
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SCALE: 1/4" =1'-0"



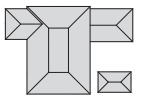
02 CABANA SIDE ELEVATION
SCALE: 1/4" =1'-0"



03 CABANA REAR ELEVATION
SCALE: 1/4" =1'-0"



04 CABANA SIDE ELEVATION
SCALE: 1/4" =1'-0"



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Date: 2026.09.16 14:13:40 -04'00'

PROJECT NUMBER: 2034.10
DATE: 09.16.2025
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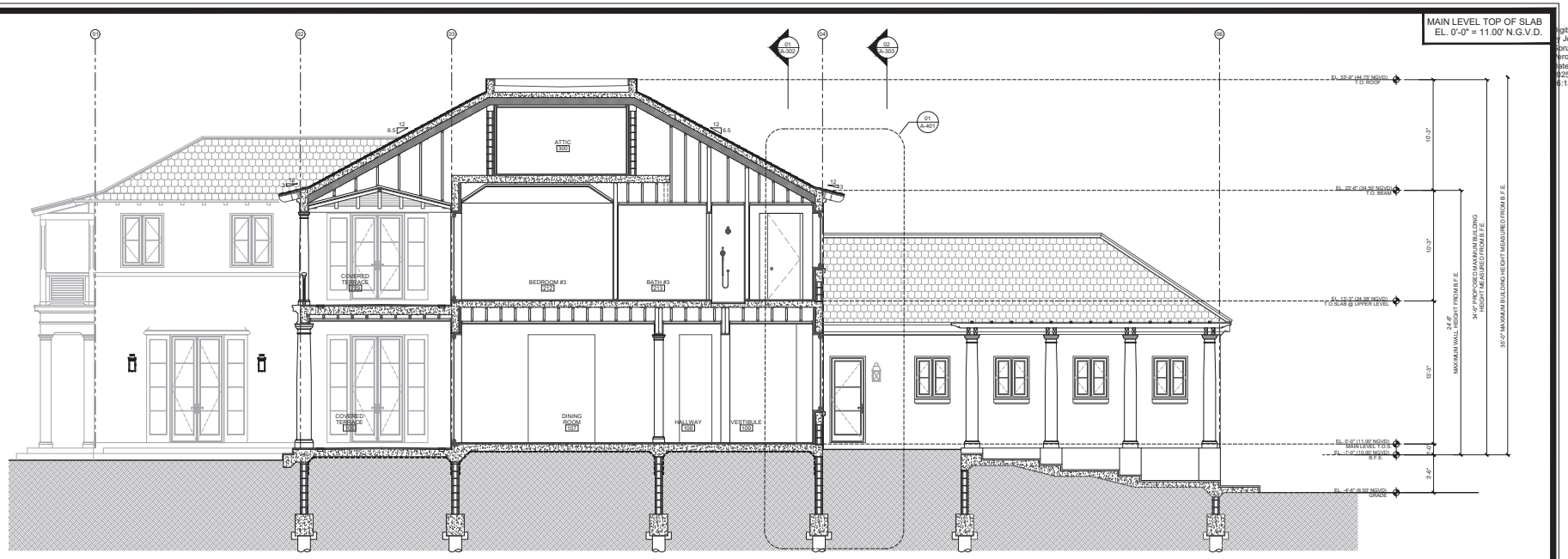
640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

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

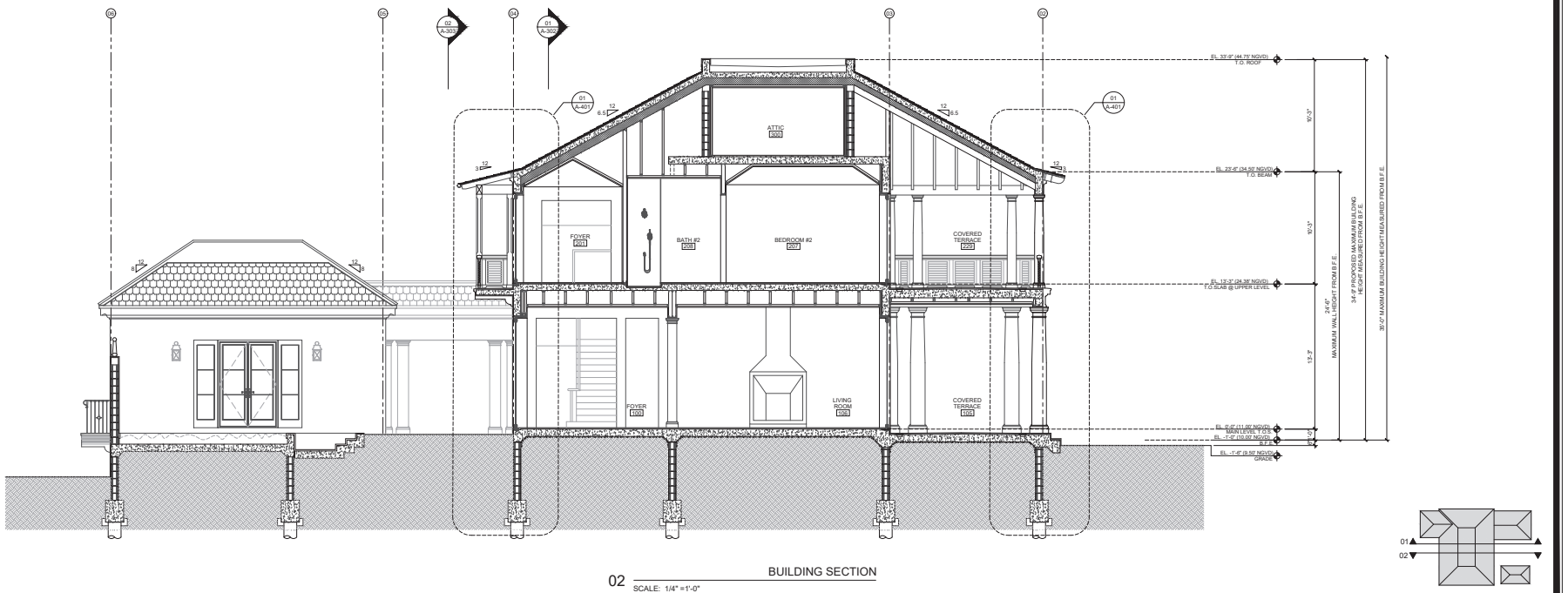
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01 BUILDING SECTION

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



02 BUILDING SECTION

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

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PROJECT NUMBER: 2034-10
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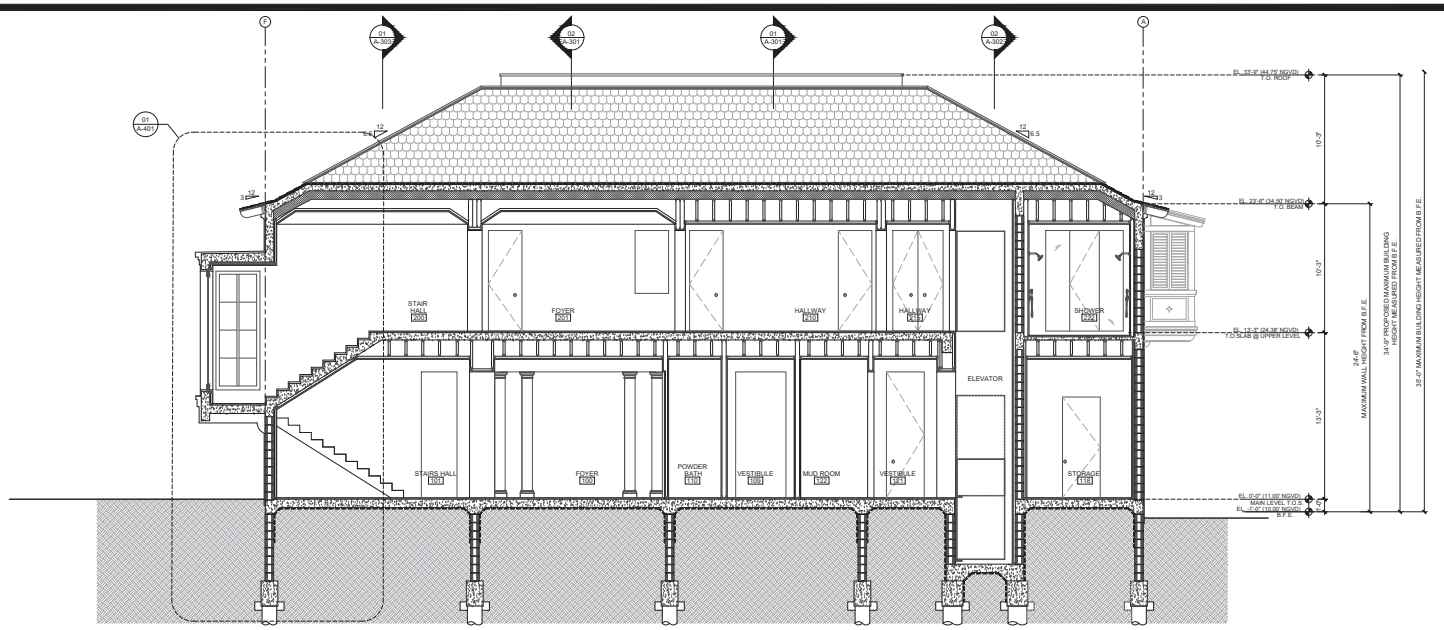
OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: BUILDING SECTION
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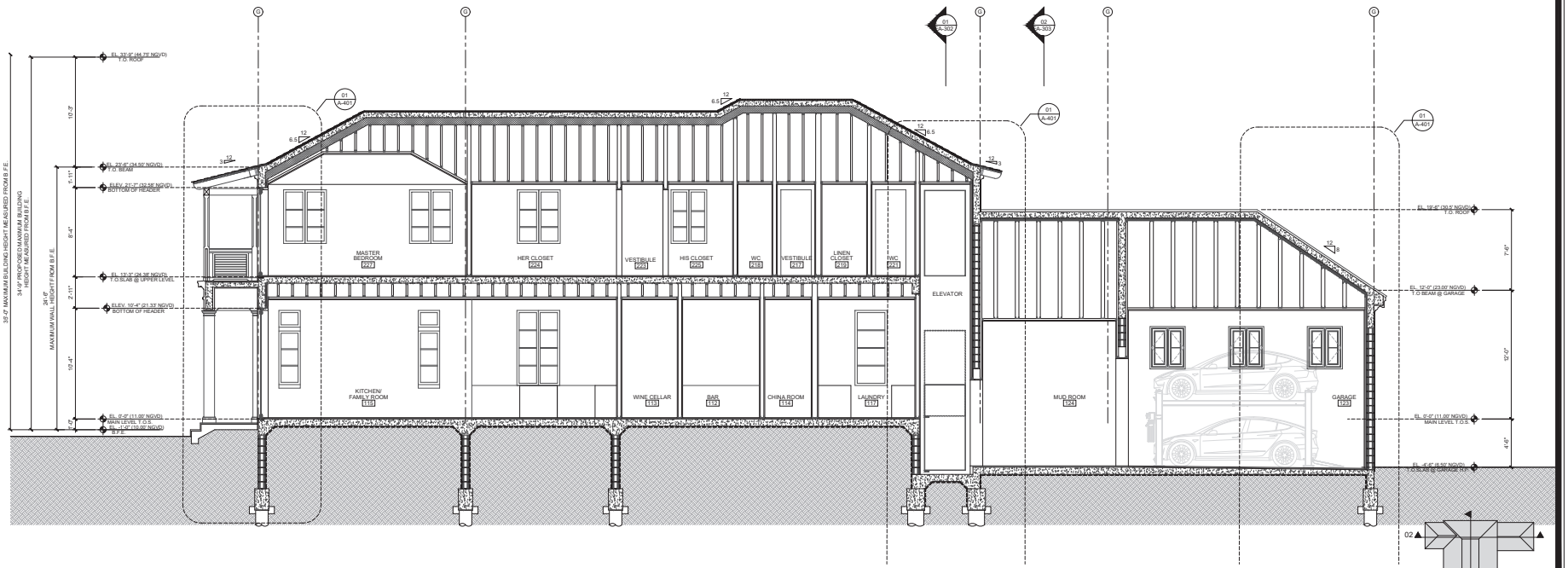
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01 BUILDING SECTION
SCALE: 1/4" =1'-0"



02 BUILDING SECTION
SCALE: 1/4" =1'-0"

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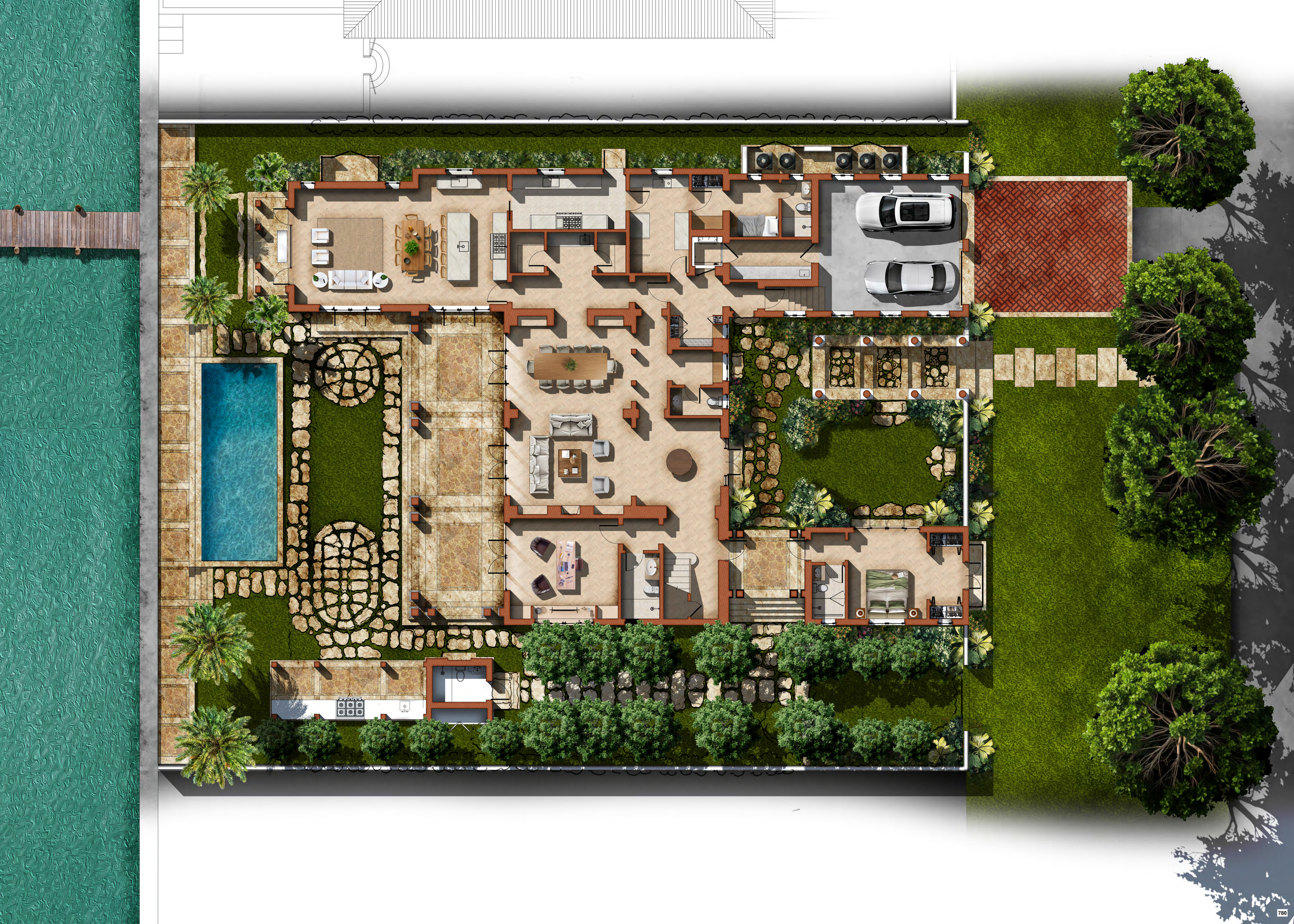
OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: BUILDING SECTION
SCALE: 1/4"=1'-0"

SHEET: A-302
OF

REVISIONS
PROJECT NUMBER: 2024.10
DATE: 09.16.2025
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VILLAGE OF KEY BISCAYNE

Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

OFFICE OF THE MANAGER

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Village Building Zoning and Planning Director

RE: Regulatory Variance: Maximum Wall Height and Maximum Lot Elevation at 640 S. Mashta Drive

APPLICATION SUMMARY

Applicant	640 South Mashta Holdings, LLC.
Request(s)	Approval of a variance request to allow a maximum exterior wall height of 23 feet and 6 inches above Base Flood Elevation on one side and the rear of a home where a height of 22 feet and 6 inches is otherwise permitted. Approval of a variance request to allow a rear zone lot elevation of 9.5 NGVD feet where a maximum rear zone lot elevation of 8.5 feet NGVD would otherwise be required.
Site Address	640 S. Mashta Drive
Master Plan (Land Use)	Low Density Single Family Residential
Zoning District	Island Residential (IR)
File Number(s)	RV-PZR25-00030 RV-PZR25-00031
Recommendation	Approval

RECOMMENDATION

I recommend approval of the regulatory variance application for both variances for the property at 640 S. Mashta Drive.

The Request:

The applicant is requesting two variances, increased wall height on two sides and increased lot elevation in the rear zone of the property. The applicant's request to increase wall height is based on their desire to build a sloped roof from concrete, which is more resistant to hurricanes and thicker than wood construction. The applicant states that interior ceiling heights would be unacceptably low without the proposed variance. The applicant also wishes to increase lot elevation in order to better integrate the pool deck with the home.

Village staff recommends approval of the variances since they only apply to the rear and one side of the property. The negative impact to the neighbors and Village is minimal while there are benefits which are consistent with Village goals.

Wall height regulations work in conjunction with overall maximum height rules to limit visual impact and size of new construction. The applicant is proposing a structure which will not exceed overall height. The proposed increased wall height is limited to two facades. The proposed structure minimizes visual impact via two design elements. First, the second story and main building mass is set far back from the street and from the southeast property. Second, the sloped roof reduces overall vertical structure and visual impact compared to a flat roof.

Potential negative impacts are limited to the northwest and rear of the property and are balanced by resiliency benefits and stormwater mitigation. The wall height on the rear, waterfront façade does not negatively impact neighbors or the Village. The property to the northwest is a two-story structure whose construction was completed in 2001 and is on a partially raised lot. The contrast in heights between the proposed building and existing northwest property is minimal compared to new construction built near Mackle homes. The applicant is requesting the variance in order to build a sloped roof from concrete, which will exceed minimum hurricane standards and remain durable even if the roof membrane leaks.

The increase in rear lot elevation is limited to an area of pool deck which then steps down toward the property lines. The step down at the perimeter mitigates any negative visual impact. The applicant proposes to use permeable pavement for hardscape in the rear lot which will mitigate stormwater by retaining water in the elevated lot area. Thus, the applicant proposes a structure which will be durable and reduce stormwater impacts.

Currently a Zoning Ordinance Reform Committee (ZORC) is contemplating changes to the

code sections relevant to these variances. The ZORC has discussed wall height at length and recommends that the current code remain in place. The ZORC has also discussed lot elevation and is recommending some additional flexibility when a home is elevated. Discussions within the committee have also focused on increasing resiliency while minimizing negative visual impact to the community. Thus, staff recommends approval of the variance request even if the code is unchanged.

The property at 640 S. Mashta Drive (the "Property") is a single-family waterfront lot within the Mashta Island Subdivision. The BFE for this property is currently 10 feet NGVD (National Geodetic Vertical Datum), which would mean that the minimum finished floor elevation from which the overall building height is counted is 11 feet NGVD. The Code further requires that the maximum wall height not exceed 22.5 feet above the BFE. The flexibility on that limitation allows the maximum exterior wall height to be increased six-inches (6") for every one-foot (1') that the lowest floor is above BFE up to 24.5 feet. Higher wall heights are permitted when the taller portion of the wall is a greater distance from the minimum setback line. The applicant requests that the maximum building wall height be permitted at 23.5 feet without the added freeboard (additional finished floor), which requires a variance. The variance only applies to the waterside, (rear), and northwest (side) walls. The walls at the front and south are set back substantially more than the minimum required by the code and the higher wall heights in those locations are permitted by right.

Please note that drawings show measurements from the FEMA base flood elevation, not the Base Flood Elevation as defined by the Village's zoning ordinance. Base Flood Elevation is defined in the Zoning Ordinance as the elevation set by the Flood Ordinance and the Florida Building Code, which is the FEMA base flood elevation plus one additional foot. Drawings show the wall height as 24'-6" from the FEMA base flood elevation, but the Variance request is based on the 23'-6" elevation above the code definition of minimum building elevation.

Maximum Wall Height

Code	Maximum Wall Height (ft)	Maximum Building Height (ft)
Requires	22.5	35 (36' NGVD)
The Request	23.5	35 (36' NGVD)

The second request is in direct relation to the BFE plus one-foot rule where the applicant seeks an allowance of the rear zone lot elevation to exceed 1 foot from the maximum allowed per Code. Section 30-100(d) states that when a lot is filled for development purposes, the area delineated as the rear zone may not be filled to an elevation greater than 2.5 feet below the established BFE (11' NGVD), therefore requiring a maximum rear lot elevation of 8.5 feet NGVD. The request is to allow a maximum lot elevation of 9.5 feet NGVD. The "Rear Zone" is the area from the building to rear property lines (or to the waterfront zone) and to the back of the Front Zone.

Maximum Rear Zone Lot Elevation

Code	Maximum Lot Elevation (ft)(NGVD)
Requires	BFE (10) + 1 = 11– 2.5 = 8.5
The Request	BFE (10) + 1 = 11– 1.5 = 9.5

Property Description: The subject property at 640 S. Mashta Drive (the "Property") is a single-family waterfront lot within the Mashta Island Subdivision that has an existing two-story single-family home that was built in 1968.

This Variance request deals with the overall wall height and maximum lot elevation.

Variance Evaluation Criteria: The Village's Zoning Ordinance (the "Code) provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis The subject Property is a single-family lot within the Mashta Island Subdivision where the applicant proposes to build a new two-story single-family home.

Current zoning regulations under Section 30-100(c)(2)(b) allow a home to have a maximum exterior wall height of up to 22.5 feet above the BFE. Furthermore, per Section 30-100(d), the Code also allows for a single-family property to have a maximum lot elevation not greater than 2.5 feet below the established BFE.

The request is in line with the Village's flood-resiliency objectives by allowing a contemporary structure whose massing remains within the overall height envelope and by enabling enhanced site grading for positive drainage and flood performance on a waterfront property. With appropriate conditions (grading/drainage engineering and pervious rear-zone hardscape), the request maintains neighborhood stability and appearance.

The applicant's goal in requesting the variance is to build a traditional sloped rather than flat roof, but to build it with a robust concrete structure. Insurance providers prefer this type of construction, and it is in line with Village resiliency goals.

The applicant's request only applies only to the rear and right hand (NW) side of the lot. Due to the structure's proposed sitting within the buildable area and the

geometry of the required setback lines, the wall height plane (measured 23.5 feet above BFE) is only intersected along the rear and right (northwest) elevations. Accordingly, the requested wall-height variance is limited to those two façades. The front and left elevations conform to the Code standard and require no relief.

There is minimal or no negative impact to adjacent properties or the Village by approving the wall height variance request. The property to the northwest is a two-story structure which completed construction in 2001. While the applicant's home will be taller than the existing structure, it will not be a drastic contrast creating incompatible development. In addition, the wall height variance on the rear elevation will create a negligible impact.

In conclusion, the variance request maintains the basic intent and purpose of the Zoning and Land Development Regulations

Finding Consistent

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The property is within the Low-Density Single-Family land use category. Apart from the two specific variances, the project demonstrates compliance with IR district standards. The requested wall-height relief is modest (net +1.0 feet over the base wall limit) and remains minimal to the unchanged building-height cap of 35 feet. The rear-zone grading relief (+1.0 foot) can be mitigated through pervious systems with subsurface storage and engineered drainage to avoid adverse runoff to adjacent properties.

Finding Consistent

BACKGROUND

The Variance process is in place to allow action outside regulations to overcome certain limitations placed by the zoning code. There are three types of Variances that may be granted under these Regulations.

1. Supervisory Variance is for approval of work already completed and may be approved by the BZP director for minor variations (typically 10%) of a limited set of standards.

2. Administrative Variance is for approval of work already completed and must receive the approval of the Director before being ruled upon by Village Council for variations up to 20% for building and setback standards.

3. Regulatory Variances is for approval of proposed or existing work, does not require approval of the Director but must be approved by the Village Council for variations from the building and setback standards by any percentage request.

RECOMMENDATION

Based on the Findings and relevant background information, I recommend approval of the request subject to recording in the Miami-Dade Public Records and subject to the following conditions:

- All hardscape in the rear zone be constructed with pervious pavement, associated subgrade which provides water storage capacity, and supporting soils which allow water percolation. This condition will not supersede pool code or other Florida Building Code requirements.

RESOURCE IMPACT

This request does not impact Village resources.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Resilient & Sustainable Infrastructure & Environment: This variance is consistent with Village strategy to create a more resilient built environment which will adapt to future environmental changes.

ATTACHMENT(S) :

- Application
- Submitted plans

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW A MAXIMUM EXTERIOR WALL HEIGHT OF 23 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION ON PROPERTY LOCATED AT 640 SOUTH MASHTA DRIVE WHERE A MAXIMUM EXTERIOR WALL HEIGHT OF 22 FEET AND 6 INCHES ABOVE BASE FLOOD ELEVATION IS OTHERWISE PERMITTED; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 640 South Mashta Holdings, LLC ("Applicant") is the owner of 640 South Mashta Drive, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit "A" ("Property); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances ("Village Code"), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of 30-100(c)(2)(b) to allow the Property to feature a maximum exterior wall height of 23 feet and 6 inches above base flood elevation ("Variance") where a maximum exterior wall height of 22 feet and 6 inches above base flood elevation is otherwise permitted; and

WHEREAS, after reviewing the Variance request, Village Staff finds that the Variance would be consistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends approval of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:

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

Section 2. **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that will maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) will be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. **Approval of Variance.** The Village Council, based upon competent substantial evidence, hereby approves the Variance.

Section 4. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2025.

_____
JOE I. RASCO, MAYOR

ATTESTED AND RENDERED THIS ____ DAY OF _____ 2025:

_____
JOCELYN B. KOCH
VILLAGE CLERK
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

LEGAL DESCRIPTION

Lot 9, Block 3, of MASHTA ISLAND, according to the plat thereof as recorded in Plat Book 60, Page 93 of the Public Records of Miami-Dade County, Florida.

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning
88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Date Filed: 9/16/2025

File #: PZR25-00030
(Official Use Only)

1. REQUEST FOR:

- ○ SUPERVISORY VARIANCE
- ○ ADMINISTRATIVE VARIANCE
- ☒ REGULATORY VARIANCE
- ○ APPEAL OF AN ADMINISTRATIVE
- ○ AMENDMENT TO A DECISION
- ○ SITE PLAN APPROVAL
- ○ AMENDMENT TO ZONING ORDINANCE
- ○ CONDITIONAL USE
- ○ MASTER PLAN
- ○ ZONING DISTRICT CHANGE
- ○ OTHER _____

Explain your request:

Request a variance to allow a maximum wall height of 24.5' from BFE for a total addition of 1.5' where 23.0' is required by code.

2. Street Address of Property: 640 South Mashta Drive

Legal Description: Lot(s) 9 Block 3

Subdivision: Mashta Island

3. Name of Applicant: Rafael Portuondo

Mailing Address of Applicant: 5717 SW 8 St Miami FL 33144

Business Telephone: (305)2609331 Home: _____ Fax: _____

Email: rafael@portuondo-perotti.com

4. Name of Property Owner if Different from Applicant: Claudia Fontecilla

Address of Property Owner if Different from Applicant: 345 Caribbean Rd , Key Biscayne 33149

Business Telephone: _____ Home: _____ Fax: _____

Email: fontecilla.c@gmail.com

Mission Statement: "TO PROVIDE A SAFE, QUALITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT"

5. Contact Person: Name Carmen Barrenechea Address: 5717 SW 8st Miami FL 33144

Telephone: 786 3573321 Fax: _____ Email: carmen@portuondo-perotti.com

6. Name/address of anyone else who should receive notice of the hearing?

Rafael Portuondo -5717 SW 8st Miami FL 33144

7. If applicant is owner, indicate date purchased: _____

8. If applicant is lessee, indicate date leased _____ Years _____

9. Is there an option to purchase the property? Yes (No)

10. Is the request the result of a violation notice? NO If yes, attach a copy of the violation.

11. Existing use of property _____ If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?

Single family home? (Yes) No

12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)

no

13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:

X a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.

The 24'-6" wall height will not affect the maximum 35'-0" building height requested by code . We need this additional wall height in order to structurally attach the outlookers to the proposed concrete roof structure .

b. Is compatible with the surrounding land uses and would not be detrimental to the community.

× No change, it will remain compatible with the neighboring land uses.

14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.

15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

~~SUPERVISORY VARIANCES ONLY~~ X

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

~~ADMINISTRATIVE VARIANCES ONLY~~ X

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

~~ABUTTING PROPERTY OWNER AFFIDAVIT~~

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant: _____ Date 9/16/2025

Signature of Owner: _____ Date 9/16/2025

Application Received by: _____ Date _____

Approved by: _____ Date _____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, _____, being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of Applicant

Sworn to (or affirmed) and subscribed before me this
_____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

****

Corporation Affidavit

I, Claudia Fontecilla, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, Claudia Fontecilla, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
16th day of July, by Claudia Fontecilla.
Name of person making statement

_____
Signature of Notary Public - State of Florida

Ibis Rebull
_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Owner/Power of Attorney Affidavit

I, _____, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

_____

relative to my property, which is hereby made by me OR I am here by authorizing _____ to be my legal representative before the Village Council.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Submission Requirements

All plans must contain the following information:
ALL DIGITAL & UPLOADED TO ACCELA PORTAL

1. Copies of plans: 1 copy 24" x 36" and 1 copy 8.5" x 14", each signed and sealed.
2. A current survey. Survey shall be no older than 2 years old. (DIGITAL, UPLOADED)
3. Site plan showing the location of all proposed structures.
4. Elevations for the entire structure(s).
5. Plans must be fully dimensioned and properly scaled.
6. Number of units, floor area ratio, setbacks, parking spaces, lot coverage, pervious area, building height, existing/proposed finished floor elevations, and landscape plan must be submitted. The Building, Zoning, and Planning Director may require additional information to be submitted or waive or modify the submission requirements.
7. For all applications except Administrative Variances, all property owners within 300 ft. of any property line must be notified of any request. The applicant is required to provide the Department with:

    a. Two (2) copies of the mailing list (on gummed labels) with the addresses.

    b. One (1) list with the legal descriptions

    c. One (1) map of the subject area showing the properties within 300 ft. of the subject property highlighted.

    d. A letter signed by the individual who prepared items 1-3 above certifying the accuracy of the mailing list.

Please provide digital copies of all of the above documentation either via email or CD.

The following companies are familiar with the Village's requirements for preparing the mailing list. They are provided as a courtesy and are not endorsed by the Village. The Village does not claim responsibility for the accuracy or timely acquisition of the information provided by these companies.

Carlos J. Maradiaga	(305) 207-1412
Consuelo Quintana	(305) 858-2287
Florida Real Estate Decisions	(305) 757-6884
Lopez Data Research	(305) 981-9893
Rio Development Services	(305) 498-1614

8. Color photographs of existing structures on the property.

FEE SCHEDULE

At the time of filing an application, the appropriate fee must be paid. The amount of the fee is based on the below schedule (calculation of the fee is cumulative for each line item):

1. Base application fee for any type of application (double the base fee if the application is the result of a violation).

Supervisory Variance (any type of use)	$ 165.00
Single family and duplex (Administrative and Regulatory Variance)	$ 440.00
Multiple Family (Administrative and Regulatory Variance)	$ 880.00
Commercial and Hotel (Administrative and Regulatory Variance)	$ 990.00
Site Plan Review Fees	
Administrative Review	$ 600.00
Village Council Review	$1,650.00
Appeal of an Administrative Decision	$1,100.00
Amendment to the Zoning and Land Development Regulations	$3,300.00
Change of Zoning District	$1,650.00
Change of Land Use or Amendment to Comprehensive Plan	$3,300.00

2. Advertising fee if notice in a newspaper
   a. published in the Village — Actual Cost
   b. published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes — Actual Cost

3. Mailing fee: — Actual Cost

4. Size of property — $ 110.00 per 10 acres or any fraction thereof

5. Number of hotel or apartment units — $ 165.00 per 15 units or any fraction thereof

6. Size of buildings (nonresidential only) — $ 165.00 per 5,000 sq. ft. or any fraction thereof

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Building, Zoning, and Planning Department, for the processing for each and every application, a fee of six hundred dollars ($660.00), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of six hundred dollars ($660.00).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Building, Zoning, and Planning Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of three hundred dollars ($330.00) to be paid at the time of request.

SCHEDULE OF MEETING DATES AND FEE SCHEDULE

All meetings are held at 6:30 PM in the Village of Key Biscayne Council Chamber at 560 Crandon Boulevard (Rear of Fire Rescue Station), Key Biscayne, Florida (**unless noted otherwise**). Please contact the Building, Zoning, and Planning Director to determine filing deadlines and meeting dates.

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning
88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Date Filed: 09/16/2025

File #: _____
(Official Use Only)

1. REQUEST FOR:

- ○ SUPERVISORY VARIANCE
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- ○ SITE PLAN APPROVAL
- ○ AMENDMENT TO ZONING ORDINANCE
- ○ CONDITIONAL USE
- ○ MASTER PLAN
- ○ ZONING DISTRICT CHANGE
- ○ OTHER _____

Explain your request:

Request a variance to allow a rear lot elevation of 9.5' NGVD for a total reduction of 1.5' where 2.5' are required by code.

2. Street Address of Property: 640 South Mashta Drive

Legal Description: Lot(s) 9 Block 3

Subdivision: Mashta Island

3. Name of Applicant: Rafael Portuondo

Mailing Address of Applicant: 5717 SW 8 St Miami FL 33144

Business Telephone: (305)2609331 Home: _____ Fax: _____

Email: rafael@portuondo-perotti.com

4. Name of Property Owner if Different from Applicant: Claudia Fontecilla

Address of Property Owner if Different from Applicant: 345 Caribbean Rd , Key Biscayne 33149

Business Telephone: _____ Home: _____ Fax: _____

Email: fontecilla.c@gmail.com

Mission Statement: "TO PROVIDE A SAFE, QUALITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT"

5. Contact Person: Name Carmen Barrenechea Address: 5717 SW 8st Miami FL 33144

Telephone: 786 3573321 Fax: _____ Email: carmen@portuondo-perotti.com

6. Name/address of anyone else who should receive notice of the hearing?

Rafael Portuondo -5717 SW 8st Miami FL 33144

7. If applicant is owner, indicate date purchased: _____

8. If applicant is lessee, indicate date leased _____ Years _____

9. Is there an option to purchase the property? Yes (No)

10. Is the request the result of a violation notice? NO If yes, attach a copy of the violation.

11. Existing use of property _____ If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?

Single family home? (Yes) No

12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)

no

13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:

X a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.

The raising of the rear grade will not affect the adjacent properties. We will incorporate swales and retaining and retaining walls to the neighboring properties.

Not a visual effect.

b. Is compatible with the surrounding land uses and would not be detrimental to the community.

× No change, it will remain compatible with the neighboring land uses.

14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.

15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

~~SUPERVISORY VARIANCES ONLY~~ X

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

~~ADMINISTRATIVE VARIANCES ONLY~~ X

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

~~ABUTTING PROPERTY OWNER AFFIDAVIT~~

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
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Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant: _____ Date 9/16/2025

Signature of Owner: _____ Date 9/16/2025

Application Received by: _____ Date _____

Approved by: _____ Date _____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, _____, being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of Applicant

Sworn to (or affirmed) and subscribed before me this
_____ day of _____, by _____.
Name of person making statement

_____
Signature of Notary Public - State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

****

Corporation Affidavit

I, Claudia Fontecilla, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, Claudia Fontecilla, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

_____
Signature of President (Corp. Seal)

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16th day of July, by Claudia Fontecilla.
Name of person making statement

_____
Signature of Notary Public - State of Florida

Ibis Rebull
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Owner/Power of Attorney Affidavit

I, _____, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
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3. Site plan showing the location of all proposed structures.
4. Elevations for the entire structure(s).
5. Plans must be fully dimensioned and properly scaled.
6. Number of units, floor area ratio, setbacks, parking spaces, lot coverage, pervious area, building height, existing/proposed finished floor elevations, and landscape plan must be submitted. The Building, Zoning, and Planning Director may require additional information to be submitted or waive or modify the submission requirements.
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Florida Real Estate Decisions	(305) 757-6884
Lopez Data Research	(305) 981-9893
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8. Color photographs of existing structures on the property.

FEE SCHEDULE

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Multiple Family (Administrative and Regulatory Variance)	$ 880.00
Commercial and Hotel (Administrative and Regulatory Variance)	$ 990.00
Site Plan Review Fees	
Administrative Review	$ 600.00
Village Council Review	$1,650.00
Appeal of an Administrative Decision	$1,100.00
Amendment to the Zoning and Land Development Regulations	$3,300.00
Change of Zoning District	$1,650.00
Change of Land Use or Amendment to Comprehensive Plan	$3,300.00

2. Advertising fee if notice in a newspaper	
a. published in the Village	Actual Cost
b. published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes	Actual Cost
3. Mailing fee:	Actual Cost
4. Size of property	$ 110.00 per 10 acres or any fraction thereof
5. Number of hotel or apartment units	$ 165.00 per 15 units or any fraction thereof
6. Size of buildings (nonresidential only)	$ 165.00 per 5,000 sq. ft. or any fraction thereof

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Building, Zoning, and Planning Department, for the processing for each and every application, a fee of six hundred dollars ($660.00), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of six hundred dollars ($660.00).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Building, Zoning, and Planning Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of three hundred dollars ($330.00) to be paid at the time of request.

SCHEDULE OF MEETING DATES AND FEE SCHEDULE

All meetings are held at 6:30 PM in the Village of Key Biscayne Council Chamber at 560 Crandon Boulevard (Rear of Fire Rescue Station), Key Biscayne, Florida (**unless noted otherwise**). Please contact the Building, Zoning, and Planning Director to determine filing deadlines and meeting dates.

Owner/Power of Attorney Affidavit

I, CLAUDIA FONTECILLA, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: _____

_____

relative to my property, which is hereby made by me OR I am here by authorizing RAFAEL PORTUONDO to be my legal representative before the Village Council.

I, CLAUDIA FONTECILLA, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Claudia Fontecilla
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this 25 day of Sept. 2025 by Claudia Fontecilla.
Name of person making statement

Signature of Notary Public - State of Florida

Ibis Rebull
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

NOTARY PUBLIC STATE OF FLORIDA
IBIS REBULL
MY COMMISSION # HH 529668
EXPIRES: August 3, 2028

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "640 SOUTH MASHTA HOLDINGS, LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 2024, AT 2:07 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

5238293 8100
SR# 20243771841

Authentication: 204476680
Date: 09-25-24

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

640 SOUTH MASHTA HOLDINGS, LLC

In accordance with Title 6, § 18-201, Delaware Code, the undersigned authorized person on behalf of 640 South Mashta Holdings, LLC (the "Company") hereby makes, acknowledges and files the following Certificate of Formation.

ARTICLE I – NAME

The name of the limited liability company is 640 South Mashta Holdings, LLC.

ARTICLE II – REGISTERED OFFICE; REGISTERED AGENT

The address of the registered office of the Company in the State of Delaware is:

251 Little Falls Drive
Wilmington, Delaware 19808

The name and address of the registered agent for service of process of the Company is:

Corporation Service Company
251 Little Falls Drive
Wilmington, New Castle County, Delaware 19808

ARTICLE III – DURATION

The Company shall commence its existence on the date that this Certificate of Formation is filed with the Delaware Division of Corporations. The Company's existence shall be perpetual unless the Company is sooner terminated as provided in the Operating Agreement of the Company.

ARTICLE IV- PURPOSE

This Company is organized for the purpose of transacting any and all lawful business authorized to limited liability companies organized in the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation in accordance with Title 6, § 18-204, Delaware Code this 24th day of September, 2024.

/s/ Patrick C. Emans

Patrick C. Emans
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:07 PM 09/24/2024
FILED 02:07 PM 09/24/2024
SR 20243771841 - File Number 5238293

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
640 SOUTH MASHTA HOLDINGS, LLC

This Limited Liability Company Operating Agreement (the "***Agreement***") of **640 SOUTH MASHTA HOLDINGS, LLC**, is entered into by and among the persons executing this Agreement on the signature page and listed on Annex "A" attached hereto (hereafter collectively, together with such other persons who may hereafter become members as provided herein, referred to as the "***Members***" or individually as "***Member***") effective as of September 24, 2024.

The Members have formed a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), as amended from time to time (the "***Act***"), pursuant to this Agreement and the Certificate of Formation which has been filed with the Secretary of State of the State of Delaware on September 24, 2024, in connection with the execution of this Agreement, and hereby agree as follows:

1. Name.

a. The name of the limited liability company is **640 SOUTH MASHTA HOLDINGS, LLC** (the "***Company***"). The business of the Company may be conducted under any other name deemed necessary or desirable by the Managers (as defined below) in order to comply with local law.

b. The Members have formed the Company as a limited liability company pursuant to the provisions of the Act and of this Agreement and agree that the rights and liabilities of the Members and any future Members shall be as provided in the Act for members and managers except as provided herein.

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office; Registered Agent. The name and address of the registered office/agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

4. Members.

a. The names of the Members are as set forth in Annex "A" attached hereto which may be further amended from time to time. The Members are hereby admitted as members of the Company and such Members as well as any person who later becomes a Member as a condition to becoming such a Member agrees to be bound by the terms of this Agreement.

b. Each Member has made a contribution to the capital of the Company in an amount set forth opposite such Member's name on the attached Annex "A".

c. No Member shall be required to make any additional capital contribution except as otherwise provided in this Agreement or by law.

d. Except as expressly provided in this Agreement or by law, no Member shall be entitled to receive any distributions from the Company, and no Member shall be entitled to demand or receive property other than cash in return for such Member's capital contribution. No Member shall be entitled to receive or be credited with any interest on the Member's capital contributions at any time.

e. The Members may assign and transfer in whole or in part their Membership Interests (as defined below) with the unanimous written consent of all the Members and pursuant to a written assignment instrument, but may not substitute the assignee or transferee as a "Substitute Member" (as defined below) except as provided in this Agreement. A permitted transfer or assignment shall be effective as of the date specified in the instruments relating thereto.

f. No assignee or transferee of all or part of a Member's Interest in connection with a Transfer shall be admitted as a substitute member of the Company in place of the transferor (a "***Substitute Member***") unless and until:

(1) The transferor (if living) has stated such intention in the instrument of assignment;

(2) The transferee has executed an instrument accepting and adopting the terms and provisions of this Agreement;

(3) Upon satisfaction of all of the foregoing conditions with respect to a particular transferee, this Agreement shall be deemed amended to reflect the admission of the transferee as a Substitute Member.

g. If a Member transfers one hundred percent (100%) of his/her/its Membership Interest pursuant to the provisions of this section, then the transferee shall thereafter be deemed a Member of the Company and the transferor shall thereafter be deemed to have resigned as a Member of the Company.

h. After the formation of the company, any Person consented to by the Members of the Company pursuant to this section, may become an additional Member of the Company for such consideration as the Members shall determine by unanimous written consent, provided that such additional Member complies with all the requirements of a transferee.

5. Powers. Except as otherwise expressly provided in this Agreement, all of the business and affairs of the Company shall be managed by or under the direction of the Managers. Notwithstanding the foregoing, an authorized person filed the Certificate of Formation of the Company in accordance with the Act. Such filing is hereby approved and ratified in all respects. Upon the filing of the Certificate of Formation, all of such authorized person's powers as an authorized person terminated, and the Managers became authorized persons. The Managers shall prepare and file such instruments as may from time to time be needed and otherwise shall preserve and facilitate the Company's ability and right to carry on its business for the purposes set forth in this Agreement.

6. Management.

a. Managers. Subject to the other provisions in this Agreement and requirements of applicable law, the business and affairs of the Company shall be vested in its managers (each, a "***Manager***" and collectively "***Managers***"). The initial number of Managers shall be two (2), and the names and addresses of such initial Managers are set forth below. The number of Managers may be increased or decreased from time to time by the unanimous agreement of the Members. A Manager shall serve as Manager until his or her successor has been elected and qualified or until his or her earlier death, resignation or removal, as the case may be. The name and address of the initial Managers of the Company are:

Name	Address
Arturo Zizold	c/o 701 Brickell Avenue, Suite 3300 Miami, Florida 33131
Claudia Fontecilla	c/o 701 Brickell Avenue, Suite 3300 Miami, Florida 33131

b. General Powers. The Managers shall have full, exclusive and complete discretion, power and authority, subject in all cases to the other provisions in this Agreement and the requirements of the applicable law, to manage, control, administer, act on behalf of and to bind the Company, and to operate the business and affairs, including the completion, execution and delivery of any and all agreements, deeds, instruments, receipts, certificates and other documents, and to take all such other action as they may consider necessary or advisable in connection with the management of the Company. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of any of the Managers.

c. Removal of Managers; Vacancies. Any Manager other than an initial Managers named above may be removed and replaced at any time, with or without cause, by a majority of the Members. The unanimous consent of the Members shall be required to remove and replace any initial Managers named above. In the event of the death, incapacity or resignation of any Manager, or a vacancy as a result of an increase in the number of Managers serving or any other reason, a successor Manager shall be elected by the Members, provided, however, that any initial Manager who is not removed may appoint a successor Manager to serve in such initial Manager's place if he ceases to serve, which appointment shall control for purposes of this Agreement. The remaining Managers may take action until a successor Manager is elected and qualified.

d. Telephonic Meetings. Any meeting of the Managers may be telephonic.

e. Quorum; Voting. A majority of the Managers shall constitute a quorum for the transaction of business at any meeting of the Managers. Except as otherwise expressly provided herein, the unanimous vote of the Managers if there are two (2) Managers then serving, or the affirmative vote of a majority of the Managers if more than two (2) Managers are then serving, shall be required in order to authorize any action by the Managers.

f. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Managers may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by not less than all of the Managers.

g. Regular Meetings. A regular meeting of the Managers shall be held without notice immediately after and at the same place as the annual meeting of the Members. The Managers may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than the resolution.

h. Special Meetings. Special meetings of the Managers may be called by or at the request of the Members.

i. Place of Meetings. Regular and special meetings of the Managers and the Members may be held where the Managers and/or Members may determine from time to time.

j. Restrictions. Notwithstanding anything to the contrary contained in this Agreement, no Manager may, without the approval of a majority of the Members:

(1) do any act in contravention of this Agreement;

(2) do any act that would make it impossible to carry on the ordinary business of the Company, except as expressly provided in this Agreement;

(3) execute or deliver any general assignment for the benefit of the creditors of the Company;

(4) assign rights in specific Company property for other than a Company purpose;

(5) knowingly or willingly do any act (except an act expressly required by this Agreement) that would cause the Company to become an association taxable as a corporation; or

(6) sell all or substantially all of the assets of the Company, mortgage or voluntarily place a lien on any of the assets of the Company or merge the Company with or into another entity.

7. Offices. The Company shall have such offices as may be determined from time to time by the Managers.

8. Membership Interests.

a. The limited liability company interests of a Member (the "***Membership Interests***"), are reflected on Annex "A", as the same may be amended from time to time. Each Membership Interest is expressed as a percentage.

b. The Membership Interests of the Company do not need to be represented by certificates.

c. The Company shall maintain records of Membership Interests in the books and records of the Company.

d. If a certificate representing Membership Interests held of record by the Member is lost, stolen, or destroyed, the Company shall issue a new certificate to the Member to replace the certificate previously issued if the Member: (a) provides the Company with a satisfactory affidavit that the certificate has been lost, destroyed, or stolen; (b) requests the issuance of a new certificate before the Company has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; and (c) satisfies any other reasonable requirements of the Company.

9. Profits/Losses; Allocations; Capital Accounts.

a. Capital Accounts. A capital account ("***Capital Account***") shall be established for each Member on the books and records of the Company and shall be maintained in accordance with the rules for determining and maintaining capital accounts set forth in Section 1.704-l(b)(2)(iv) of the U.S. Department of the Treasury regulations promulgated under the Internal Revenue Code of 1986, as amended (the "***Code***" and the "***Treasury Regulations***") or any successor provision. If the Managers reasonably determine that it is necessary to modify the manner in which Capital Accounts, or any debits or credits thereto, are computed in order to comply with Code Section 704 and the Treasury Regulations thereunder, the Managers may make such modification, provided that such modification shall not alter in any manner the economic agreement between or among the Members or the Members' rights to distributions. Any such modification shall not require an amendment to this Agreement.

b. Allocations of Profits and Losses. Profits and losses of the Company (as calculated in accordance with Treasury Regulations Section 1.704-1), after giving effect to the allocations set forth in Sections 9(b), (c), (d), (e), (f), (g), and (h), shall be allocated to the Members on a pro rata basis in accordance with their then specified Percentage Interest as designated on Annex "A" attached hereto. Notwithstanding any other provision of this Agreement, no allocation of profit or loss or any item thereof will be made to a Member if the allocation would not have "economic effect" under Treasury Regulations Section 1.704-1(b)(2)(ii) or be in accordance with the Members' interests in the Company within the meaning of Treasury Regulations Sections 1.704-1(b)(3) or 1.704-2(b)(1). The Managers will have the authority to reallocate any item of income, gain, loss or deduction comprising profit or loss in accordance with this Section 9(b).

c. Company Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any taxable year or applicable portion thereof, each Member shall be specially allocated profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 9(c)

is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith, including by taking into account the exceptions enumerated at Treasury Regulations Section 1.704-2(f). The Managers may seek to have the minimum gain chargeback requirement waived in accordance with Treasury Regulations Section 1.704-2(f)(4). "***Company Minimum Gain***" shall have the same meaning as the term "partnership minimum gain" set forth in Treasury Regulations Section 1.704-2(b)(2).

d. Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain during any taxable year or applicable portion thereof, each Member that has a share of such Member Minimum Gain shall be specially allocated profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease in Member Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 9(d) is intended to comply with the "minimum gain chargeback" requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith, including by taking into account the exceptions enumerated at Treasury Regulations Section 1.704-2(f) to the extent provided in Treasury Regulations Section 1.704-2(i)(4). The Managers may seek to have the minimum gain chargeback requirement waived in accordance with Treasury Regulations Section 1.704-2(f)(4). "***Member Minimum Gain***" shall have the same meaning as the term "partner nonrecourse debt minimum gain" set forth in Treasury Regulations Section 1.704-2(i)(2).

e. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any taxable year shall be specially allocated to the Member who bears the economic risk of loss with respect to the liability in question as determined under Treasury Regulations Section 1.704-2(b)(4); provided, however, that if more than one Member bears the economic risk of loss for such liability, the Member Nonrecourse Deductions attributable to such liability shall be allocated to and among the Members in the proportion that they bear the economic risk of loss for such liability. This Section 9(e) is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i)(1) and shall be interpreted consistently therewith. "***Member Nonrecourse Deductions***" has the meaning as the term "partner nonrecourse deductions" in Treasury Regulations Section 1.704-2(i)(1) and Treasury Regulations Section 1.704-2(i)(2).

f. Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases an Adjusted Capital Account deficit, profits (as calculated in accordance with Treasury Regulations Section 1.704-1) or items thereof shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account deficit created by such adjustments, allocations or distributions as quickly as possible. This Section 9(f) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. "***Adjusted Capital Account***" means the Capital Account of a Member, increased by the amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i), and decreased by the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

g. Certain Basis Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset under Sections 732(d), 734(b) or 743(b) of the Code is required to be taken into account in determining Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m), the items of gain or loss deemed to arise from such adjustment will be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted under Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

h. Company Nonrecourse Deductions. "Nonrecourse deductions" as defined in Treasury Regulations Section 1.704-2(b)(1) and Treasury Regulations Section 1.704-2(b)(2), and "excess nonrecourse liabilities" as defined in Treasury Regulations Section 1.752-3(a)(3), shall be allocated to the Members in accordance with their Percentage Interests set forth on Annex "A" attached hereto.

i. The allocations set forth in Sections 9(b), (c), (d), (e), (f), and (g) are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. The allocations set forth in such Sections shall be taken into account in allocating profits and losses among Members so that, to the extent possible, the net amount of such allocations of profits and losses and items thereof to each Member shall be equal to the net amount that would have been allocated to such Member if the allocations set forth in Sections 9(b), (c), (d), (e), (f), and (g) had not occurred.

j. Tax Allocations. Allocations pursuant to this Section 9(j) are solely for purposes of federal, state and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of income, gain, deductions, or losses or distributions pursuant to any other provision of this Agreement. Except as otherwise provided in this Agreement, for federal and applicable state and local income tax purposes all items of Company income, gain, loss, deduction, basis, and amount realized, and the character and source of such items, shall be allocated among the Members in the same manner as the corresponding items of income, gain, loss, or deduction are allocated to Capital Accounts. All allocations of tax items shall be made in accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder (including allocations with respect to property contributed to the Company and property which has been revalued in accordance with Treasury Regulations Section 1.704-1) if and to the extent necessary to take into account any variation between the adjusted tax basis of any Company property and such property's "book value" under Treasury Regulations Section 1.704-1, using any method determined by the Managers, so long as such method is permissible under Code Section 704(c) and the Treasury Regulations promulgated thereunder, including Treasury Regulations Section 1.704-3.

10. Distributions. Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Managers, on a pro rata basis in accordance with the Members' then specified Percentage Interests as designated on Annex "A" attached hereto. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Members on account of its Membership Interest in the Company if such distribution would violate the Act or any other applicable law. The Company shall be entitled to withhold such amounts as may be required pursuant to applicable law with respect to any payment, distribution or allocation of income to a Member. Amounts so withheld

shall be treated for all purposes of this Agreement as having been distributed to the Member to which such withholding is attributable.

11. Fiscal Year; Tax Matters.

a. The Fiscal Year of the Company for accounting and tax purposes shall begin on January 1st and end on December 31st of each year, except for the short taxable years in the years of the Company's formation and termination and as otherwise required by the law (tax or otherwise).

b. Proper and complete records and books of account of the business of the Company, including the Schedule of the Members attached as Annex "A", shall be maintained at the Company's principal place of business. The Members acknowledge and agree that the Company is intended to be classified and treated as a partnership for United States income tax purposes. The Company's books of account shall be maintained on a basis consistent with such treatment and on the same basis utilized in preparing the Company's United States federal income tax return (if required). Each Member and such Member's duly authorized representatives may, for any reason reasonably related to such Member's interest as a Member of the Company, examine the Company's books of account and make copies and extracts therefrom at its own expense. The Members shall maintain or delegate the maintenance the records of the Company for three years following the termination of the Company.

12. Liability of Members. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

13. Dissolution.

a. Subject to the occurrence of an event of dissolution pursuant to Section 13(b), the Company shall have perpetual existence.

b. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members; (ii) if both of the initial Managers named above are then serving as Managers, the joint agreement of the initial Managers; or (ii) the entry of a decree of judicial dissolution under Delaware law.

c. Notwithstanding any provision to the contrary in this Agreement or the Act, the dissolution, termination or bankruptcy of a Member shall not operate to dissolve the Company, but the Company shall continue between or among the successor or successors in interest of the dissolved Member.

d. To the extent necessary to comply with Section 704 of the Code and the Treasury Regulations thereunder, an administrative adjustment request or amended returns, as applicable, may be filed with respect to prior open years, such that, to the extent possible, the Capital Accounts of each Member, immediately prior to the final liquidating distribution (or final distributions if there will be more than one liquidating distribution), is equal to the amount which such Member is entitled to receive pursuant to such final liquidating distribution(s) under Section 10.

14. Indemnification. To the fullest extent permitted by law, the Company shall (a) indemnify any person or such person's heirs, distributees, next of kin, successors, appointees, executors, administrators, legal representatives or assigns who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is or was a member, manager, attorney-in-fact, employee or agent of the Company or is or was serving at the request of the Company or its Members as an attorney-in-fact, manager, officer, employee or agent of another corporation, limited liability corporation, partnership, joint venture, trust or other enterprise, domestic or foreign, against expenses, attorneys' fees, court costs, judgments, fines, amounts paid in settlement and other losses actually and reasonably incurred by such person in connection with such action, suit or proceeding and (b) pay the expenses incurred by such person in defending such civil or criminal action, suit or proceeding to the full extent authorized or permitted by the laws of the State of Delaware. An attorney-in-fact shall have no personal liability to the Company or its Members for monetary damages for breach of fiduciary duty as an attorney-in-fact; provided, however, that the foregoing provision shall not eliminate the liability of an attorney-in-fact for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or for any transaction from which the attorney-in-fact derived an improper personal benefit.

15. Counterpart and Facsimile Signatures. Actions taken by the Members and/or the Managers by written consent, pursuant to the Act, may be executed in one or more counterparts, all of which together shall constitute one and the same document and copies of signatures (whether delivered by electronic, facsimile, or any other means) shall have the same effect as original signatures.

16. Amendments. Any amendments to this Agreement shall be in writing signed by all of the Members.

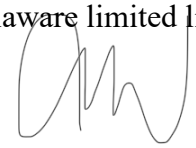
17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws. The members intend the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

[*Signatures on the following page*]

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Operating Agreement as of the date first above written.

COMPANY:

640 SOUTH MASHTA HOLDINGS, LLC, a Delaware limited liability company



By:_____
Name: Arturo Zizold
Title: Manager



By:_____
Name: Claudia Fontecilla
Title: Manager

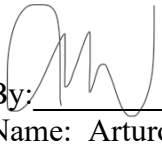
MEMBERS:

AZ IRREVOCABLE TRUST dated November 6, 2015



By:_____
Name: Claudia Fontecilla
Title: Trustee

ZIZOLD FAMILY IRREVOCABLE TRUST dated October 20, 2015



By:_____
Name: Arturo Zizold
Title: Trustee

ANNEX "A"

Name	**Capital Contribution**	**Percentage Interest**
AZ IRREVOCABLE TRUST dated November 6, 2015	$_____	50%
ZIZOLD FAMILY IRREVOCABLE TRUST dated October 20, 2015	$_____	50%
Totals:	$_____	100%

PORTUONDO PEROTTI
ARCHITECTS

Village of Key Biscayne
88 W.McIntyre Street
Key Biscayne, FL 33149

Project Name: MASHTA RESIDENCE
Project Address: 640 S Mashta Drive
Key Biscayne FL 33149

09/16/2025

Planning & Zoning Department,

I do certify that Portuondo Perotti Architects prepared all the required documents for two variances applications for the project located at 240 S Mashta Drive Key Biscayne FL 33149.

Kind Regards,



Rafael Portuondo
Principal

5717SW 8TH STREET, MIAMI, FLORIDA 33144
TEL. (305) 260-9331 / FAX (305) 260-9318 / WWW.PORTUONDO-PEROTTI.COM

Carlos J. Maradiaga
Georgina Cabrera
Property Owners Data Researches Services
3802 SW 79th Ave, #117
Miami, FL 33155
Pho: (305) 262-8965 ● Pho: (305) 207-1412
E-mail: DataResearchAssociates@gmail.com
Date: August 11, 2025

Number of Owners: __32__ (including Subject)

COVER LETTER & CERTIFICATION

TO: City of Key Biscayne
Department of Building, Planning & Zoning
88 W McIntyre St,
Key Biscayne, FL 33149

RE: Property Owners within a 300 FOOT RADIUS of:
640 S MASHTA DR
KEY BISCAYNE, FL 33149-1735
PID # 24-5205-008-0320

Legal Description: As Describe in Exhibit "A"

MASHTA ISLAND PB 60-93 LOT 9 BLK 3 LOT SIZE 100.000 X 150 OR 18642-3922 0599 1

I hereby certify that I have prepared the attached ownership list, map, and mailing labels which are a complete and accurate representation of all the real estate property and property owners who live (or own) real estate property within a 300 foot radius of the external boundaries of the subject property listed above. All of which reflects the latest ad-valorem tax records on file in the Miami-Dade County Tax Assessor's Office.

Sincerely, 



300 FOOT RADIUS MAP

APPROXIMATE SCALE = 1" = 300'

PROPERTY ADDRESS:
640 S MASHTA DR
KEY BISCAYNE, FL 33149-1735
PID # 24-5205-008-0320

LEGAL DESCRIPTION:
MASHTA ISLAND PB 60-93 LOT 9 BLK 3 LOT SIZE 100.000 X 150
OR 18642-3922 0599 1

630 KB LLC
600 Brickell Ave Ste 2500
Miami, FL 33131-3071

Otro Mundo Inc
Euroamerican Group Inc
407 Lincoln Rd
Miami Beach, FL 33139-3020

Manchel Investments Ltd
C/O Family International Realty
328 Crandon Blvd Ste 105
Key Biscayne, FL 33149-1328

Mashta North LLC
621 N Mashta Dr
Key Biscayne, FL 33149-1720

Brian Tague & Mary
610 N Mashta Dr
Key Biscayne, FL 33149-1721

Jose Ortega & Eileen M.
621 S Mashta Dr
Key Biscayne, FL 33149-1734

Brett Cassidy &
Theodore Giuffrida Homestead
620 S Mashta Dr
Key Biscayne, FL 33149-1735

Fernando Gallo Argerich &
Maria Agustina Blumetti
701 S Mashta Dr
Key Biscayne, FL 33149-1736

Luis Henao & Monica Henao
660 N Mashta Dr
Key Biscayne, FL 33149-1744

Jayx Kbis LLC
789 Crandon Blvd Apt 202
Key Biscayne, FL 33149-2650

MCG Investment Group Corp
201 S Biscayne Blvd Ste 800
Miami, FL 33131-4329

For Fun LLC
2300 Coral Way Ste 200
Miami, FL 33145-3542

640 South Mashta Holdings LLC
345 Caribbean Rd
Key Biscayne, FL 33149-1603

Andrew John William Perry &
Luz Perry
601 N Mashta Dr
Key Biscayne, FL 33149-1720

Alfredo A. Rabassa &
Beatriz Pola Rabassa
700 N Mashta Dr
Key Biscayne, FL 33149-1723

Marco A. Sagrera &
Maria Martinez Bordiu
611 S Mashta Dr
Key Biscayne, FL 33149-1734

Dec 102 Limited LLC
610 S Mashta Dr
Key Biscayne, FL 33149-1735

Diego Raffetti
640 N Mashta Dr
Key Biscayne, FL 33149-1744

Intrepid 2023 LLC
669 S Mashta Dr
Key Biscayne, FL 33149-1747

Mashta Investments Inc
Po Box 491017
Key Biscayne, FL 33149-7017

Dos Mundos Inc
Euroamerican Group Inc
407 Lincoln Rd
Miami Beach, FL 33139-3020

Isabella A. & Ricardo Glas
600 S Masha Dr
Key Biscayne, FL 33149

Foxdelta Invest Inc
655 N Mashta Dr
Key Biscayne, FL 33149-1720

Jorge C. Colindres &
Yolanda Gasalla
620 N Mashta Dr
Key Biscayne, FL 33149-1721

Manuel A. Vidal & Suzanne
561 S Mashta Dr
Key Biscayne, FL 33149-1732

Cote Qualified Personal
Residence Trust
670 S Mashta Dr
Key Biscayne, FL 33149-1735

Golden Heights LLC
660 S Mashta Dr
Key Biscayne, FL 33149-1735

Cecilia Absher
650 N Mashta Dr
Key Biscayne, FL 33149-1744

Edgardo Daniel Armando Jr &
Laura Liliana Cahiza
641 S Mashta Dr
Key Biscayne, FL 33149-1747

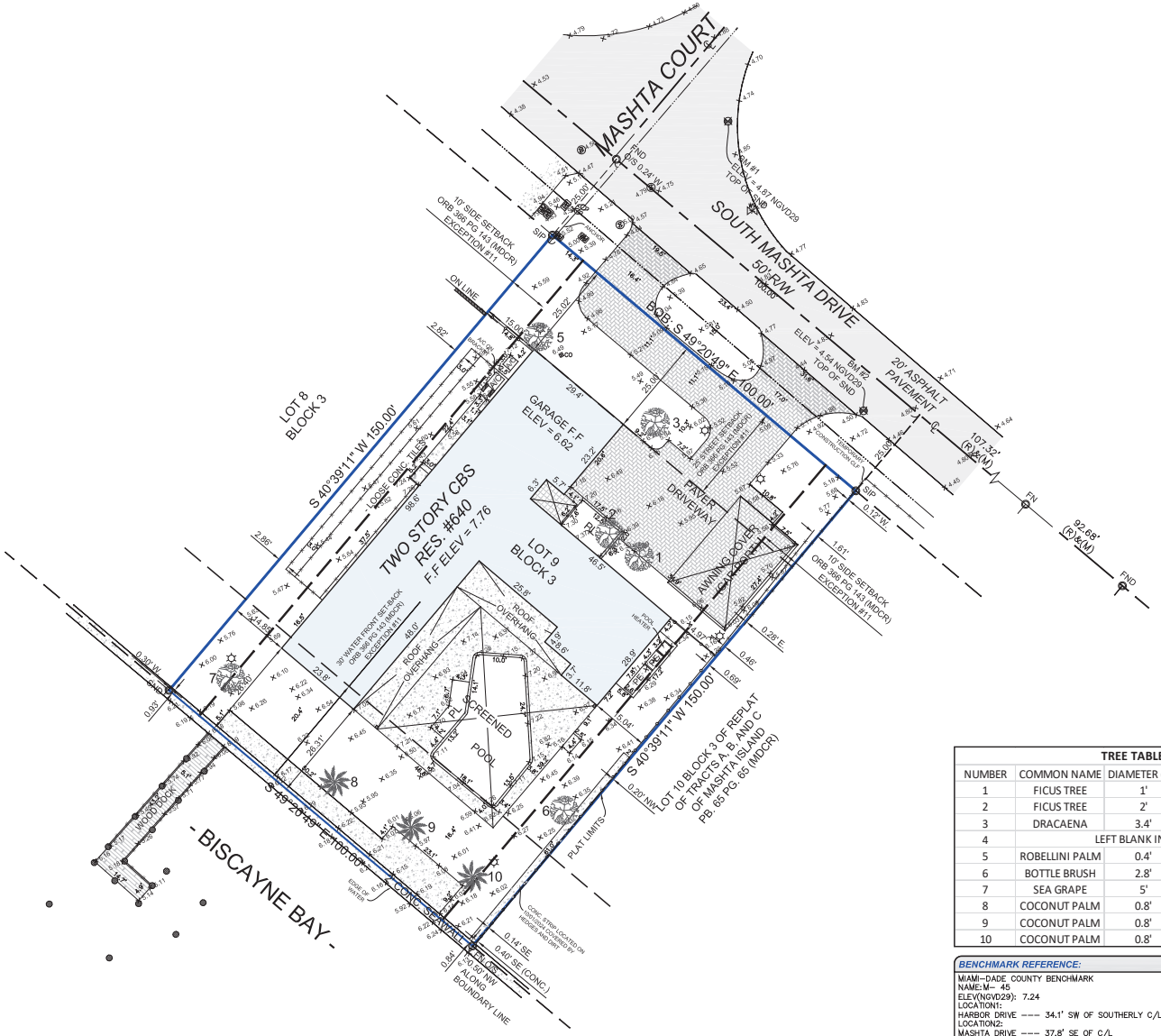
Meiyen Chantal Reichwage &
Randall Reichwage
Po Box 491111
Key Biscayne, FL 33149-7111

Mashta Dr 611 LLC
3395 SW 87th Ct
Miami, FL 33165-4212

Nea Investments Inc
10430 SW 19th St
Miami, FL 33165-7308

MAP OF BOUNDARY, TOPOGRAPHIC, & TREE SURVEY

NORTH
SCALE: 1"=20'



TREE TABLE

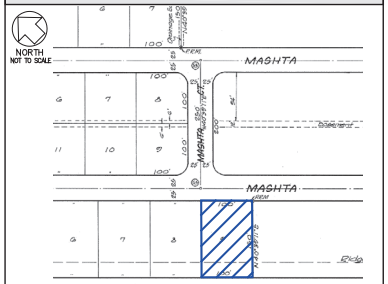
NUMBER	COMMON NAME	DIAMETER (FT)	HEIGHT (FT)	SPREAD (FT)
1	FICUS TREE	1'	12'	12'
2	FICUS TREE	2'	12'	12'
3	DRACAENA	3.4'	10'	8'
4	LEFT BLANK INTENTIONALLY			
5	ROBELLINI PALM	0.4'	10'	12'
6	BOTTLE BRUSH	2.8'	18'	28'
7	SEA GRAPE	5'	40'	40'
8	COCONUT PALM	0.8'	35'	20'
9	COCONUT PALM	0.8'	22'	20'
10	COCONUT PALM	0.8'	18'	20'

BENCHMARK REFERENCE:

MIAMI-DADE COUNTY BENCHMARK
NAME:M- 45
ELEV(NGVD29): 7.24
LOCATION1:
HARBOR DRIVE ---- 34.1' SW OF SOUTHERLY C/L
LOCATION2:
MASHTA DRIVE ---- 37.8' SE OF C/L
DESCRIPTION1: BRASS BAR IN CONC MON BETWEEN A POWER POLE AND ANCHOR NEAR A US MAIL

CERTIFICATE OF AUTHORIZATION # LB-7104
suarez surveying & mapping, inc.
13350 SW 131st Street, Suite 103, Miami, Florida 33186
Tel: 305.596.1799
www.suarezsurveying.com

LOCATION MAP:



LEGEND:

ABBREVIATIONS:

A = ARC DISTANCE
A/C = AIR CONDITIONER PAD
BCR =BROWARD COUNTY RECORDS
BLDG= BUILDING
BM = BENCH MARK
BOB = BASIS OF BEARINGS
CBS = CONCRETE BLOCK & STUCCO
(C) = CALCULATED
CB = CATCH BASIN
CHB = CHORD BEARING
C&G = CURB & GUTTER
CLF = CHAIN LINK FENCE
COL = COLUMN
CONC = CONCRETE
DE = DRAINAGE EASEMENT
DME = DRAINAGE & MAINTENANCE EASEMENT
D/W = DRIVE-WAY
EB = ELECTRIC BOX
ENC. = ENCROACHMENT
EP = EDGE OF PAVEMENT
EW = EDGE OF WATER
FDH = FOUND DRILL HOLE
FF = FINISHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FN = FOUND NAIL (NO ID)
FND = FOUND NAIL & DISK
FPL = FLORIDA POWER & LIGHT TRANSFORMER PAD
LE = LANDSCAPE EASEMENT
LME = LAKE MAINTENANCE EASEMENT
(M) = MEASURED
MDCR=MIAMI-DADE COUNTY RECORDS
MH =MAN HOLE
ML = MONUMENT LINE
ORB = OFFICIAL RECORDS BOOK
OS = OFF-SET
(P) = PLAT
PBC = PALM BEACH COUNTY
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTROL POINT
PE = POOL EQUIPMENT PAD
PG = PAGE
PI = POINT OF INTERSECTION
PK = PARKER KAELON (SURVEY NAIL)
PL = PLANTER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS DISTANCE
(R) = RECORD
R/W = RIGHT OF WAY
RES. = RESIDENCE
SIP = SET IRON PIPE
SND = SET NAIL & DISK (PK)
STL = SURVEY TIE LINE
SWK = SIDEWALK
(TYP)= TYPICAL
UB = UTILITY BOX
UE = UTILITY EASEMENT
W/F = WOOD FENCE
WMDE = WALL MAINTENANCE DRAINAGE EASEMENT

SYMBOLS:

HH = MANHOLE
EB = ELECTRIC BOX
T = TELEPHONE RISER
TV = CABLE TV RISER
WM = WATER METER
WV = WATER VALVE
CI = CURB INLET
FH = FIRE HYDRANT
LP = LIGHT POLE
DRAIN
V = VALVE
GV = GAS VALVE
BFP = BACKFLOW PREVENTER
BOLLARDS
(97) = ORIGINAL LOT DISTANCE
Δ = CENTRAL ANGLE
℄ = CENTER LINE
CB = CATCH BASIN
UP = UTILITY POLE
CP = CONC. POLE
DMH = DRAINAGE MANHOLE
BMH = BEVER MANHOLE
CMH = COMMUNICATION MANHOLE
FPL MANHOLE
IRON
ANCHOR
GUARD RAIL
IRON FENCE
WOOD FENCE
CHAIN LINK FENCE
OVERHEAD UTILITY WIRE
LIMITED ACCESS RIGHT-OF-WAY LINE
BOUNDARY LINE
0.00 = ELEVATION
(E) = ENCROACHMENT NOTE (SEE SURVEYORS NOTES)

SURFACE:

ASPHALT CONCRETE PAVERS BUILDING TILES WOOD COVER

SURVEYOR'S NOTES:

1. ELEVATIONS WHEN SHOWN REFER TO 1929 NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. NO ATTEMPT WAS MADE TO LOCATE FOOTINGS/FOUNDATIONS, OR UNDERGROUND UTILITIES UNLESS OTHERWISE NOTED.
3. THE LANDS SHOWN HEREON HAVE BEEN ABSTRACTED IN REGARDS TO MATTERS OF INTEREST BY OTHER PARTIES, SUCH AS EASEMENTS, RIGHTS OF WAYS, RESERVATIONS, ETC. TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT #2024-566 DATED SEPTEMBER 3, 2024 WAS REVIEWED BY THE SURVEYOR. ONLY THOSE PLOTTABLE EXCEPTION AFFECTING THE PROPERTY HAVE BEEN PLATTED. (EXCEPTION 11 IS THE ONLY PLOTTABLE EXCEPTION) SEE MAP (MDCR) OF SURVEY.
4. THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO THE PARTY(IES) INDICATED HEREON AND IS NOT TRANSFERABLE OR ASSIGNABLE.
5. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
6. IMPROVEMENTS SHOWN HAVE BEEN MEASURED TO THE NEAREST 10TH OF A FOOT. TIES SHOWN HAVE BEEN MEASURED TO THE NEAREST 100TH OF A FOOT. ELEVATIONS WHEN SHOWN HAVE BEEN MEASURED TO NEAREST 100TH OF A FOOT ON HARD SURFACES AND NEAREST TENTH OF A FOOT FOR GROUND OR SOD SURFACES
7. ALL BOUNDARY LIMIT INDICATORS SET ARE STAMPED LB# 7104.
8. THE BOUNDARY LIMITS ESTABLISHED ON THIS SURVEY ARE BASED ON THE LEGAL DESCRIPTION PROVIDED BY CLIENT OR ITS REPRESENTATIVE.
9. FENCE OWNERSHIP NOT DETERMINED.
10. BEARINGS WHEN SHOWN ARE TO AN ASSUMED MERIDIAN AND BASED ON PLAT, THE NORTH LINE OF LOT 9 BEARS S 49°20'49" E.
11. TYPE OF SURVEY: BOUNDARY, TOPOGRAPHIC, & TREE SURVEY
12. THE SURVEYOR IS NOT A CERTIFIED ARBORIST, TREES ARE IDENTIFIED BY COMMON NAME TO THE BEST OF THE SURVEYOR'S ABILITY. A CERTIFIED ARBORIST SHOULD BE CONSULTED TO DETERMINE SCIENTIFIC NAME, TREE SUB-SPECIES IF ANY AND TREE CONDITIONS.
13. ONLY TREES WITH A TRUNK DIAMETER OF 3" (0.25') AT THE BREAST HEIGHT OR GREATER WERE LOCATED

PROJECT:

DATE OF FIELD SURVEY: 09/24/2024
JOB #: 24093142
FILE #: D-1840
PROJECT NAME: SURVEYS 2024
CAD FILE(S):AMBROSE
REF: SARRIA
G. x
OF 1

CERTIFIED TO:

640 SOUTH MASHTA HOLDINGS LLC
THE JOSEPHS LAW FIRM
CHICAGO TITLE INSURANCE AGENCY

10/01/2024 – LOCATED CONCRETE STRIP ALONG EASTERLY PROPERTY LINE
REVISIONS:

PROPERTY ADDRESS:

640 SOUTH MASHTA DRIVE, KEY BISCAYNE, FL 33149

LEGAL DESCRIPTION:

LOT 9, BLOCK 3, OF MASHTA ISLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 60, PAGE 93, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FLOOD ZONE INFORMATION:

BASED ON THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY REVISED ON 09/11/09 AND INDEX MAP REVISED ON 09/11/09 THE GRAPHICALLY DEPICTED BUILDING(S) SHOWN ON THIS MAP OF SURVEY IS WITHIN ZONE AE BASE FLOOD ELEVATION 10 COMMUNITY NAME & NUMBER MIAMI BEACH 120651 MAP & PANEL NUMBER 12086C0491 SUFFIX L

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS RECENTLY SURVEYED AND DRAWN UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUE.

AUTHENTIC COPIES OF THIS SURVEY SHALL BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE ATTESTING REGISTERED SURVEYOR AND MAPPER

JUAN A. SUAREZ LICENSED No. 6220 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Juan A. Suarez,
License No. LS6220

Digitally signed by Juan A. Suarez, License No. LS6220
Date: 2024.10.03 14:47:21 -04'00'

JUAN A. SUAREZ
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA LIC. # 6220

640 S MASHTA RESIDENCE

640 S MASHTA DR. - KEY BISCAYNE - FLORIDA - 33149



LOCATION MAP
SCALE

N

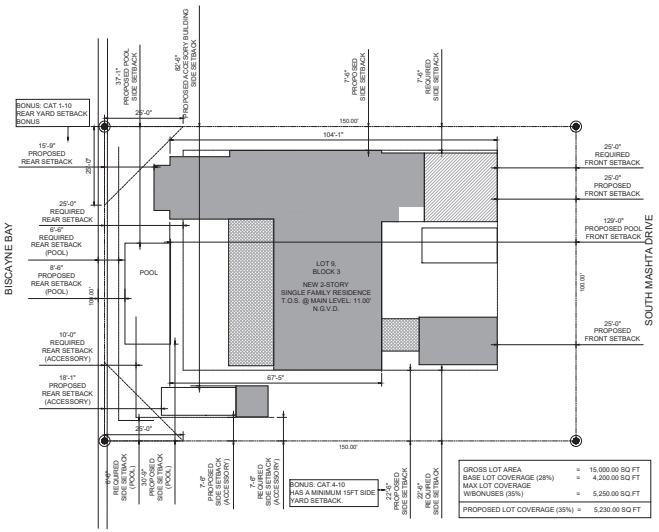
2024-10

VARIANCE APPLICATION SET
09.16.2025

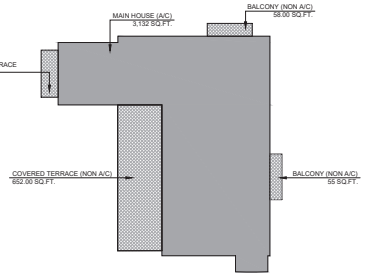
PORTUONDO PEROTTI ARCHITECTS, INC.
5717 S.W. 8th STREET
MIAMI, FLORIDA 33144
PH: (305) 260 -9331
FAX: (305) 260 -9318
E-MAIL: info@PORTUONDO-PEROTTI.COM

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2025.09.16 16:13:33-04'00'

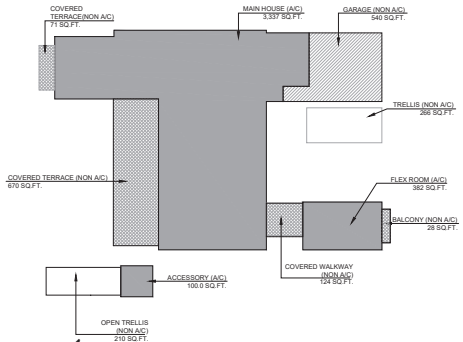
MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



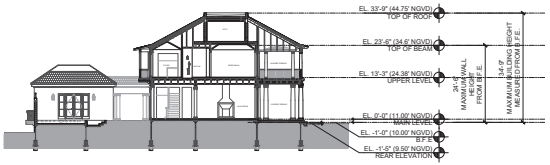
01 SITE PLAN DIAGRAM
Scale: 1/16" = 1'-0"



02 UPPER LEVEL AREA DIAGRAM
Scale: 1/16" = 1'-0"



03 MAIN LEVEL AREA DIAGRAM
Scale: 1/16" = 1'-0"



04 HEIGHT DIAGRAM
Scale: 1/16" = 1'-0"

LEGAL DESCRIPTION (S)

LOT 9, BLOCK 3, OF MASHTA ISLAND, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 60, PAGE 93, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

PROPERTY ADDRESS(ES)

FOLIO: 06-2228-021-0080
640 SOUTH MASHTA DRIVE
KEY BISCAYNE, FL 33149

ZONING CLASSIFICATION

IR: ISLAND RESIDENTIAL

FLOOD CRITERIA

FLOOD ZONE: AE-10

BASE FLOOD ELEVATION: 10.00' NGVD

DESIGN FLOOD ELEVATION : (MIN. BFE+1'-0"): 11.00' NGVD

LOT AREA

GROSS LOT AREA = 15,000 SQ. FT.

MINIMUM PERVIOUS AREA

MINIMUM REQUIRED: 30% OF LOT AREA (15,000 SQ. FT.) = **4,500 SQ. FT.**
PROPOSED: 43% OF LOT AREA (15,000 SQ. FT.) = **6,500 SQ. FT.**

LOT COVERAGE

BASE: 28% OF LOT AREA (15,000 SQ. FT.) **=4,200 SQ. FT.**
MAX. (W/ BONUSES): 35% OF LOT AREA (15,000 SQ. FT.) **=5,250 SQ. FT.**
PROPOSED: 34.5% OF LOT AREA (15,000 SQ. FT.) **=5,224 SQ. FT.**

FLOOR AREA RATIO

BASE: 36% OF LOT AREA (15,000 SQ. FT.) **=5,400 SQ. FT.**
MAX. (W/ BONUSES): 47% OF LOT AREA (15,000 SQ. FT.) **=7,050 SQ. FT.**
PROPOSED: 46.7% OF LOT AREA (15,000 SQ. FT.) **=7,005 SQ. FT.**

GROSS FLOOR AREA RATIO

MAX GROSS F.A.R.: 65% OF LOT AREA (15,000 SQ. FT.) **=9,750 SQ. FT.**
PROPOSED GROSS F.A.R.: 58.2% OF LOT AREA (15,000 SQ. FT.) **=8,732.50 SQ. FT.**

BUILDING HEIGHT

MAX ALLOWED FROM B.F.E.: 35'-0
PROPOSED: 34'-9

BUILDING WALL HEIGHT

MAX. WALL HEIGHT ALLOWED FROM B.F.E (BASE): 22'-6"
ADDITIONAL WALL HEIGHT (6" PER FOOT ABOVE B.F.E): 22'-6" + 6" = 23'-0"
PROPOSED WALL HEIGHT: BY VARIANCE 24'-6"

BUILDING SETBACKS

PRINCIPAL BUILDING:	REQUIRED	PROPOSED
FRONT	25'-0"	25'-0"
*SIDE:	15'-0"	22'-6"
*SIDE:	15'-0"	7'-6"
REAR (WATERWAY):	25'-0"	15'-6"
ACCESSORY STRUCTURE SETBACKS:	**REQUIRED**	**PROPOSED**
FRONT	NOT PERMITTED	N/A
*SIDE:	7'-6"	6'-6"
*SIDE:	22'-6"	62'-6"
REAR (WATERWAY):	10'-0"	18'-1"
POOL SETBACKS:	**REQUIRED**	**PROPOSED**
FRONT	25'-0"	129'-0"
SIDE:	6'-6"	37'-1"
SIDE:	6'-6"	30'-9"
**REAR (WATERWAY):	6'-6"	8'-6"

*7'-6" MIN SIDE SETBACK AND SUM OF SIDE YARDS SHALL NOT BE LESS THAN 30% OF AVERAGE LOT WIDTH (100') = 30'
*NO SIDE YARD SHALL BE REQUIRED TO EXCEED 30'
**WATERFRONT LOTS MAY PROVIDE A ZERO SETBACK. THE FOREGOING SETBACKS SHALL BE MEASURED FROM WATER'S EDGE.

FAR BONUSES:		
CAT 1.		
4. GARAGE OR CARPORT CONTAINING TWO OR MORE VEHICLES PARKED PARALLEL WITH A COLUMN SEPARATING EACH OF THE SPACES.	.02	2%
10. REAR YARD SETBACK BONUS.	.003 FOR EVERY FOOT THE MAIN PERMITTED USE IS SETBACK, LESS THAN 20 FT. TO A MINIMUM OF 15 FT.	.003(8.5') 2.5%
11. A PORTION OF THE BUILDING HAVING A LENGTH OF AT LEAST TEN FT. WITH A FRONT YARD SETBACK THAT EXCEEDS THE REQUIRED 25 FT SETBACK.	.0002 PER SQ.FT. (MAX .03)	.0002(181 SQ.FT.) 3%
CAT 3.		
14. FLORIDA FRIENDLY LANDSCAPING (NATIVE, DROUGHT, AND SALT TOLERANT).	.03 FOR 80% OF PLANTING REQUIREMENT.	3%
CAT 4.		
16. (b) HAS A MINIMUM 15 FT SIDE YARD SETBACK.	.03 (ONE SIDE ONLY)	3%
TOTAL BONUSES		**13.5%**

AREA TABULATION	A/C.	NON A/C.	TOTAL AREA	LOT COVERAGE	F.A.R.	GROSS F.A.R.
FIRST LEVEL						
MAIN HOUSE	3,337.00 SQ. FT.		3,337.00 SQ. FT.	3,337.00 SQ. FT.	3,337.00 SQ. FT.	3,337.00 SQ. FT.
GARAGE		540.00 SQ.FT.	540.00 SQ. FT.	540.00 SQ. FT.	54.00 SQ. FT.	540.00 SQ. FT.
ENTRY TRELLIS		266.00 SQ.FT.				
BBQ TRELLIS		210.00 SQ.FT.				
COVERED WALKWAY		124.00 SQ.FT.		124.00 SQ. FT.		
ACCESSORY STRUCT.	100.00 SQ. FT.		100.00 SQ. FT.	100.00 SQ. FT.	100.00 SQ. FT.	100.00 SQ. FT.
FLEX ROOM	382.00 SQ. FT.		382.00 SQ. FT.	382.00 SQ. FT.	382.00 SQ. FT.	382.00 SQ. FT.
BALCONY		25.00 SQ. FT.				25.00 SQ. FT.
COVERED TERRACES		741.00 SQ. FT.	741.00 SQ. FT.	741.00 SQ. FT.		370.50 SQ. FT.
SECOND LEVEL						
MAIN HOUSE	3,132.00 SQ. FT.		3,132.00 SQ. FT.		3,132.00 SQ. FT.	3,132.00 SQ. FT.
BALCONIES		113.00 SQ. FT.				113.00 SQ. FT.
TERRACES		733.00 SQ.FT.				733.00 SQ. FT.
TOTALS	**6,951.00 SQ. FT.**	**2752.00 SQ. FT.**	**9,703.00 SQ. FT.**	**5,224.00 SQ. FT.**	**7,005.00 SQ. FT.**	**8,732.50 SQ. FT.**

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 16:13:33-04'00'

PROJECT NUMBER: 2034-10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

ARCHITECTS
PORTUONDO PEROTTI ARCHITECTS, INC.
Architecture Planning Interior Design
5717 S.W. 8th Street Miami, Florida 33144 USA
Tel: (305) 266-2266 Fax: (305) 266-9356
http:// www.portuondoperotti.com

640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: PROJECT INFO
SCALE: AS NOTED

SHEET: A-003
OF

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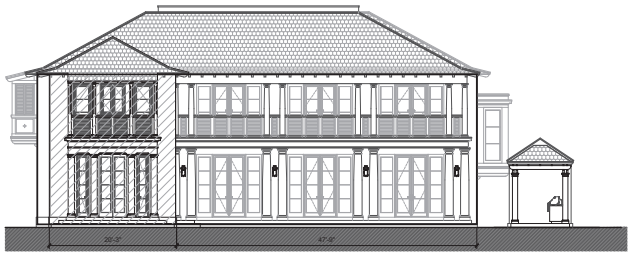
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MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



TOTAL FACADE AREA	=	1,955.89 SQ FT
SETBACK AREA REQUIRED (25%)	=	488.97 SQ FT
AREA PROVIDED (10.1%)	=	837.93 SQ FT

01 FRONT ELEVATION
Scale: 1/8" = 1'-0"



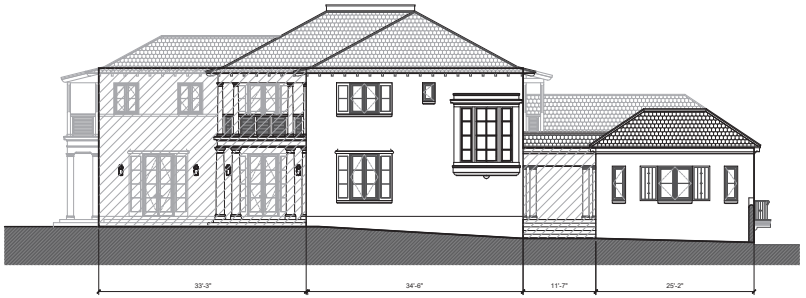
TOTAL FACADE AREA	=	1,666.66 SQ FT
SETBACK AREA REQUIRED (25%)	=	416.67 SQ FT
AREA PROVIDED (28.73%)	=	478.83 SQ FT

02 REAR ELEVATION
Scale: 1/8" = 1'-0"



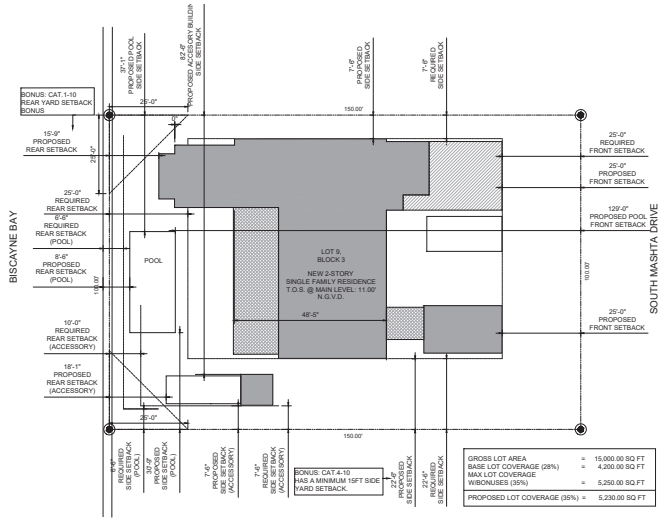
TOTAL FACADE AREA	=	2,167.19 SQ FT
SETBACK AREA REQUIRED (25%)	=	541.80 SQ FT
AREA PROVIDED (44.7%)	=	969.15 SQ FT

03 SIDE ELEVATION
Scale: 1/8" = 1'-0"



TOTAL FACADE AREA	=	2,268.41 SQ FT
SETBACK AREA REQUIRED (25%)	=	567.10 SQ FT
AREA PROVIDED (44%)	=	998.34 SQ FT

04 SIDE ELEVATION
Scale: 1/8" = 1'-0"



GROSS LOT AREA	=	15,000.00 SQ FT
BASE LOT COVERAGE (28%)	=	4,200.00 SQ FT
MAX LOT COVERAGE W/BONUSES (35%)	=	5,250.00 SQ.FT
PROPOSED LOT COVERAGE (35%)	=	5,230.00 SQ.FT

05 LOT COVERAGE DIAGRAM
Scale: 1/16" = 1'-0"

Digitally signed by Jose Luis Gonzalez Perotti
Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024-10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS

PORTUONDO PEROTTI ARCHITECTS, INC.
ARCHITECTS
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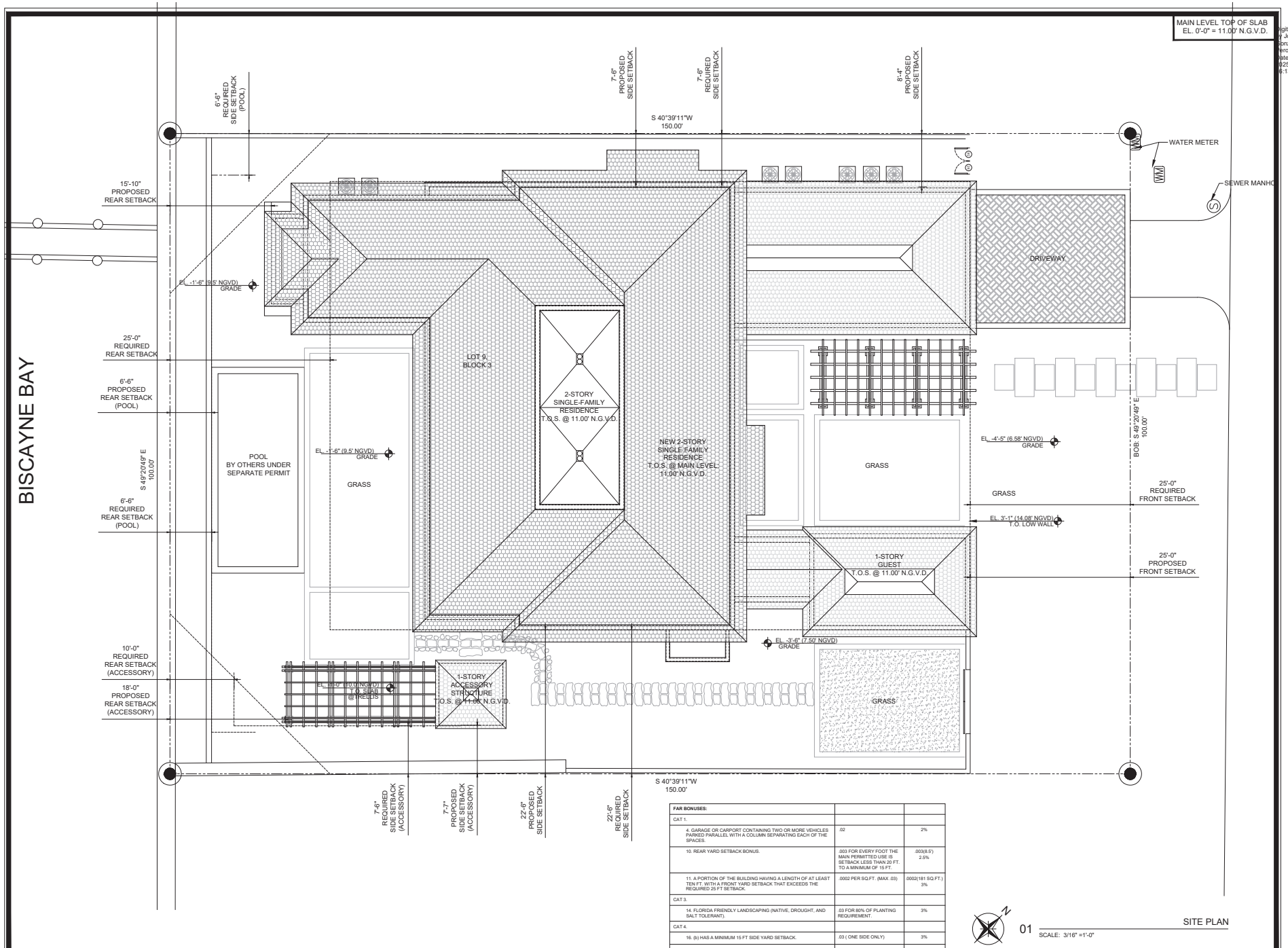
640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: PROJECT INFO
SCALE: AS NOTED

SHEET: A-003.1
OF

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FAR BONUSES:		
CAT 1.		
4. GARAGE OR CARPORT CONTAINING TWO OR MORE VEHICLES PARKED PARALLEL WITH A COLUMN SEPARATING EACH OF THE SPACES.	.02	2%
10. REAR YARD SETBACK BONUS.	.003 FOR EVERY FOOT THE MAIN PERMITTED USE IS SETBACK LESS THAN 20 FT. TO A MINIMUM OF 15 FT.	.003(8.5') 2.5%
11. A PORTION OF THE BUILDING HAVING A LENGTH OF AT LEAST TEN FT. WITH A FRONT YARD SETBACK THAT EXCEEDS THE REQUIRED 25 FT SETBACK.	.0002 PER SQ.FT. (MAX. .03)	.0002(181 SQ.FT.) 3%
CAT 3.		
14. FLORIDA FRIENDLY LANDSCAPING (NATIVE, DROUGHT, AND SALT TOLERANT).	.03 FOR 80% OF PLANTING REQUIREMENT.	3%
CAT 4.		
16. (b) HAS A MINIMUM 15 FT SIDE YARD SETBACK.	.03 (ONE SIDE ONLY)	3%
TOTAL BONUSES		**13.5%**

01 SITE PLAN
SCALE: 3/16" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:33-04'00'

PROJECT NUMBER: 2024.10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

ARCHITECTS
PORTUONDO PEROTTI ARCHITECTS, INC.
Architecture Planning Interior Design
9717 S.W. 6th Street Miami, Florida 33144 USA
TEL (305) 553-3324 FAX (305) 553-4316
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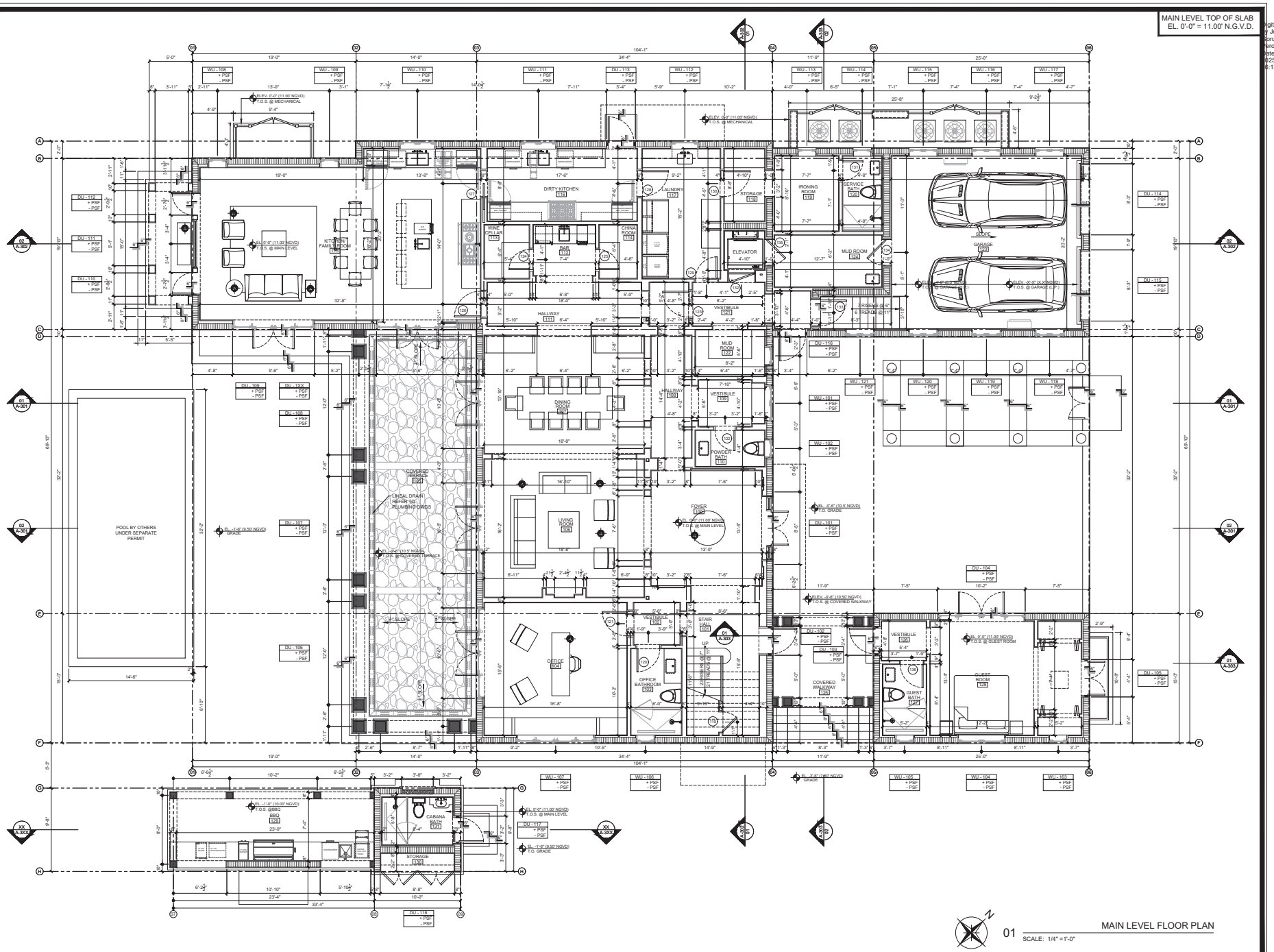
640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: SITE PLAN
SCALE: 1/8"=1'-0"

SHEET: A-100
OF

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PROJECT NUMBER: 2034-10
DATE: 09.16.2025
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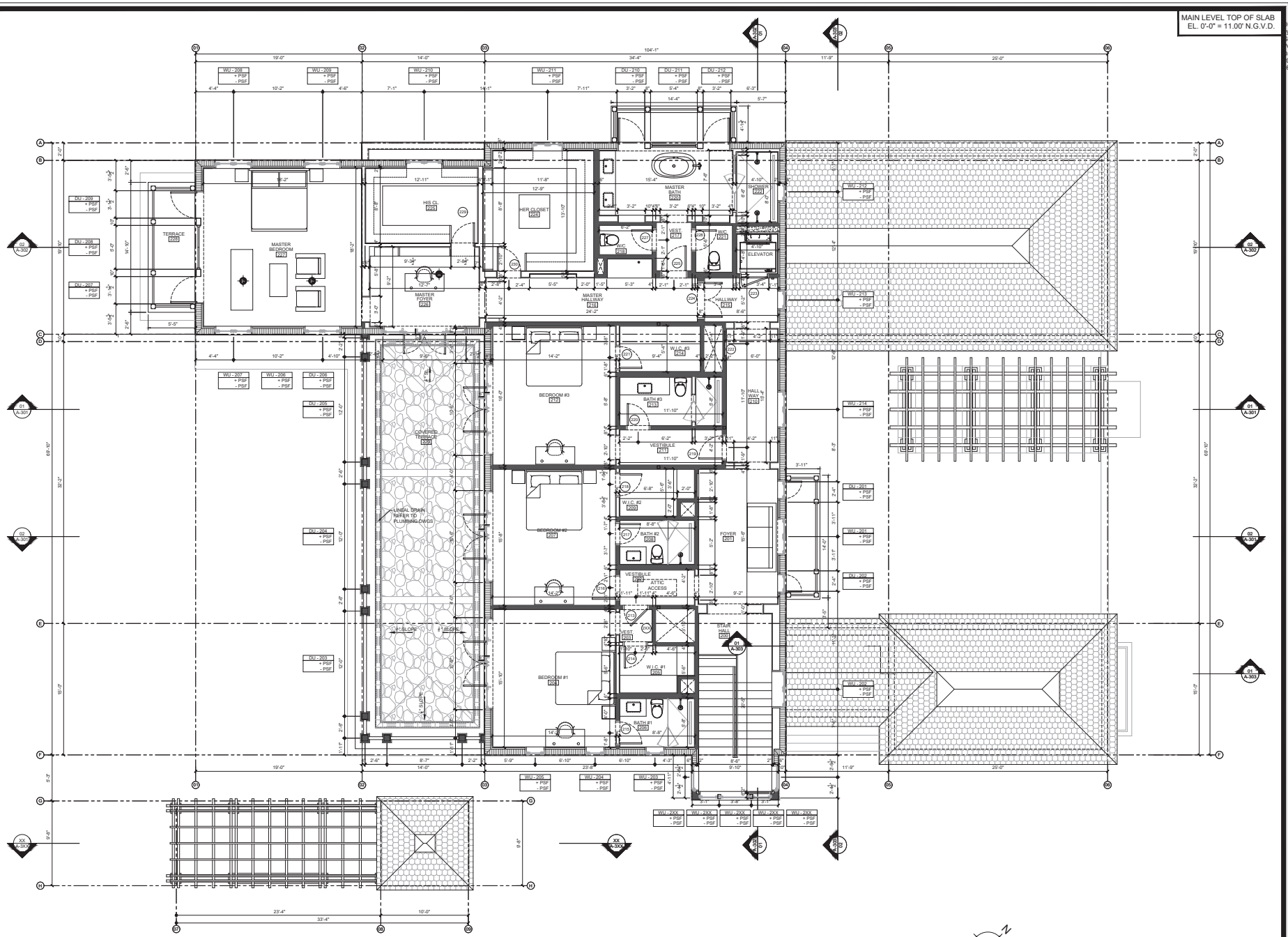
TITLE: FLOOR PLAN
SCALE: 1/4"=1'-0"

SHEET A-101
OF

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837



01 UPPER LEVEL FLOOR PLAN
SCALE: 1/4" =1'-0"

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DATE:	09.16.2025
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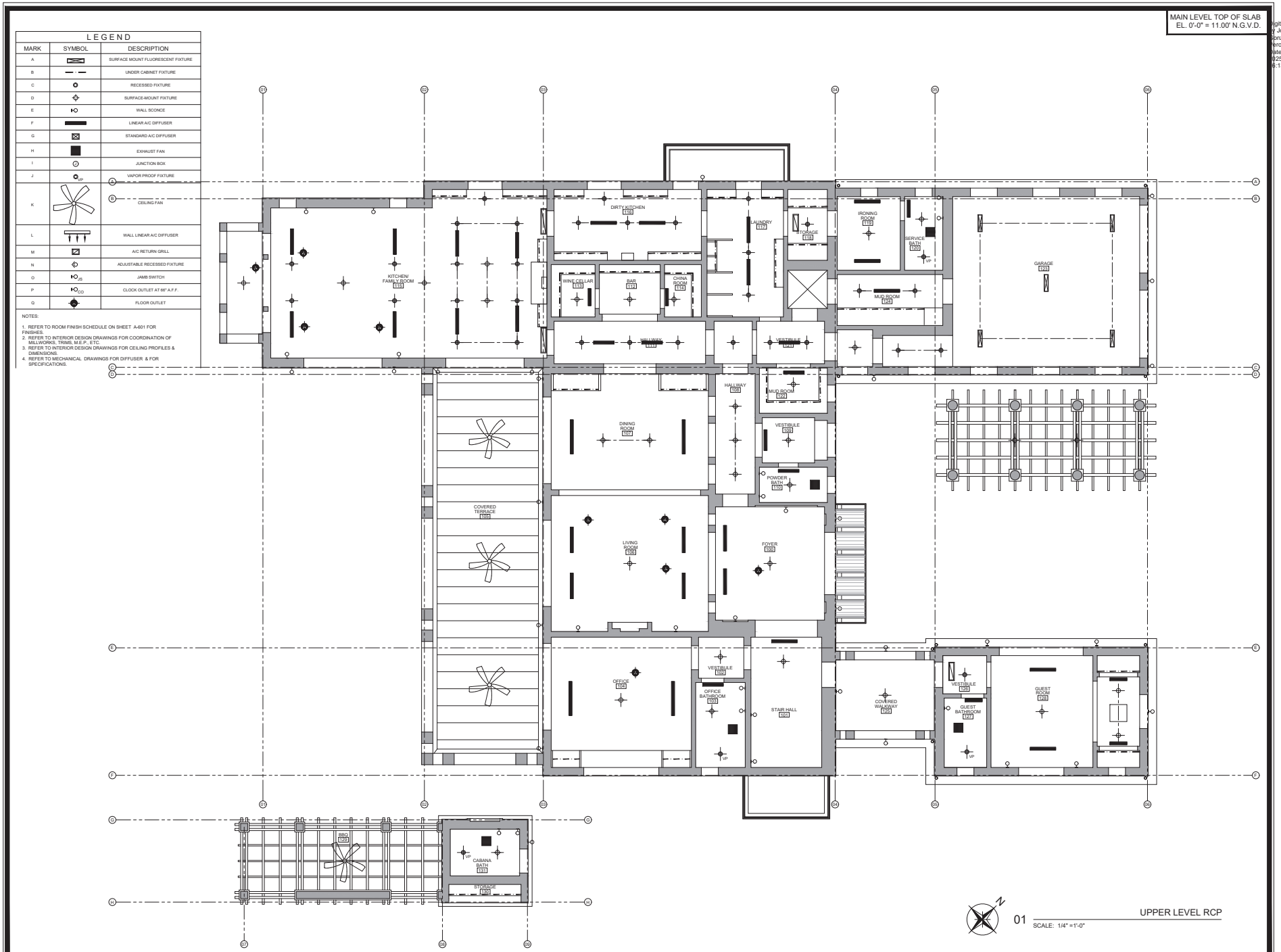
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640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD, KEY BISCAYNE, FL 33149

TITLE: FLOOR PLAN
SCALE: 1/4"=1'-0"

SHEET: A-102
OF

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OWNER
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TITLE: REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

SHEET: A-103
OF

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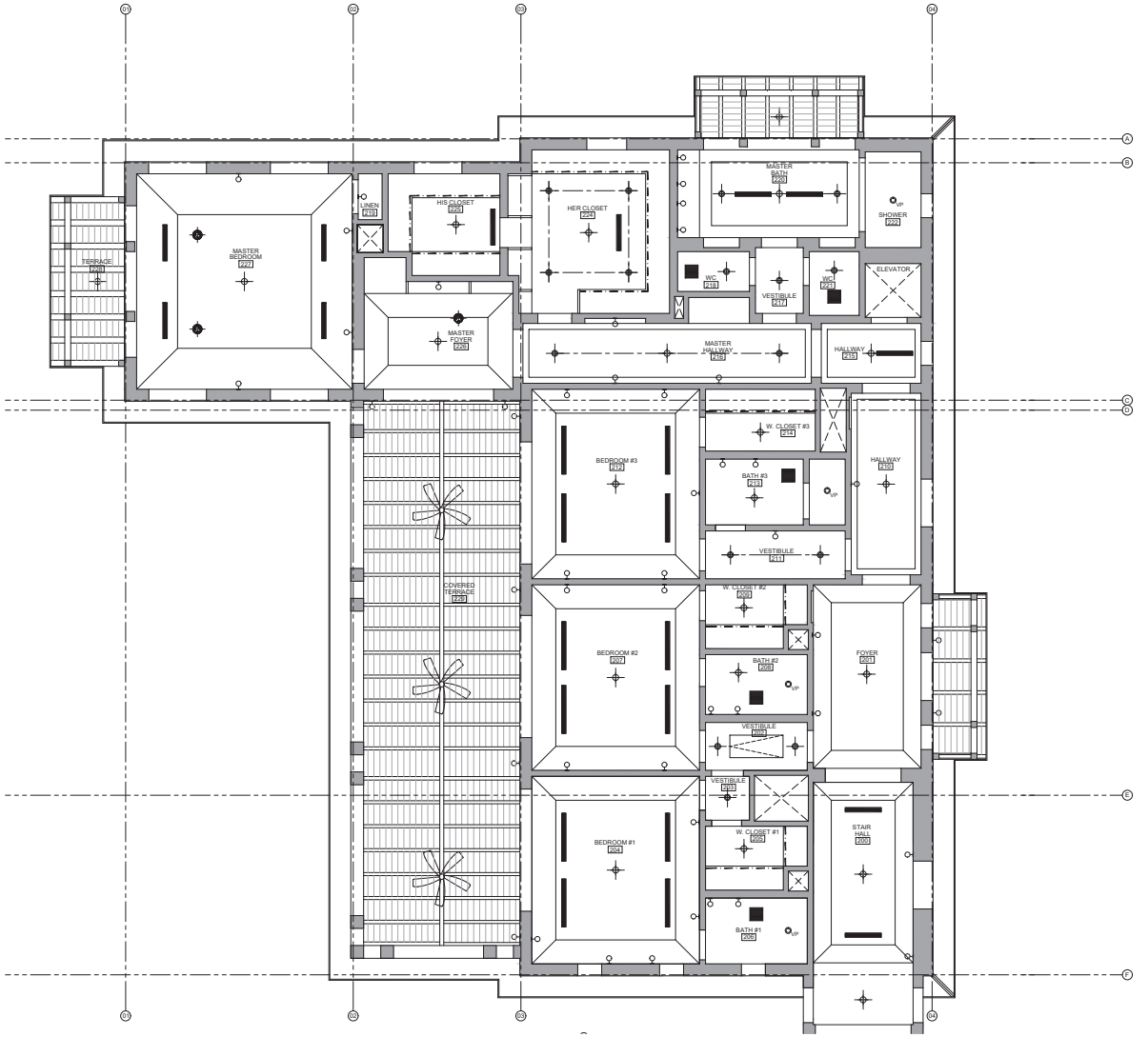
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LEGEND		
MARK	SYMBOL	DESCRIPTION
A		SURFACE MOUNT FLUORESCENT FIXTURE
B		UNDER CABINET FIXTURE
C		RECESSED FIXTURE
D		SURFACE-MOUNT FIXTURE
E		WALL SCONCE
F		LINEAR A/C DIFFUSER
G		STANDARD A/C DIFFUSER
H		EXHAUST FAN
I	J	JUNCTION BOX
J	VP	VAPOR PROOF FIXTURE
K		CEILING FAN
L		WALL LINEAR A/C DIFFUSER
M		A/C RETURN GRILL
N		ADJUSTABLE RECESSED FIXTURE
O	JS	JAMB SWITCH
P	CO	CLOCK OUTLET AT 86" A.F.F.
Q		FLOOR OUTLET

NOTES:

1. REFER TO ROOM FINISH SCHEDULE ON SHEET A-601 FOR FINISHES.
2. REFER TO INTERIOR DESIGN DRAWINGS FOR COORDINATION OF MILLWORKS, TRIMS, M.E.P., ETC.
3. REFER TO INTERIOR DESIGN DRAWINGS FOR CEILING PROFILES & DIMENSIONS.
4. REFER TO MECHANICAL DRAWINGS FOR DIFFUSER & FOR SPECIFICATIONS.
5. REFER TO SHEET A-600 FOR CEILING TYPES.

MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



01 UPPER LEVEL RCP
SCALE: 1/4" = 1'-0"

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DATE: 09.16.2025
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640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: REFLECTED CEILING PLAN
SCALE: 1/4"=1'-0"

SHEET: A-104
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DATE:	09.16.2025
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640 S MASHTA DR.
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OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

TITLE: ROOF PLAN
SCALE: 1/4"=1'-0"

SHEET: A-105
OF

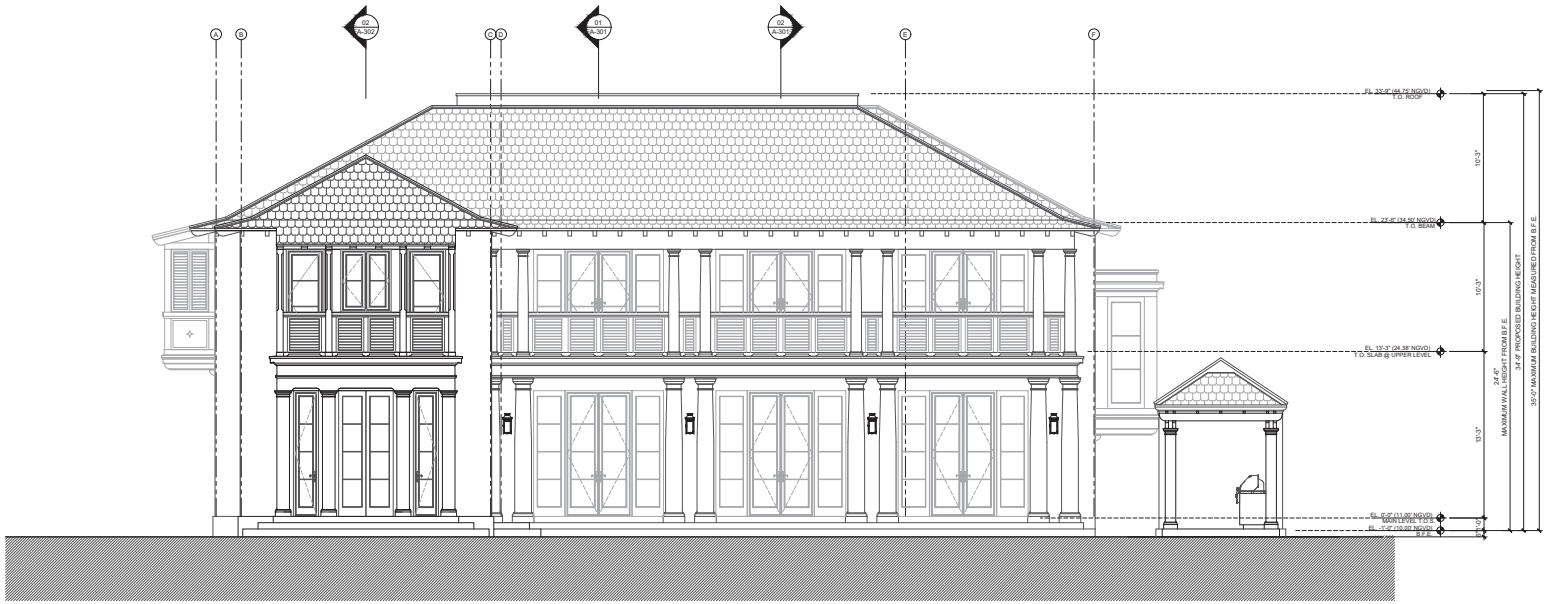
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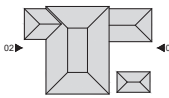
MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



01 FRONT ELEVATION
SCALE: 1/4" =1'-0"



02 REAR ELEVATION
SCALE: 1/4" =1'-0"



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Date: 2026.09.16 14:13:43-04'00'

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PROJECT NUMBER: 2034.10
DATE: 09.16.2025
DRAWN BY: CB
CHECKED BY: JLGP
REVISIONS:

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

SHEET: A-201
OF

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01 SIDE ELEVATION
SCALE: 1/4" =1'-0"



02 SIDE ELEVATION
SCALE: 1/4" =1'-0"

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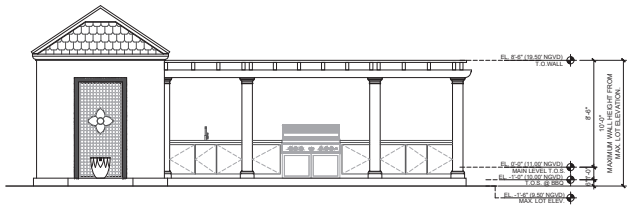
TITLE: ELEVATION
SCALE: 1/4"=1'-0"

SHEET: A-202
OF

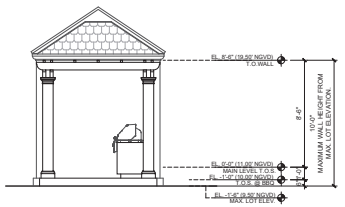
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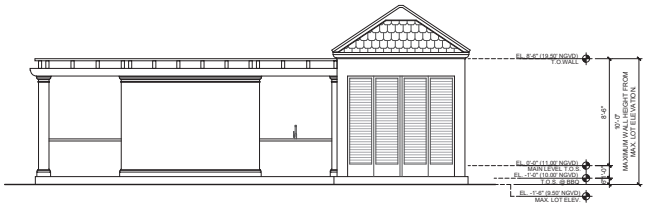
MAIN LEVEL TOP OF SLAB
EL. 0'-0" = 11.00' N.G.V.D.



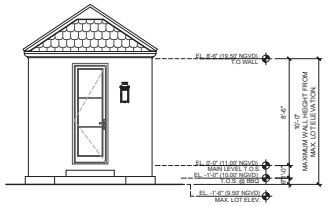
01 CABANA FRONT ELEVATION
SCALE: 1/4" =1'-0"



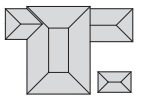
02 CABANA SIDE ELEVATION
SCALE: 1/4" =1'-0"



03 CABANA REAR ELEVATION
SCALE: 1/4" =1'-0"



04 CABANA SIDE ELEVATION
SCALE: 1/4" =1'-0"



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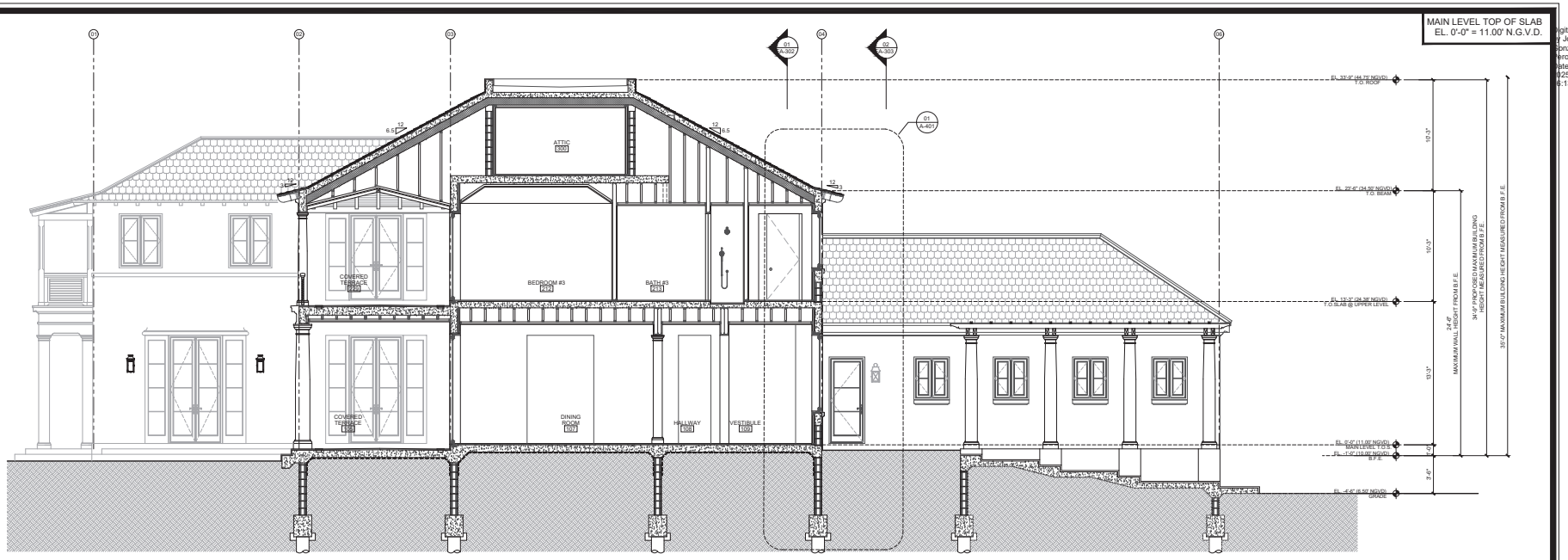
640 S MASHTA RESIDENCE
640 S MASHTA DR.
KEY BISCAYNE, FL 33149

OWNER
640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

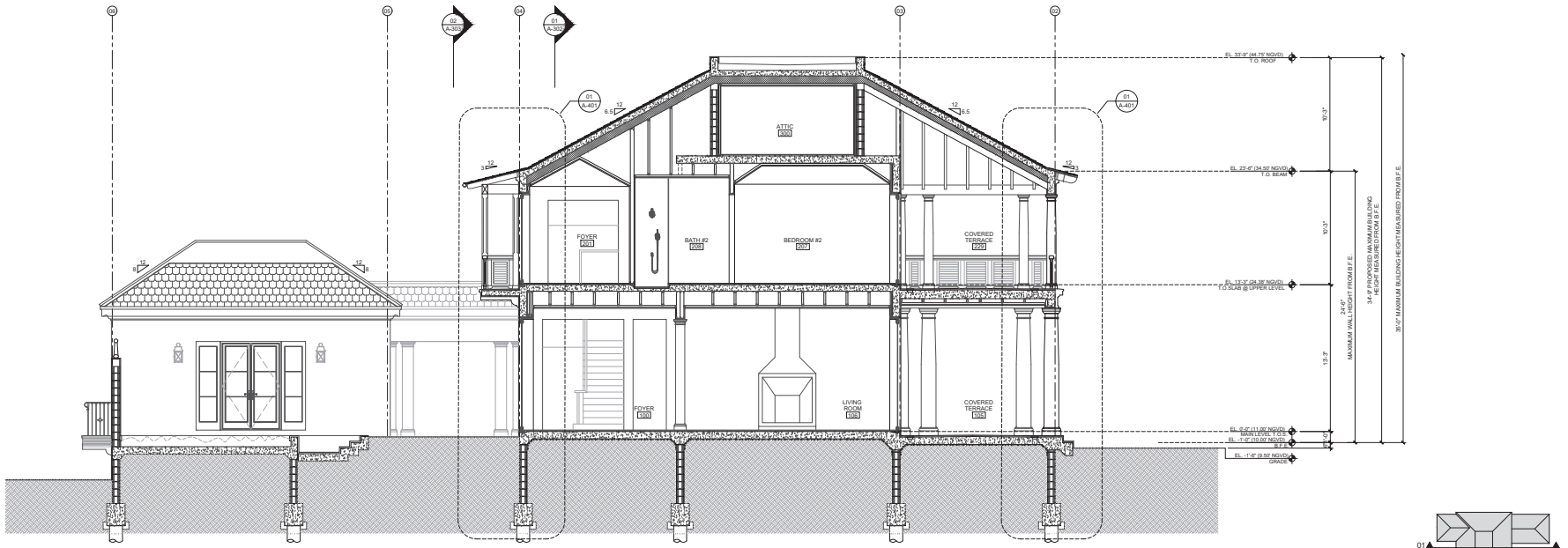
TITLE: ELEVATION
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01 BUILDING SECTION
SCALE: 1/4" =1'-0"



02 BUILDING SECTION
SCALE: 1/4" =1'-0"

Digitally signed by Jose Luis Gonzalez Perotti Date: 2026.09.16 14:13:43-04'00'

PROJECT NUMBER: 2034-10
DATE: 09.16.2025
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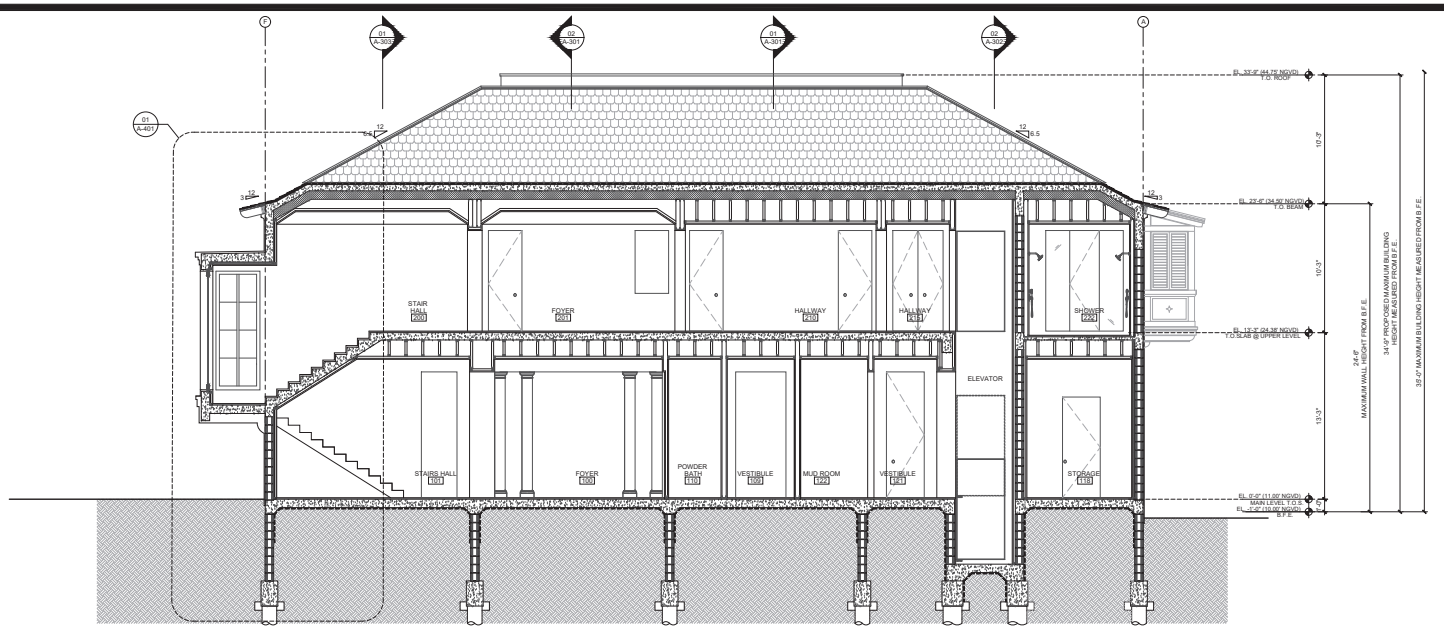
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640 S MASHTA DR.
KEY BISCAYNE, FL 33149

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640 SOUTH MASHTA HOLDINGS LLC
340 CARIBBEAN RD KEY BISCAYNE, FL 33149

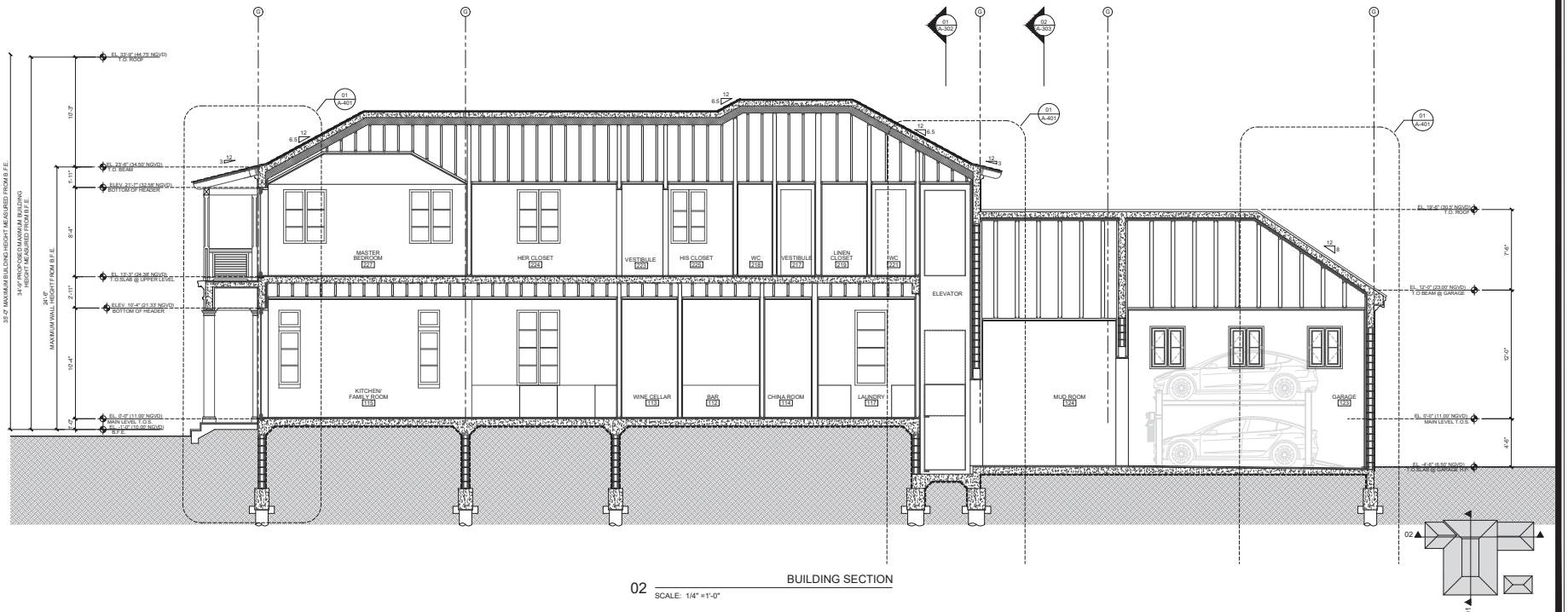
TITLE: BUILDING SECTION
SCALE: 1/4"=1'-0"

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OF

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02 BUILDING SECTION
SCALE: 1/4" =1'-0"

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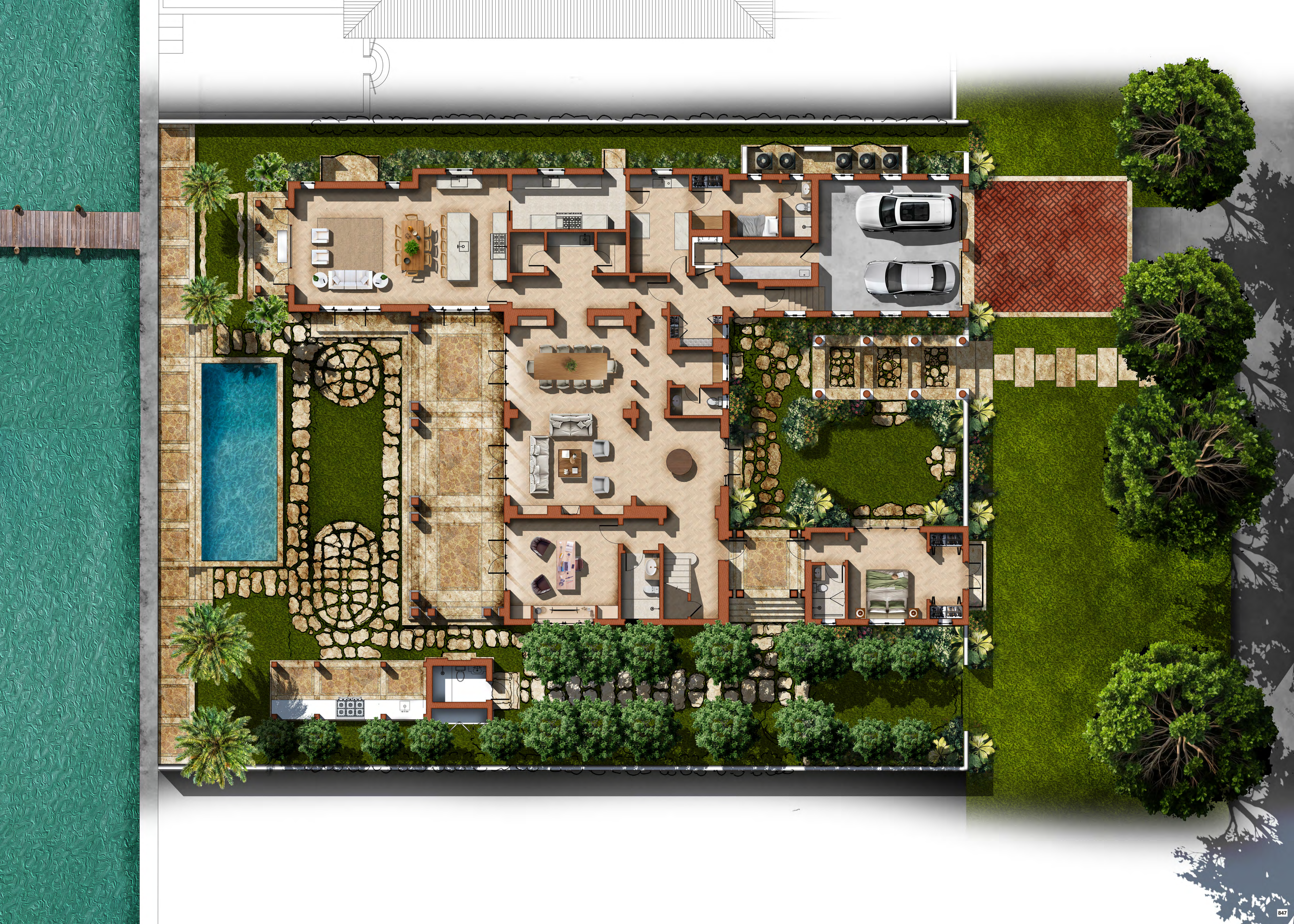
OWNER
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TITLE: BUILDING SECTION
SCALE: 1/4"=1'-0"

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Village Council
Joe I. Rasco, *Mayor*
Oscar Sardiñas, *Vice Mayor*
Michael F. Bracken
Franklin H. Caplan
Edward London
Nancy Stoner
Fernando A. Vazquez

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

1. Revenue Diversification Analysis (Chief Financial Officer Benjamin Nussbaum)

The Village continues to focus on diversifying revenues to reduce its overreliance on ad valorem property taxes, which currently account for roughly 70 percent of the General Fund. Expanding user-based fees, improving cost recovery, and pursuing grants are key strategies to ensure long-term fiscal stability, fairness, and alignment between service use and cost. Here are the updates on several initiatives underway to support this goal:

- **Community Center Membership Fees**
  New membership rates took effect October 1, 2025, aligning pricing with market benchmarks and operational costs. The adjustment is projected to increase annual revenue by approximately 6–8 percent.

- **Outside Athletic Trainer Fees**
  Staff is continuing to refine instructor and trainer agreements to ensure consistent revenue-sharing terms and cost recovery. A second meeting with trainers will be held later this month to finalize a plan to raise permit fees for outside trainers and programs.

- **Recreation Program Fees**
  FY26 Budget projections already reflect higher enrollment and modest rate adjustments across classes, athletics, and facility rentals to align revenues with actual costs.

- **Special Event Fees & Permits**
  Parks and Recreation is finalizing its comprehensive Parks User Guide, which will include standardized event permit fees and cost-recovery structures for Village facilities and community events.

- **Resort Fee Agreement**
  Staff continues to evaluate the feasibility of a resort fee agreement. The analysis will

resume once the Ritz-Carlton renovation is complete, which will provide updated occupancy and visitor data to inform projections.

- **Field Usage / School Usage**
  New standard field use rates are being implemented to reflect wear-and-tear impacts and ensure consistent treatment of users. Schools wishing to use Village fields for recess, will be charged $30 per day. The soccer field will be charged $60 per hour.

- **Athletics Fee**
  The Village will increase its share of athletics program revenues from 10 percent to 15 percent in accordance with existing contract provisions. The additional revenue will help offset the maintenance and restoration costs associated with field use.

- **Golf Cart Inspection Fees**
  Current inspection fees have remained unchanged for over 20 years. Staff will conduct a cost analysis to adjust the rate structure to present-day costs and ensure full cost recovery beginning in FY26.

- **Business Tax Receipts (BTR)**
  Once the Ritz-Carlton construction is completed and business activity stabilizes, staff will revisit the BTR schedule to restore revenue growth and modernize rate tiers.

- **Grant Reimbursements**
  The Bell Tower Consulting contract was approved this summer, and the firm is currently being onboarded. They will assist with identifying and managing competitive grant opportunities, preparing reimbursement requests, and developing a consolidated tracking system for all active and pending grants.

- **Other Fee-Based Services**
  Finance is reviewing the Village's master fee schedule to align administrative fees—such as public records requests and lobbyist registration—with actual service costs.

- **Future Policy – CPI Indexing of Fees**
  After the current round of fee adjustments is complete, staff will bring forward a resolution to index applicable fees to the South Florida CPI on an annual basis. This will ensure rates remain current and prevent large one-time adjustments in the future.

- **Code Violation Fines**
  A more comprehensive and equitable enforcement structure will ensure compliance with Village codes and standards protecting public health, safety, and the community's overall quality of life.

- **Impact Fees: Mobility, Parks and Recreation, Fire Rescue, and Police**
  Staff is researching best practices for implementing impact fees to shift the cost

burden from existing residents and taxpayers to new development. These one-time charges would help fund infrastructure improvements and public services necessitated by new growth.

- **Zoning Fees**
  Zoning and planning fees will be evaluated for better alignment with building permit rates to fully capture the cost of zoning reviews, site plans, variances, and land-use services.

- **Parking Fees**
  Staff will explore paid parking options and pricing strategies to optimize parking utilization, increase availability, and encourage alternative transportation. Any future revenues could be reinvested into parking or mobility improvements.

- **Maintenance, Repair, Rehab, Renovation and Replacement (MR4) Fund**
  A dedicated MR4 account will be considered to regularly allocate funding for the maintenance, repair, rehab, renovation, and replacement of existing capital assets. This supports a long-term asset management approach that funds life-cycle maintenance through a sustainable financial plan.

2. **CIP FY25 Monthly Report (CIP & Grants Manager Colleen Durfee)**

   a. Exhibit A

EXHIBIT A

VKB FY26 Capital Improvement Program

10/8/2025

Project Status			
Complete	On Target	Issues	Problems

Total Active Projects
41

Not Started	Planning	Procurement	Design	Permitting	Construction	Complete
8	7	10	9	2	5	0

		PHASE	SCHEDULE				ACCOUNTING TO DATE					MILESTONES TIMELINE												
PRI	Project	Project Phase	ESD	ASD	ECD	ACD	Budget	Spent	Encumbered	Remaining	Percent Spent/ Encumbered	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26
1	Improve Streetlight Coverage	Design		Aug-25	Jan-27		$ 821,345			$ 821,345	0%														
1	Replace Cardiac Monitors (2)	Procurement		Oct-25	Jun-26		$ 120,000		$ (116,456)	$ 3,544	97%														
1	Replace Airpacks (22 units)	Not Started	Nov-25		Feb-26		$ 221,456			$ 221,456	0%														
1	Perform Stormwater Baseline Modeling	Planning		Oct-25	Jan-26		$ 39,000			$ 39,000	0%														
1	Conduct USACE CSRM Back Bay and Beach Feasibility Study	Planning		Dec-23	Aug-28		$ 237,500			$ 237,500	0%														
2	Develop Zone 1 Alternative Analysis and Plan	Design		Sep-25	Jan-26		$ 250,000			$ 250,000	0%														
2	Construct Zone 1 - K8 School Central Stormwater Basin	Not Started	Feb-26		Jan-29		$ 22,990,820			$ 22,990,820	0%														
2	Replace Police Radios	Procurement		Aug-25	Dec-25		$ 278,000			$ 278,000	0%														
2	Underground Utilities Phase 1 Zone 1	Design		Jan-24	Jan-28		$ 12,800,000			$ 12,800,000	0%														
2	Underground Utilities Zones 2, 4, 6, 8	Design		Oct-25	Oct-28		$ 3,000,000			$ 3,000,000	0%														
2	Improve Garden District Drainage	Design		Oct-25	TBD		$ 8,910,000			$ 8,910,000	0%														
2	Install Turf at St. Agnes Field	Construction		May-24	Oct-25		$ 500,000			$ 500,000	0%														
2	Replace Fire Rescue Trucks 1 & 2	Procurement		Oct-24	Jun-26		$ 1,200,000			$ 1,200,000	0%														
2	Install Pump Station Back Up Generators	Permitting		Oct-23	Jan-26		$ 380,552			$ 380,552	0%														
3	Design Zone 1 - K8 School Central Stormwater Basin	Design		Aug-22	Mar-26		$ 372,000			$ 372,000	0%														
3	Repave Village Roadways	Construction		Dec-24	Mar-26		$ 920,000			$ 920,000	0%														
3	Connect Community Center Lighthouse Room to Fiber	Planning		Oct-25	Oct-26		$ 65,000			$ 65,000	0%														
3	Replace Village Police Vehicles (6)	Procurement		Oct-25	Apr-26		$ 351,250			$ 351,250	0%														
3	Upgrade Community Center Sewer System to Gravity Flow	Design		Sep-25	Oct-26		$ 285,000			$ 285,000	0%														
3	Improve Harbor Drive	Permitting		Nov-24	Oct-26		$ 2,920,000			$ 2,920,000	0%														
3	Install Village Fiber Security Network and Cameras	Planning		Oct-25	Sep-26		$ 160,000			$ 160,000	0%														
3	Upgrade Community Center CCTV System	Planning		Oct-25	Sep-26		$ 70,000			$ 70,000	0%														
4	Program Management & Village Construction Management Program	Planning	NA	NA	NA	NA	$ 680,000			$ 680,000	0%														
4	Renovate Council Chambers as Community Theater	Construction		Jun-24	Oct-25		$ 51,000			$ 51,000	0%														
4	Repair Community Center Roof and Structural Elements	Construction		Jul-25	Apr-26		$ 645,000			$ 645,000	0%														
4	Procure Fire Chief and Deputy Chief Vehicles (2)	Procurement		Jul-25	Jul-26		$ 150,000			$ 150,000	0%														
4	Renovate Building Department Customer Service Areas	Construction		Dec-23	Feb-26		$ 500,943			$ 500,943	0%														
4	Resurface Calusa Park Courts and Increase Pickleball Courts	Not Started	Nov-25		Aug-26		$ 225,000			$ 225,000	0%														
4	Contribute to "Shoreline" Design	Planning	NA	NA	NA	NA	$ 950,000			$ 950,000	0%														
5	Replace Fire Fleet Vehicle for Deputy Chief Admin	Procurement		Oct-25	Apr-26		$ 75,000		$ (63,110)	$ 11,890	84%														
5	Replace Fitness Equipment in Community Center Gym	Procurement		Oct-25	Feb-26		$ 200,000			$ 200,000	0%														
5	Assess Community Center Facility and Programming	Procurement		Sep-25	Jul-26		$ 165,000			$ 165,000	0%														
5	Improve Neighborhood Traffic Calming Devices and Golf Cart Cut Throughs	Not Started	Nov-25		Sep-26		$ 700,000			$ 700,000	0%														
5	Contribute to Virginia Key Athletic Fields Design	Not Started	TBD	TBD	TBD	TBD	$ 250,000			$ 250,000	0%														
5	Repair and Replace HVACs	Procurement		Jul-25	Mar-26		$ 250,000			$ 250,000	0%														
5	Study and Design Offshore Hybrid Reef	Not Started	Jun-26		Jun-28		$ 1,100,000			$ 1,100,000	0%														
5	Renovate Beach Park Pavilion and Boardwalk	Design		Sep-22	Sep-26		$ 1,000,000			$ 1,000,000	0%														
5	Rehab Civic Center/Monaco Fountain Plaza	Design		Aug-25	Jan-28		$ 400,000			$ 400,000	0%														
6	Replace Community Center Generator	Procurement		Aug-25	May-26		$ 302,000			$ 302,000	0%														
6	Improve Intersection at Sonesta Drive and Crandon Blvd	Not Started	TBD	TBD	TBD	TBD	$ 540,000			$ 540,000	0%														
6	Renovate Dog Park	Not Started	TBD	TBD	TBD	TBD	$ 100,000			$ 100,000	0%														
							$ 65,175,866.00	$ -	$ (179,565.07)	$ 64,996,300.93															

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2025-09-121

A RESOLUTION OF CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, **AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE & BIERMAN, PL TO PROSECUTE THE LAWSUIT;** AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities "shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services," and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

WHEREAS, on June 26, 2025, Senate Bill 180 ("SB 180"), titled "Emergencies," was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

WHEREAS, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose "more restrictive or burdensome" comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, "Land Use and Zoning Regulations") for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

WHEREAS, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

WHEREAS, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting "more restrictive or burdensome" Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

WHEREAS, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

WHEREAS, for example, despite SB 180 being titled "Emergencies," SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28's total ban on any "more restrictive or burdensome" Land Use and Zoning Regulations, and Section 18's prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

WHEREAS, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature's own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

WHEREAS, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a

hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

WHEREAS, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

WHEREAS, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

WHEREAS, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

WHEREAS, the City Council of the City of Homestead (the "City") desires to authorize the participation of the City in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide

prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

WHEREAS, it is in the best interest of the City to participate in the Lawsuit and to urge other local governments to join as plaintiffs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. **Recitals**. The above-stated recitals are hereby adopted and confirmed.

Section 2. **Authorization to Participate in Lawsuit**. The City Council hereby authorizes the participation of the City in the Lawsuit, subject to participation of at least ten local governments.

Section 3. **Legal Representation and Fee Structure**. Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the City in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of $10,000 to represent the City in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The City shall also pay $5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and $5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The City acknowledges that the Firm will be representing other

local governments in the Lawsuit and waives any conflicts related to such representation. The City also acknowledges that the Firm may represent other entities, private or public, at the City and that the representation of City in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

Section 4. **Urge Participation**. The City invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

Section 5. **Transmittal**. The City Clerk is directed to distribute this Resolution to all local governments in Miami-Dade County, the Miami-Dade County League of Cities, and the Miami-Dade City and County Management Association. The City Clerk is further directed to distribute this Resolution to the Firm.

Section 6. **Implementation**. The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 7. **Effective Date**. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED THIS 24th day of September, 2025.

STEVEN D. LOSNER,
Mayor

SPONSORED BY: MAYOR STEVEN D. LOSNER

ATTEST:

ELIZABETH SWAIL, MPA, MMC
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:	Councilwoman Erica G. Ávila
Seconded by:	Vice Mayor Sean L. Fletcher
Council Vote:	7-0

FINAL VOTE AT ADOPTION:

Mayor Steven D. Losner	*YES*
Vice Mayor Sean Fletcher	*YES*
Councilwoman Erica G. Ávila	*YES*
Councilwoman Jenifer N. Bailey	*YES*
Councilman Clemente Canabal	*YES*
Councilman Tom Davis	*YES*
Councilman Larry Roth	*YES*

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

(Application is nine pages. Please fill out completely.)

Date Filed: 5-21-2025

File #: RV-PZR25-00024
(to be completed by Staff)

1. REQUEST FOR:

( ) SUPERVISORY VARIANCE
( ) ADMINISTRATIVE VARIANCE
(x) REGULATORY VARIANCE
( ) APPEAL OF AN ADMINISTRATIVE DECISION
( ) SITE PLAN APPROVAL
( ) OTHER

( ) AMENDMENT TO ZONING ORDINANCE
( ) CONDITIONAL USE
( ) AMENDMENT TO THE MASTER PLAN
( ) ZONING DISTRICT CHANGE

Explain your request:

See attached letter of intent.

2. Street Address of Property: 22 Harbor Point

Legal Description: Lot(s) 3 Block 1

Subdivision: Lorido Estates

3. Name of Applicant: Benjamin Leon, Jr.

Mailing Address of Applicant: 200 S. Biscayne Blvd. Suite 300, Miami, FL 33131

Business Telephone: 305-377-6227 Home: _____ Fax: _____

Email: MTapanes@brzoninglaw.com / RAlvarez@brzoninglaw.com

4. Name of Property Owner if Different from Applicant: _____

Address of Property Owner if Different from Applicant: _____

Business Telephone: _____ Home: _____ Fax: _____

Email: _____

5. Contact Person: Name _____ Address: _____

   Telephone: _____ Fax: _____ Email: _____

6. Name/address of anyone else who should receive notice of the hearing?

   _____

7. If applicant is owner, indicate date purchased: March 2021

8. If applicant is lessee, indicate date leased N/A Years N/A

9. Is there an option to purchase the property? Yes ( ) No (x)

10. Is the request the result of a violation notice? No If yes, attach a copy of the violation.

11. Existing use of property Vacant. If residential, how many apartments N/A ?

    Hotel units N/A ? If commercial, how many sq. ft. in your space N/A ?

    Single family home? Yes ( ) No (x)

12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary attach additional explanation.)

    N/A

    _____

13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:

    a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.

       See attached letter of intent.

       _____

       _____

    b. Is compatible with the surrounding land uses and would not be detrimental to the community.

       See attached letter of intent.

       _____

       _____

14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.

15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

SUPERVISORY VARIANCES ONLY

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature

ADMINISTRATIVE VARIANCES ONLY

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant: _____ Date _____

Signature of Owner: _____ Date _____

Application Received by: _____ Date _____

Approved by: _____ Date _____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

I, Benjamin Leon, Jr., being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, Benjamin Leon, Jr., hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of Applicant

Sworn to (or affirmed) and subscribed before me this 13th day of MAY 2025, by Benjamin Leon Jr.
Name of person making statement

Signature of Notary Public - State of Florida

ISABEL PEREZ
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

ISABEL PEREZ
MY COMMISSION # HH 616151
EXPIRES: March 24, 2029

****

Corporation Affidavit

I, _____, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____.
Name of person making statement

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Owner/Power of Attorney Affidavit

I, Benjamin Leon, Jr., being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: A Regulatory Variance

relative to my property, which is hereby made by me OR I am here by authorizing Bercow, Radell, Fernandez, Larkin & Tapanes PLLC to be my legal representative before the Village Council.

I, Benjamin Leon, Jr., hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this 13TH day of MAY 2025, by Benjamin Leon, Jr.
Name of person making statement

Signature of Notary Public - State of Florida

ISABEL PEREZ
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

ISABEL PEREZ
MY COMMISSION # HH 616151
EXPIRES: March 24, 2029

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250 Key Biscayne, FL 33149
Phone (305) 365-5512 Fax (305) 365-5556
www.keybiscayne.fl.gov

PLANNING AND ZONING APPLICATION

Submission Requirements

All plans must contain the following information:

1. Copies of plans: 2 copies 24" x 36" and 1 copy 8.5" x 11", each signed and sealed.
2. A current survey. The Building, Zoning, Planning and Public Works Director will determine if the age of the survey is not acceptable.
3. Site plan showing the location of all proposed structures.
4. Elevations for the entire structure(s).
5. Plans must be fully dimensioned and properly scaled.
6. Number of units, floor area ratio, setbacks, parking spaces, lot coverage, pervious area, building height, existing/proposed floor elevations, and landscape plan must be submitted. The Building, Zoning, Planning and Public Works Director may require additional information to be submitted or waive or modify the submission requirements.
7. For all applications except Administrative Variances, all property owners within 300 ft. of any property line must be notified of any request. The applicant is required to provide the Department with:
    a. Two (2) copies of the mailing list (on gummed labels) with the addresses.
    b. One (1) list with the legal descriptions
    c. One (1) map of the subject area showing the properties within 300 ft. of the subject property highlighted.
    d. A letter signed by the individual who prepared items 1-3 above certifying the accuracy of the mailing list.

The following companies are familiar with the Village's requirements for preparing the mailing list. They are provided as a courtesy and are not endorsed by the Village. The Village does not claim responsibility for the accuracy or timely acquisition of the information provided by these companies.

Carlos J. Maradiaga	(305) 207-1412
Consuelo Quintana	(305) 858-2287
Florida Real Estate Decisions	(305) 757-6884
Lopez Data Research	(305) 981-9893
Rio Development Services	(305) 498-1614

8. Color photographs of existing structures on the property.

FEE SCHEDULE

At the time of filing an application, the appropriate fee must be paid. The amount of the fee is based on the below schedule (calculation of the fee is cumulative for each line item):

1. Base application fee for any type of application (double the base fee if the application is the result of a violation).

Supervisory Variance (any type of use)	$ 150.00
Single family and duplex (Administrative and Regulatory Variance)	$ 400.00
Multiple Family (Administrative and Regulatory Variance)	$ 800.00
Commercial and Hotel (Administrative and Regulatory Variance)	$ 900.00
Site Plan Review Fees	
Administrative Review	$ 500.00
Village Council Review	$1,500.00
Appeal of an Administrative Decision	$1,000.00
Amendment to the Zoning and Land Development Regulations	$3,000.00
Change of Zoning District	$1,500.00
Amendment to the Comprehensive Plan	$3,000.00
Change of Land Use in the Comprehensive Plan	$3,000.00

2. Advertising fee if notice in a newspaper
   a. published in the Village — Actual Cost
   b. published in a newspaper that meets the requirements of Chapter 163 of Florida Statutes — Actual Cost
3. Mailing fee: — Actual Cost
4. Size of property — $ 100.00 per 10 acres or any fraction thereof
5. Number of hotel or apartment units — $ 150.00 per 15 units or any fraction thereof
6. Size of buildings - non residential only — $ 150.00 per 5,000 sq. ft. or any fraction thereof

APPEALS OF VILLAGE COUNCIL DECISIONS

For every application for an appeal of a decision by the Village Council, there shall be paid to the Building, Zoning, Planning and Public Works Department, for the processing for each and every application, a fee of six hundred dollars ($600.00), to be paid at the time of application. Site plan modification, where permitted, to appeal requests will be processed at an additional cost of six hundred dollars ($600.00).

PREPARATION OF CERTIFIED RECORD FOR COURT

For the purpose of court appeals, herein the Director for the Building, Zoning, Planning and Public Works Department is requested to make available the record upon which the decision of the Council is based, there shall be paid to the Development Services Department, for the preparation of a certified copy for the record, a fee of three hundred dollars ($300.00) to be paid at the time of request.

SCHEDULE OF MEETING DATES AND FEE SCHEDULE

All meetings are held at 7:00 PM in the Village of Key Biscayne Council Chamber at 560 Crandon Boulevard (Rear of Fire Rescue Station), Key Biscayne, Florida (unless noted otherwise). Please contact the Building, Zoning, Planning and Public Works Director to determine filing deadlines and meeting dates.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES

ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6227 office
305.377.6222 fax
mtapanes@brzoninglaw.com

May 21, 2025

VIA ELECTRONIC & HAND DELIVERY

Mr. Jeremy Calleros Gauger
Planning Director
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

Re: Regulatory Variance for the Property Located at 22 Harbor Point, Village of Key Biscayne, Florida

Dear Mr. Gauger:

We represent Benjamin Leon, Jr. (the "Applicant") in connection with the property located at 22 Harbor Point (the "Property") in the Village of Key Biscayne (the "Village"). This letter shall serve as the Applicant's letter of intent requesting a variance from the Village Code (the "Code") to allow a dock 101 feet in length, as more particularly described herein.

Property Background. According to the survey prepared by Fortin Leavy Skiles Inc., dated May 28, 2021, the Property is approximately 24,517 square feet (0.563 acres) in size and is located on the southwestern end of the Harbor Point peninsula. See Exhibit A, Survey. The Miami-Dade County Property Appraiser identifies the Property with Folio No. 24-5206-001-0030. See Exhibit B, Property Appraiser Summary Report. The subject site is currently vacant and has an existing dock that extends approximately 39.2 feet waterward. See Figure 1, Aerial, below. Pursuant to the Village GIS Map, the Property is designated Single Family Low Density Residential (SF-LD) and is zoned Village Estate. See Figure 2, GIS Map Excerpt, below. Pursuant to permit number B22-024737, the Applicant plans to construct an elegantly designed, modern 2-story residence at the Property.



Figure 1, Aerial.

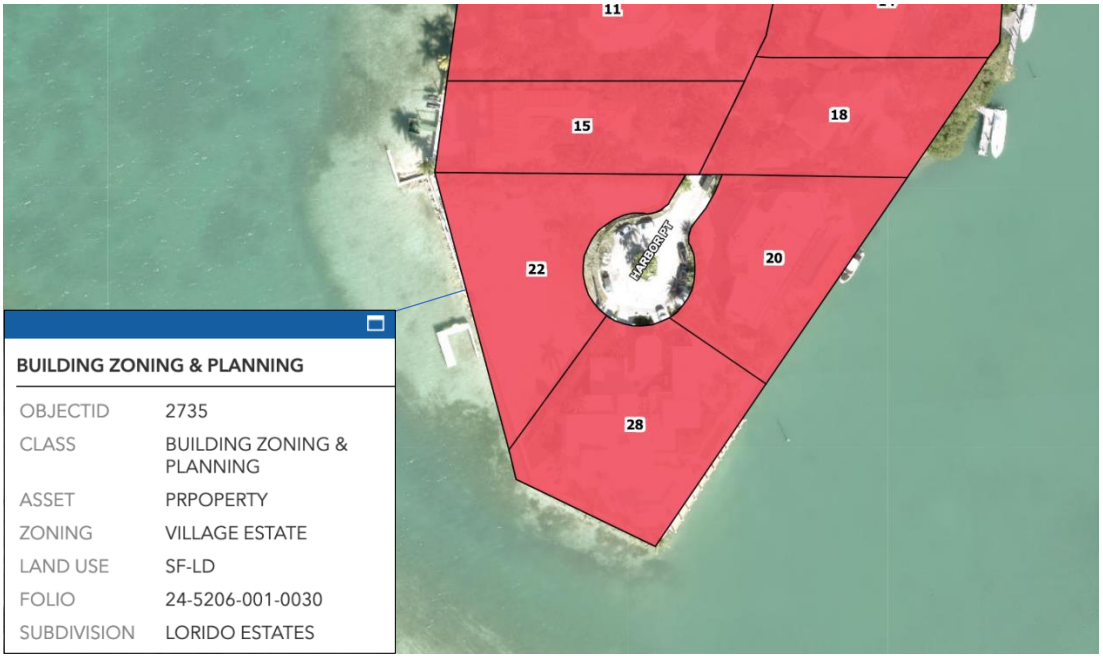


Figure 2, GIS Map Excerpt.

Project. The Applicant seeks to construct a modern dock extending 101 feet waterward (the "Project"). The existing dock is dilapidated and in disrepair. The Applicant proposes installing a state-of-the-art dock with new concrete piles, composite inlay decking, fender piles, mooring piles with iridescent silver reflective bands, railing with composite posts, and wave breaks. See Exhibit C, Proposed Plans. The Project will result in an elegantly designed, more resilient, and safe dock. The Florida Department of Environmental Protection ("FDEP") has granted an Environmental Resource Permit and Sovereignty Submerged Lands Authorization. See Exhibit D, FDEP Approval. The dock has also completed the Department of Environmental Resources Management ("DERM") review process and received preliminary approval.

The Applicant is conducting corresponding seawall and rip-rap improvements to make the seawall more resilient to erosion and to protect the Property from loss of soil and sinkholes. The Project will provide a safer dock through the installation of concrete piles driven to 25-ton minimum bearing capacity and new fender piles driven to a minimum 15-ton bearing capacity. The composite deck materials and structural integrity of the dock will create a safer walking surface for homeowners and guests. Notably, the Project will include comprehensive safety features for watercraft users, including 5" thick marine-grade iridescent silver reflective bands installed around the dolphin clusters.

According to an April 25, 2022 Biological Assessment Report by DERM, there is a heavy concentration of seagrass extending approximately 80 feet waterward into Biscayne Bay. See Exhibit E, Report. This is problematic given seagrass loss and water quality issues afflicting Biscayne Bay. The Applicant proposes extending the dock outward to 101 feet because alternative configurations would imperil seagrass. The FDEP Approval specifies that the Applicant "has placed the dock in the area with the least amount of [seagrass] resources while still providing sufficient depth for mooring." Seagrass beds are a crucial feeding ground for herbivorous grazers like manatees and sea turtles and form an important nursery habitat for several species of fish and invertebrates that later move to coral reefs upon maturity. The Applicant's goal is to balance the need for a functional dock, while protecting the delicate seagrass ecosystem and providing safety features for users of watercraft.

Variance Request. The Applicant respectfully requests approval of a Regulatory Variance of Section 30-100(f)(4)(b) of the Code to permit the Project's proposed waterward projection beyond the permitted 20 feet.

Background. In December 2011, upon the recommendation of the Dock Advisory Board, the Village adopted legislation that categorized waterfront properties in the Village within four area classifications: Hurricane Harbor & Smuggler's Cove; Biscayne Bay (a/k/a Bayfront

Properties); Inland Canals; and Nixon Beach. See Exhibit F, Ordinance 2011-15. The Property was classified as within Smuggler's Cove. Properties located just north of the subject site, on the same side of the Harbor Point peninsula, were classified within the Bayfront Properties area. Hurricane Harbor and Smuggler's Cove properties are permitted docks that "project a maximum of 20 ft. or 20% of the Waterway width, whichever is less." Bayfront Properties are permitted docks that "project a maximum of 40 ft. from the property line." The Code, however, further states: "Notwithstanding the foregoing, a dock, including mooring piles, shall be permitted to project a maximum of 100 ft. from the property line for properties located at 1,3,5,7,9, & 11 Harbor Point if the adjacent property owner(s) consent in writing." Additionally, where the property line of one of the designated parcels is concave or convex, one side of the dock may project up to 6 feet beyond the maximum permitted length. The designated parcels, 1,3,5,7,9 and 11 Harbor Point, are substantially similar to the Property in terms of location and waterward conditions. See Figure 3, Designated Parcels (identified by a yellow star), below.



Figure 3, Designated Parcels.

The Applicant's existing dock is legally nonconforming as it extends approximately 39.2 feet waterward. See Exhibit A, Survey. Per Section 30-30 of the Code, legally established nonconforming structures may continue to be used and maintained. However, the existing dock is in an exceedingly deteriorated condition. Moreover, because of the concentration of seagrass

within 80 feet of the Property waterward, continued dock operations at the location of the existing dock would compromise the seagrass ecosystem and the safety of watercraft users. Therefore, a new modern dock extending 101 feet is necessary to have a usable and safe structure.

Variance Criteria. Approval of the Regulatory Variance Request complies with the criteria set forth in Section 30-63 of the Code. Specifically, Section 30-63(a) provides that an application for a variance shall be approved only if it demonstrates all of the following:

1) *The Variance will result in conditions that maintain and are consistent in all material respects with the intent and purpose of these Regulations, and that the general welfare, stability and appearance of the community will be protected and maintained; and*

The construction of a modern, aesthetically pleasing dock will allow the homeowners to enjoy the Property's access to the water, as is intended for waterfront properties in the zoning district. The Variance will maintain the purpose of the Village Code and general welfare will be protected. The Project will provide a safer dock through the installation of high-bearing capacity concrete piles and fender piles that support the new composite deck. The structural integrity and material of the dock will create a safer walking surface for visitors and residents. In addition, the Project will protect the general welfare by including comprehensive safety features for users of watercraft, such as mooring piles with 5" thick iridescent silver reflective bands.

The Project provides for the preservation and protection of natural resources because the Project will protect and preserve seagrass, which improves water quality and provides nursing areas and food resources for a multitude of marine species. Sec. 253-04(3)(a), Florida Statutes, states that "preservation and regeneration of seagrass … is deemed essential to the oceans, gulfs, estuaries, and shorelines of the state." The Project will preserve crucial seagrass beds in Biscayne Bay while protecting the safety of watercraft users.

2) *The Variance will be compatible with the surrounding land Uses, and otherwise consistent with these Regulations and the Comprehensive Plan, and will not be detrimental to the community.*

The Property is within the Single Family Low Density Residential land use category, which is intended to allow for the use of single family, detached homes on lots of at least 15,000 square feet of net area. The dock in question is consistent with the allowable uses within this land use category and, as a result, is compatible with the surrounding land uses and will have no negative impact on the community.

The Project will not be detrimental to neighbors or injurious to the area because a more resilient dock and sea wall will result in a safer waterway for those who navigate it. The Project will have minimal impact on the homeowners on the waterway or anyone who passes through the waterway because the additional distance requested does not interfere with the navigable waterway and the dock will provide comprehensive safety features. The proposed dock is compliant with the Regulatory and Economic Resources D5 Triangle and the Section 30-100(f)(4)(b) Village Triangle requirements. The Project is in harmony with docks that are permitted for neighbors to the Property's north and will not negatively impact the community.

Conclusion. Based on the foregoing information, we respectfully request your recommendation for approval of the Variance Request and that this matter be scheduled for public hearing as soon as possible. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6227.

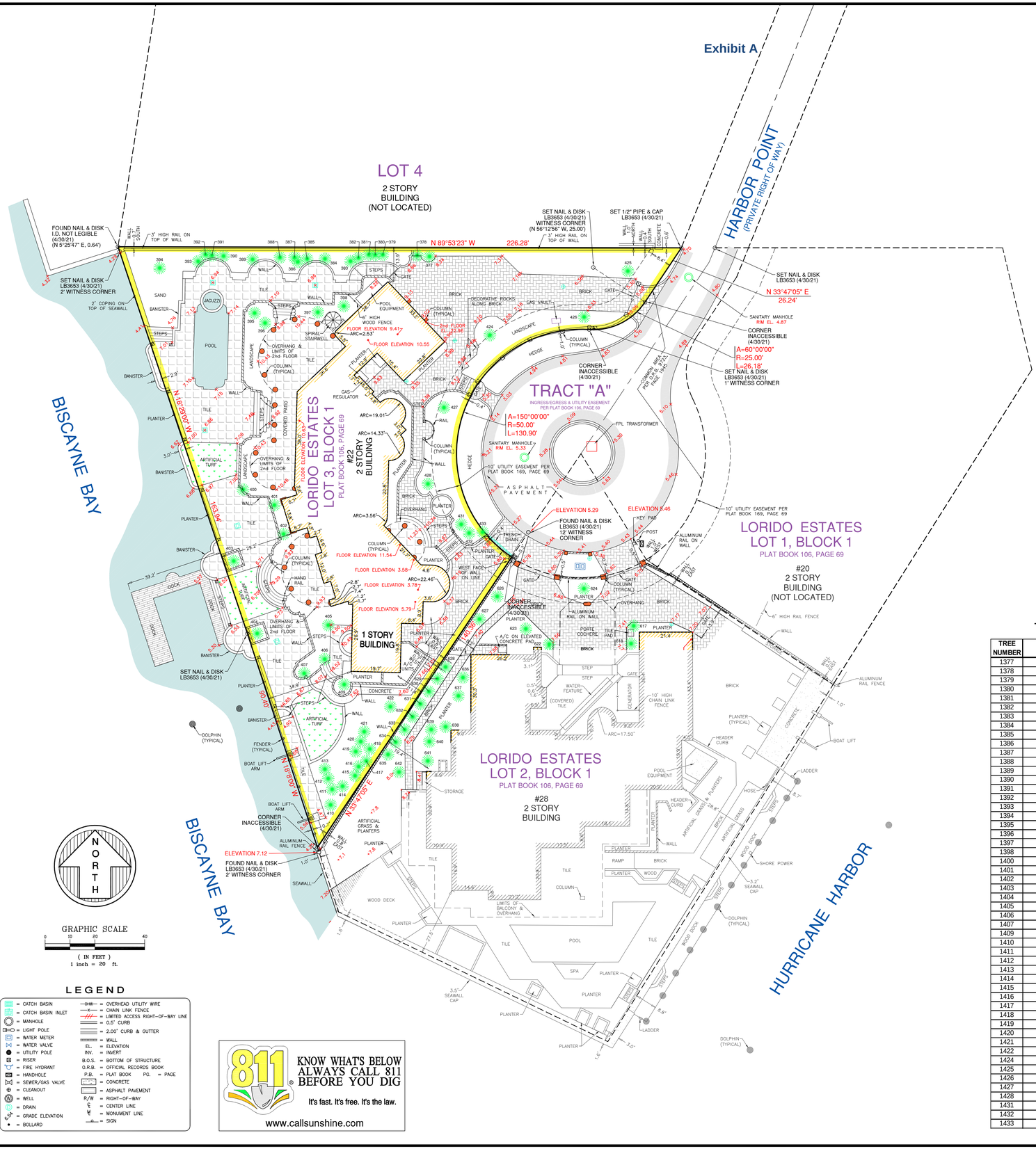
Very truly yours,

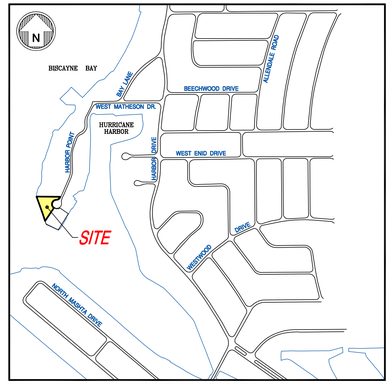


Melissa Tapanes Llahues

CC: Tom Robertson, Esq.
Roberto Alvarez, Esq.

Exhibit A





LOCATION SKETCH
NOT TO SCALE

TREE TABLE - 5/28/21

TREE NUMBER	COMMON NAME	D.B.H. (INCHES)	HEIGHT (FEET)	SPREAD (FEET)
1377	Fan Palm	3x12 M/T	25	18
1378	Fan Palm	12	14	15
1379	Ficus	30 M/T	40	15
1380	Ficus	12	40	10
1381	Ficus	12	40	10
1382	Fan Palm	3x12	35	10
1383	Fan Palm	3x12	35	10
1384	Fan Palm (Cluster)	60" M/T	40	30
1385	Fan Palm	2x12	40	25
1386	Fan Palm	10	4	10
1387	Fan Palm	12	30	10
1388	Fan Palm (Cluster)	60 M/T	40	25
1389	Fan Palm (Cluster)	60 M/T	40	25
1390	Fan Palm	12	2	8
1391	Fan Palm	12	2	8
1392	Fan Palm	12	2	8
1393	Fan Palm	12	2	8
1394	Coconut Palm	10	30	25
1395	Robellini (Cluster)	48 M/T	30	25
1396	Robellini (Cluster)	42 M/T	30	18
1397	Robellini (Cluster)	48 M/T	18	25
1398	Washingtonian	12	28	14
1400	Robellini (Cluster)	72 M/T	35	30
1401	Thatch Palm	5	12	8
1402	Thatch Palm	4	14	6
1403	Date Palm	24	38	25
1404	Date Palm	18	38	22
1405	Pink Trumpet	14	24	20
1406	Pink Trumpet	18	25	30
1407	Biota	6	6	8
1409	Robellini	5x4 M/T	18	15
1410	Cabbage Palm	2x10	6	12
1411	Cabbage Palm	12	20	12
1412	Cabbage Palm	12	14	16
1413	Cabbage Palm	12	12	10
1414	Cabbage Palm	2x10	8	18
1415	Beauty Leaf	3	10	5
1416	Beauty Leaf	5	22	5
1417	Beauty Leaf	5	22	6
1418	Beauty Leaf	4	22	6
1419	Oleander	4	10	6
1420	Oleander	20 M/T	20	15
1421	Washingtonian	2x14	6	16
1422	Robellini (Cluster)	72 M/T	24	20
1424	Robellini (Cluster)	60 M/T	26	32
1425	Robellini (Cluster)	48 M/T	18	20
1426	Date Palm	36	40	18
1427	Oak	36	40	50
1428	Date Palm	18	40	20
1431	Date Palm	14	40	20
1432	Pink Trumpet	10	20	18
1433	Robellini	10	12	10

LEGAL DESCRIPTION:

Lot 3, Block 1, of LORIDO ESTATES, according to the plat thereof as recorded in Plat Book 106 at Page 69 of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- This site lies in Section 6, Township 55 South, Range 42 East, Village of Key Biscayne, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lands shown hereon were NOT abstracted for restrictions, easements and/or rights-of-way of records.
- Bearings hereon are referred to an assumed value of N 56°12'55" W for the Northeasterly line of Lot 2, and evidenced by (2) two set nails & disks.
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Benchmark No. KB-53-R, Elevation +4.05 Located in December 2020 at Beechwood Drive and Harbor Drive.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 10) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12086C0483L, for Community No. 120648, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Lands shown hereon containing 24,517 square feet, or 0.563 acres, more or less.
- Improvements shown beyond the (scope/limits) of this boundary & topographic survey may not be current or located.
- All horizontal control measurements are within a precision of 1:10,000.
- This map is intended to be displayed at the graphic scale shown hereon or smaller.
- Roof overhang not located unless otherwise shown.
- Trees shown are surveyed for their horizontal location and/or size. Identification and/or name verification of all trees should be confirmed by the Division of Forestry, a certified Arborist or a professional in that field.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- The approximate location of all utilities shown hereon were determined from As-Built plans and/or on-site locations and should be verified before construction.
- Legal description shown hereon based on information furnished by client and no claims as to ownership are made or implied.

SURVEYOR'S CERTIFICATION:

This is to certify that this "Boundary and Topographic Survey" was made under my responsible charge on May 28, 2021, in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
The fieldwork was completed on May 28, 2021.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: _____
Daniel C. Fortin Jr, For The Firm
Surveyor and Mapper, LS6435
State of Florida.

LEGEND

- CATCH BASIN
- CATCH BASIN INLET
- MANHOLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- UTILITY POLE
- RISER
- FIRE HYDRANT
- HANDHOLE
- SEWER/GAS VALVE
- CLEANOUT
- WELL
- DRAIN
- GRADE ELEVATION
- BOLLARD
- OHW = OVERHEAD UTILITY WIRE
- CHAIN LINK FENCE
- LIMITED ACCESS RIGHT-OF-WAY LINE
- 0.5" CURB
- 2.00" CURB & GUTTER
- WALL
- EL. = ELEVATION
- INV. = INVERT
- B.O.S. = BOTTOM OF STRUCTURE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK PG. = PAGE
- CONCRETE
- ASPHALT PAVEMENT
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- M = MONUMENT LINE
- SIGN

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This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an Instrument of Service not to be Reproduced in Whole or in Part without the Express WRITTEN Permission of Same.

No.	O.N.	Revision Description

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 0000365
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

ALTA/NSPS LAND TITLE SURVEY

22 HARBOR POINT, KEY BISCAYNE, FL 33149
VILLAGE OF KEY BISCAYNE, MIAMI-DADE COUNTY, FLORIDA

Original Date	5/28/21
Scale	1" = 20'
Drawn By	DWF
CAD No.	201049
Plotted	5/5/21 4:14p
Ref. Dwg.	2020-127
Field Book	658/78-80 - SJD
Job No.	201085
Dwg. No.	2020-198
Sheet	1 of 1

Exhibit B

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/25/2023

Property Information	
Folio:	24-5206-001-0030
Property Address:	22 HARBOR PT Key Biscayne, FL 33149-1716
Owner	KB OFFSHORE HOLDINGS LLC C/O ALFREDO D XIQUES
Mailing Address	2950 SW 27 AVE STE 100 MIAMI, FL 33133 USA
PA Primary Zone	2000 ESTATES - GENERAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	26,846 Sq.Ft
Year Built	1993



Assessment Information			
Year	2022	2021	2020
Land Value	$12,349,160	$8,894,000	$10,738,400
Building Value	$31,407	$2,685,000	$0
XF Value	$1,223	$123,675	$10,000
Market Value	$12,381,790	$11,702,675	$10,748,400
Assessed Value	$12,381,790	$10,898,877	$10,748,400

Benefits Information				
Benefit	Type	2022	2021	2020
Save Our Homes Cap	Assessment Reduction		$803,798	
Homestead	Exemption		$25,000	$25,000
Second Homestead	Exemption		$25,000	$25,000

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

Short Legal Description
LORIDO ESTS PB 106-69
LOT 3 BLK 1 &
PROP INT IN & TO COMMON ELEMENTS
LOT SIZE 26846 SQ FT
OR 20500-1947 06/2002 4

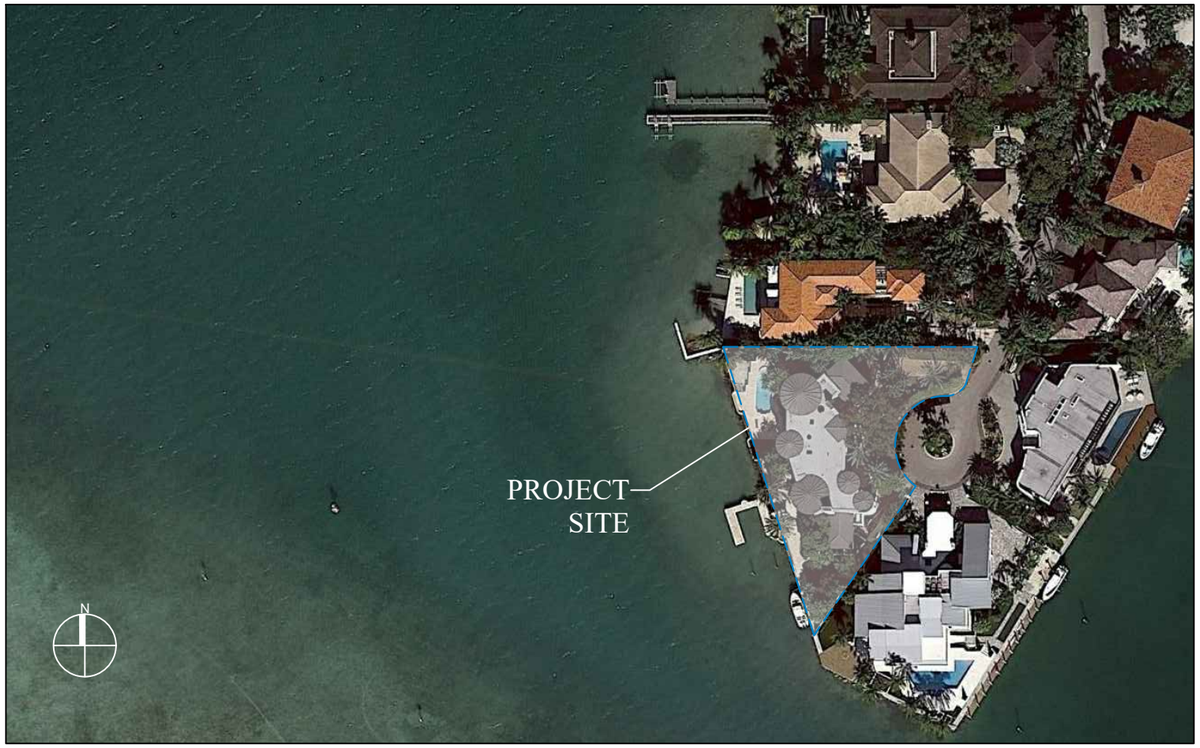
Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$0	$50,000	$50,000
Taxable Value	$12,381,790	$10,848,877	$10,698,400
School Board			
Exemption Value	$0	$25,000	$25,000
Taxable Value	$12,381,790	$10,873,877	$10,723,400
City			
Exemption Value	$0	$50,000	$50,000
Taxable Value	$12,381,790	$10,848,877	$10,698,400
Regional			
Exemption Value	$0	$50,000	$50,000
Taxable Value	$12,381,790	$10,848,877	$10,698,400

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
03/23/2021	$15,000,000	32436-4677	Qual by exam of deed
09/01/2007	$0	25959-0344	Sales which are disqualified as a result of examination of the deed
07/01/2006	$0	25075-4521	Sales which are disqualified as a result of examination of the deed
06/01/2005	$12,900,000	23488-2875	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

Exhibit C



LOCATION MAP AND LEGAL DESCRIPTION



PROJECT SITE LOCATION:
22 Harbor Point
Key Biscayne, FL 33149

LATITUDE: 25°41'20.07"N
LONGITUDE: 80°10'33.16"W

FOLIO No.: 24-5206-001-0030

LEGAL DESCRIPTION:

LORIDO ESTS PB 106-69

LOT 3 BLK 1 &

PROP INT IN & TO COMMON ELEMENTS

LOT SIZE 26846 SQ FT

OR 20500-1947 06/2002 4

COC 25959-0344 09 2007 5

GENERAL NOTES:

1. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
2. ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
3. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
4. IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
5. APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2023 8th EDITION (AND CURRENT ADDENDUMS).
6. APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
7. DO NOT SCALE DRAWINGS FOR DIMENSIONS.
8. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
9. CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
10. ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
11. ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
12. LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
13. THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
14. ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
15. THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CO3333NSTRUCTION DEBRIS.

DESIGN CRITERIA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

1. FLORIDA BUILDING CODE (FBC), 2023 8th EDITION.
2. ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
3. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
4. NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
5. EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.

IN THE EVEN OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

DOCK LL: 60 PSF

BOLTS: ALL BOLTS SHALL BE 316 STAINLESS STEEL OR GALVANIZED, UNLESS OTHERWISE NOTED.

REBAR: ALL REBAR TO BE GALVANIZED GRADE 60 OR BETTER, UNLESS OTHERWISE NOTED.

CONCRETE

1. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
2. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
3. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
4. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
5. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
6. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

WOOD

1. PRIMARY WOOD FRAMING MEMBERS SHALL BE NUMBER 1 PRESSURE TREATED MARINE GRADE TEK SOUTHERN PINE, OR BETTER.

PILE DRIVING NOTES

1. ALL PILES TO BE INSPECTED BY ENGINEER TEAM PRIOR TO INSTALL.
2. ENGINEER TO OBSERVE PILE DRIVING TO PREPARE PILE LOG.
3. PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
4. PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
5. PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 15 TON (WOOD)/ (25-TON (CONCRETE) BEARING CAPACITY.
6. PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
7. PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN ¼" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
8. WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.

CALL 811 FOR UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

CLIENT:
MR. MICHAEL SHEALY

22 Harbor Point
Key Biscayne, Florida 33149

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
359 Alcazar Avenue, Suite 200
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO J. GONZALEZ P.E.

2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo J. Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	March 28, 2025 - VD

PROJECT:21-11375

PROJECT LOCATION & NOTES

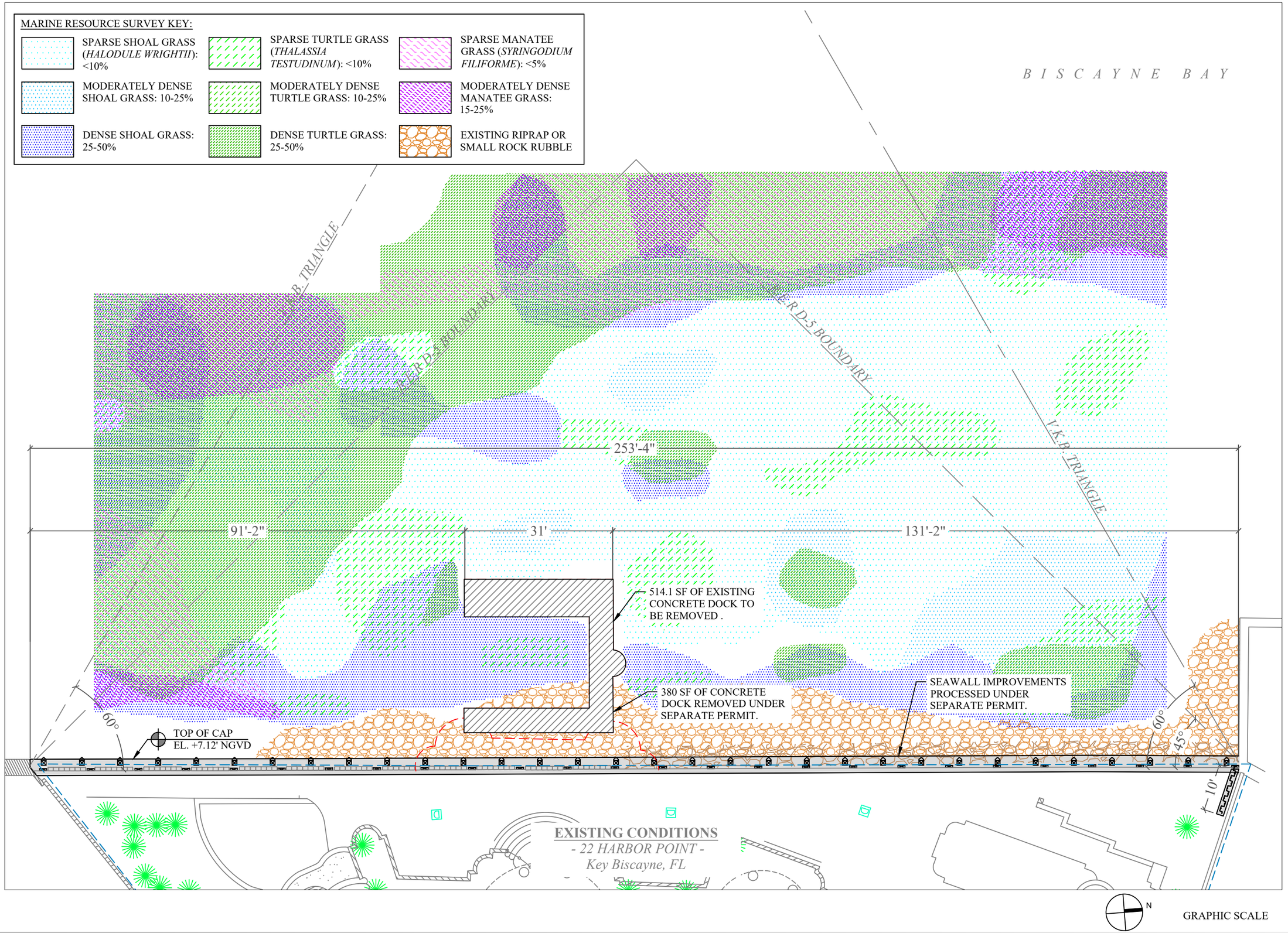
SCALE : AS SHOWN

SHEET NO.

S-1

MARINE RESOURCE SURVEY KEY:

- SPARSE SHOAL GRASS (*HALODULE WRIGHTII*): <10%
- SPARSE TURTLE GRASS (*THALASSIA TESTUDINUM*): <10%
- SPARSE MANATEE GRASS (*SYRINGODIUM FILIFORME*): <5%
- MODERATELY DENSE SHOAL GRASS: 10-25%
- MODERATELY DENSE TURTLE GRASS: 10-25%
- MODERATELY DENSE MANATEE GRASS: 15-25%
- DENSE SHOAL GRASS: 25-50%
- DENSE TURTLE GRASS: 25-50%
- EXISTING RIPRAP OR SMALL ROCK RUBBLE



EXISTING CONDITIONS
- 22 HARBOR POINT -
Key Biscayne, FL

N

GRAPHIC SCALE

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

CLIENT:
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PERMIT DRAWINGS

Issue #	Issue Date
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PROJECT:21-11375

EXISTING CONDITIONS

SCALE : AS SHOWN
SHEET NO.

S-2

MARINE RESOURCE SURVEY KEY:

- SPARSE SHOAL GRASS (*HALODULE WRIGHTII*): <10%
- SPARSE TURTLE GRASS (*THALASSIA TESTUDINUM*): <10%
- SPARSE MANATEE GRASS (*SYRINGODIUM FILIFORME*): <5%
- MODERATELY DENSE SHOAL GRASS: 10-25%
- MODERATELY DENSE TURTLE GRASS: 10-25%
- MODERATELY DENSE MANATEE GRASS: 15-25%
- DENSE SHOAL GRASS: 25-50%
- DENSE TURTLE GRASS: 25-50%
- EXISTING RIPRAP OR SMALL ROCK RUBBLE

DOCK SQUARE FOOTAGE BREAKDOWN

• ELEVATED SECTION	821 SF	89%
• LOWER SECTION	100 SF	11%
TOTAL:	**921 SF**	**100%**

B I S C A Y N E B A Y

253'-4"

103'-1"

45'

105'-7"

V.K.B. TRIANGLE

(9) NEW 12" DIA. WOOD FENDER PILES TO EXTEND 6-FT ABOVE DECK WITH (2) S-CLEATS AND (1) RUBBER D-FENDER EACH.

(4) NEW STEPS FROM EL. +7.12' NGVD TO EL +5.12' NGVD. WITH IPE POST AND STAINLESS STEEL CABLE RAILING.

(3) NEW 12" DIA. WOOD MOORING PILES TO EXTEND 6-FT ABOVE DECK ELEVATION WITH (2) S-CLEATS AND (1) RUBBER D-FENDER SECURED TO EACH.

INGRESS EGRESS

55' VESSEL

36' VESSEL

10' 17' 10' 18' 10'

9'-6"

5'

10'

15'

12'

1'

6'

TOP OF DOCK EL. +5.12' NGVD

59 LF OF NEW WAVE BREAKS TO BE INSTALLED BELOW DOCK.

TOP OF DOCK EL. +7.12' NGVD

86 LF OF NEW RAILING WITH 4"x4" COMPOSITE POSTS (MATCH DECK COLOR) & STAINLESS CABLES. SEE DETAIL "2" ON S-8.

+1 MLW CONTOUR LINE

R.E.R.D-5 BOUNDARY

101'

94'-6"

115 LF OF NEW RAILING WITH 4"x4" COMPOSITE POSTS (MATCH DECK COLOR) & STAINLESS STEEL CABLES. SEE DETAIL "2" ON S-8.

86'

EXISTING DOCK FOOTPRINT.

NEW 921 SF CONCRETE EDGE BEAM WITH ½" SPACED COMPOSITE INLAY DECKING. DOCK SUPPORTED BY (17) CONCRETE PILE CAPS AND (37) 12x12" P.S. CONCRETE PILES AND (8) 12"x12" CONCRETE BATTER PILES.

SEAWALL IMPROVEMENTS AND RIP-RAP PROCESSED UNDER SEPARATE PERMIT CLI-2021-0611.

60° 45°

TOP OF CAP EL. +7.12' NGVD

10'

A S-5

PROPOSED CONDITIONS

- 22 HARBOR POINT -

Key Biscayne, FL

NOTE: MARINE RESOURCE SURVEY CONDUCTED BY OCEAN CONSULTING ON APRIL 11, 2024.

N

GRAPHIC SCALE

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

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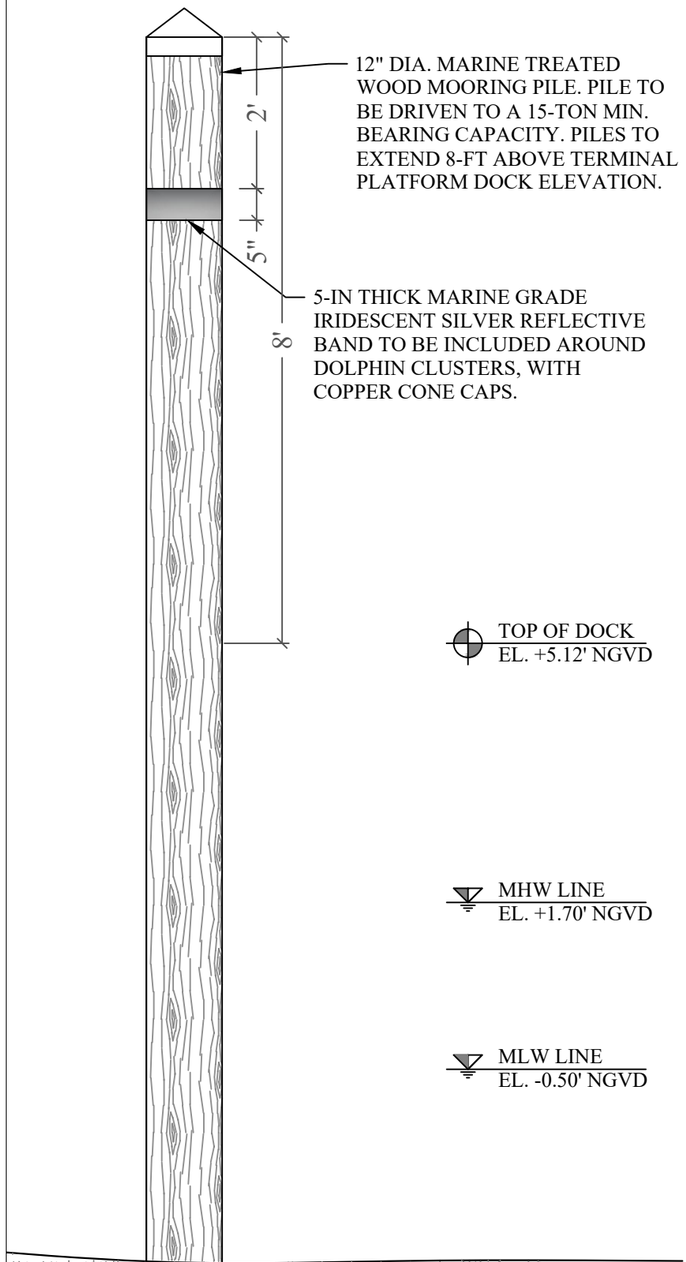
PROJECT:21-11375

PROPOSED CONDITIONS

SCALE : AS SHOWN

SHEET NO.

S-3



MOORING PILE DETAILS 1/S-3.1

SCALE: ½" = 1'-0"



N

GRAPHIC SCALE

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

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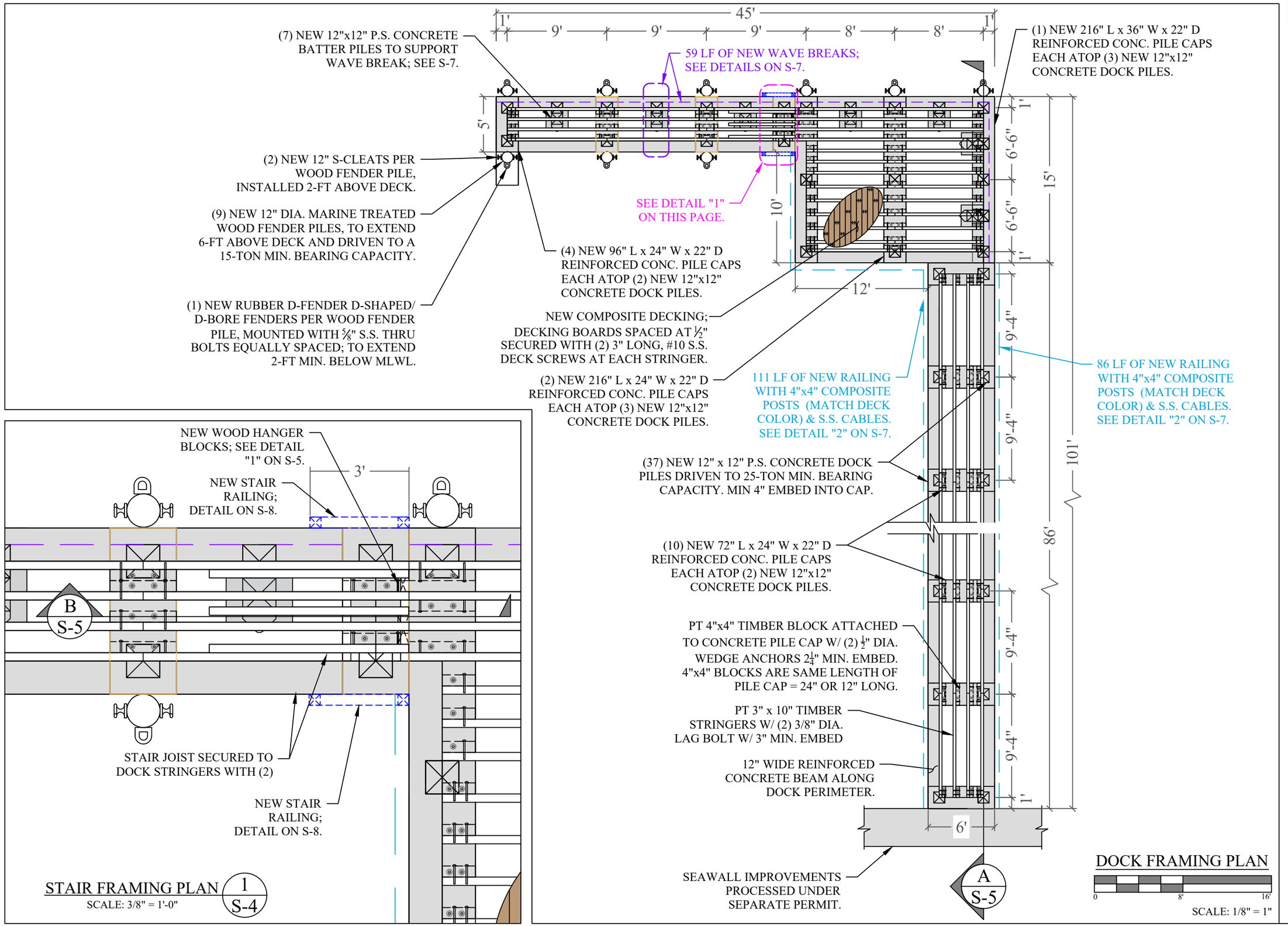
PROJECT:21-11375

MOORING PILE DETAIL & ESTIMATED CHANNEL BOUNDARY

SCALE : AS SHOWN

SHEET NO.

S-3.1



STAIR FRAMING PLAN 1/S-4
SCALE: 3/8" = 1'-0"

DOCK FRAMING PLAN
0 8' 16'
SCALE: 1/8" = 1"

22 HARBOR POINT DOCK PROJECT

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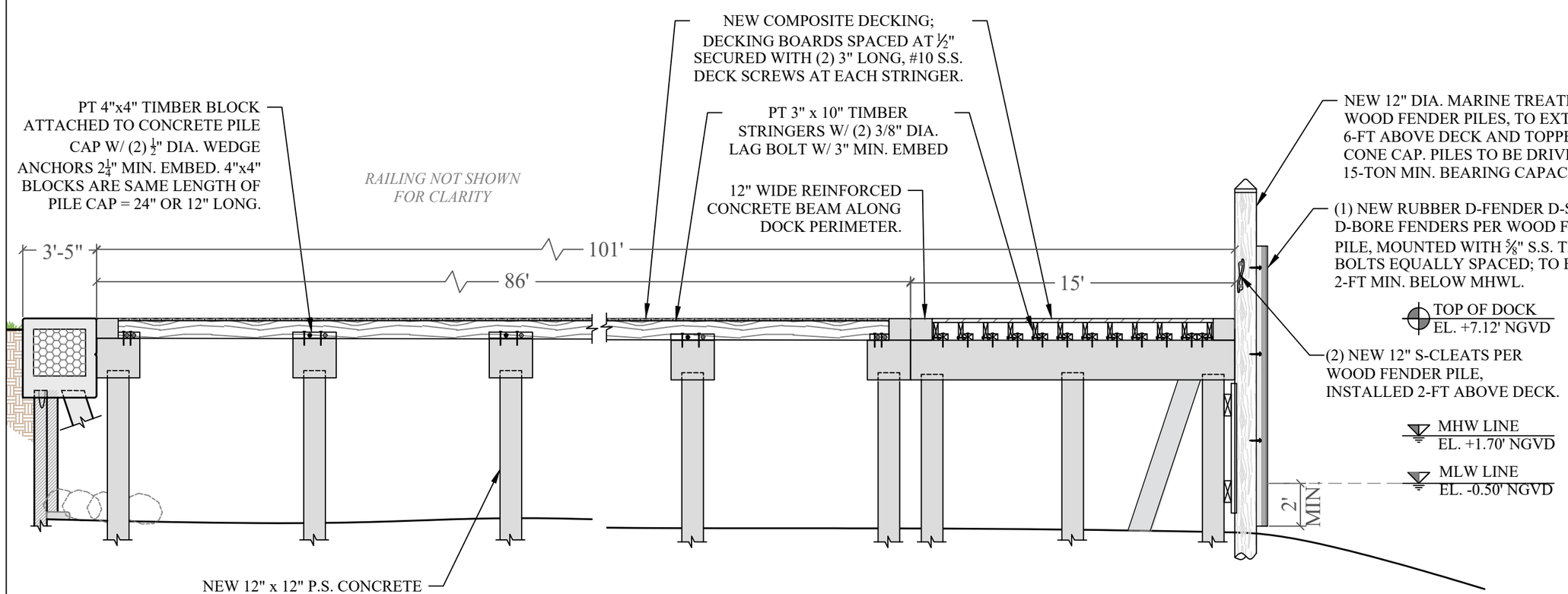
PERMIT DRAWINGS

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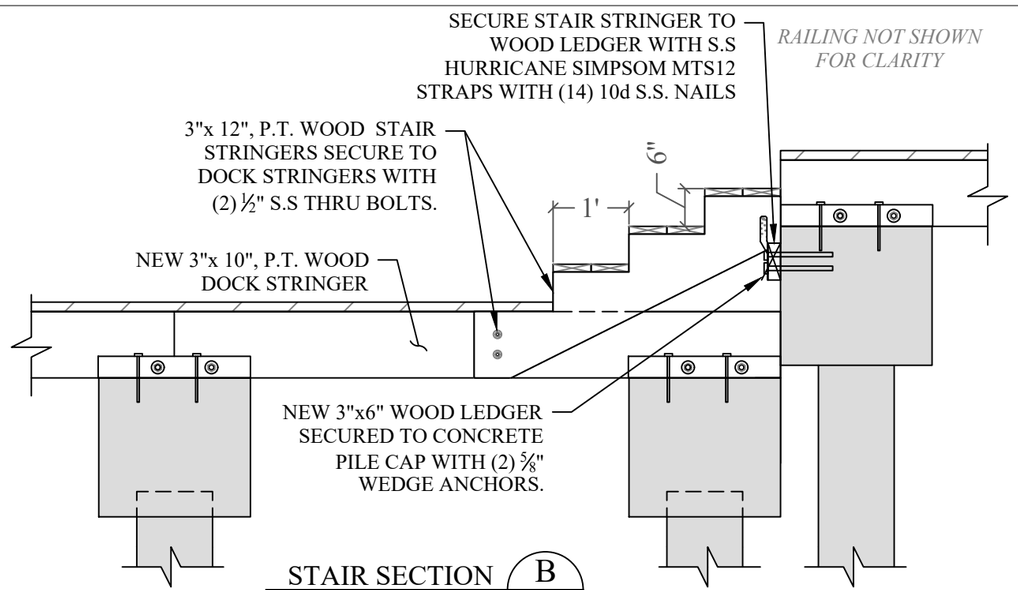
PROJECT:21-11375

FRAMING PLANS

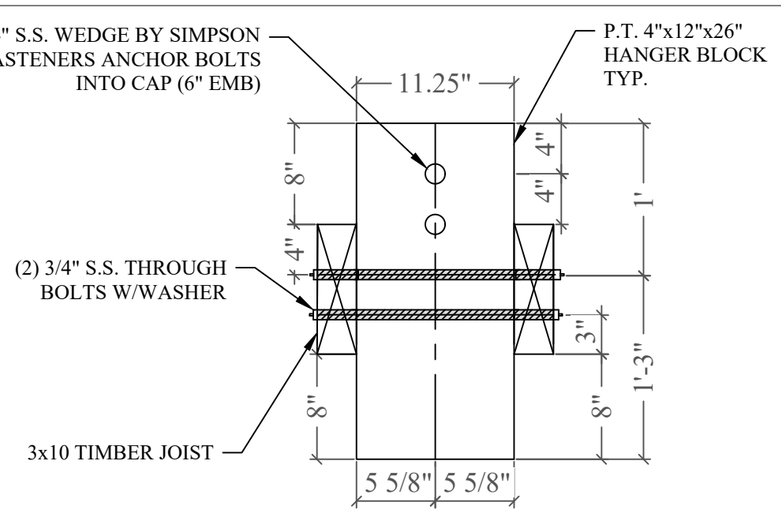
SCALE : AS SHOWN
SHEET NO.
S-4



DOCK SECTION A / S-5
SCALE: 3/16" = 1'-0"



STAIR SECTION B / S-5
SCALE: 3/16" = 1'-0"



HANGER BLOCK DETAIL 1 / S-5
SCALE: 3/16" = 1'-0"

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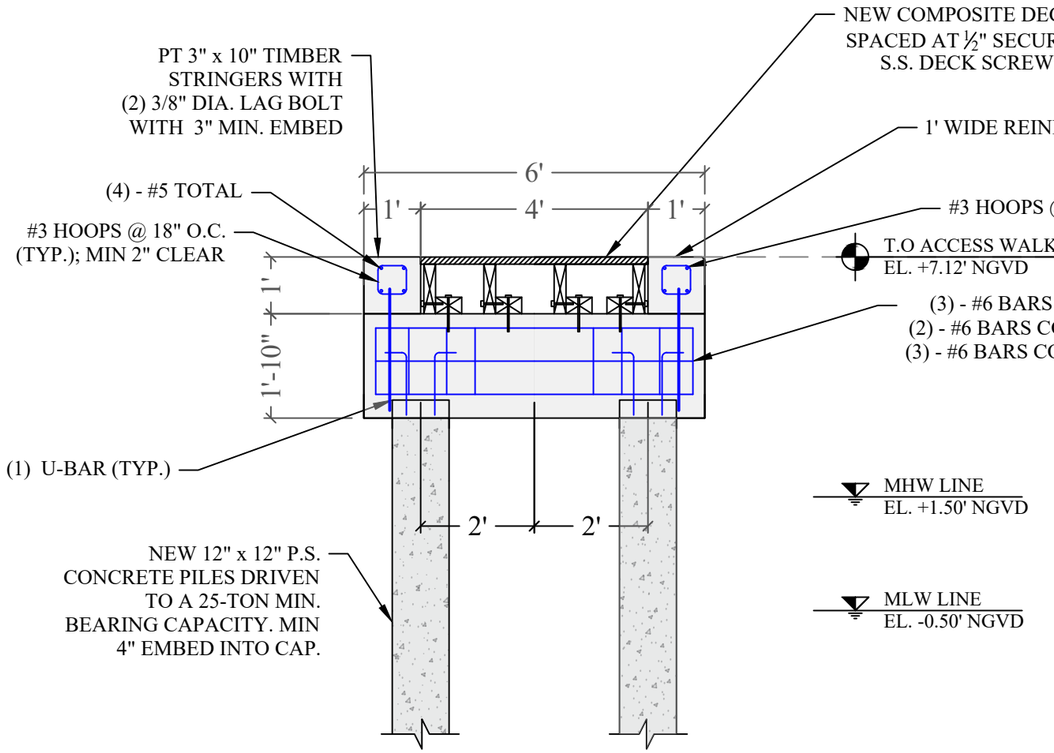
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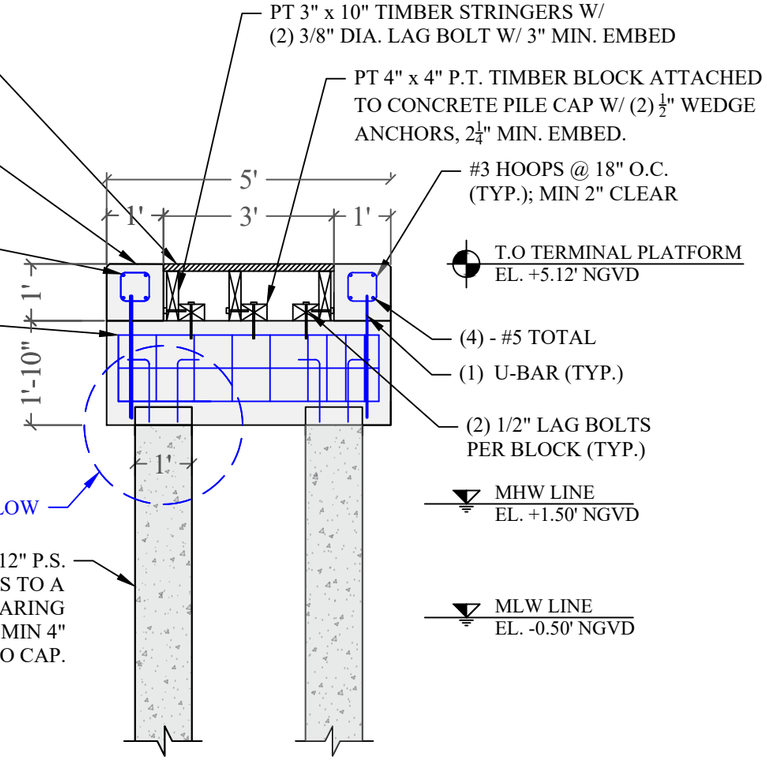
PROJECT:21-11375

DOCK SECTIONS AND HANGER BLOCK DETAIL

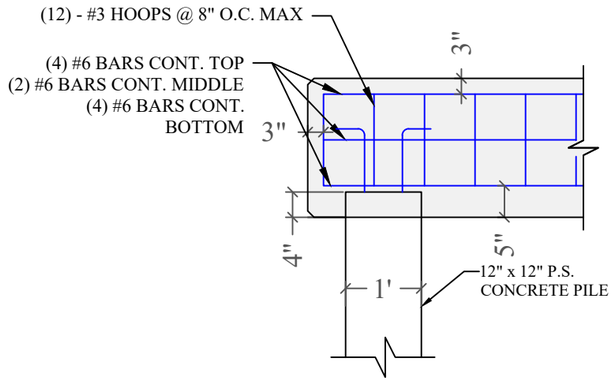
SCALE : AS SHOWN
SHEET NO.
S-5



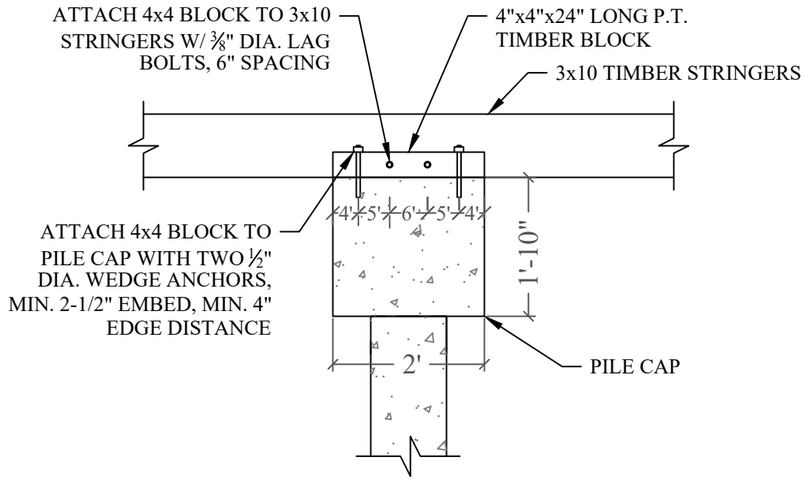
ACCESS PIER SECTION 1 / S-6
SCALE: ⅜" = 1'-0"



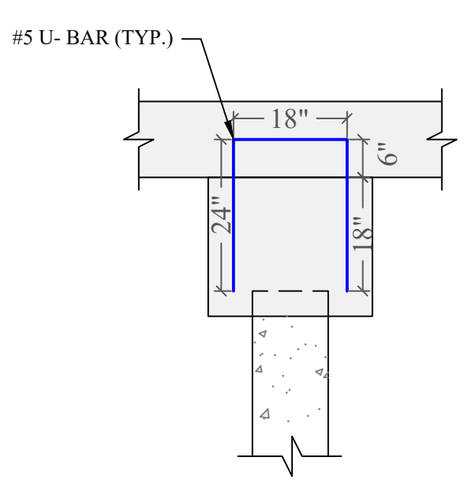
TERMINAL PLATFORM SECTION 2 / S-6
SCALE: ⅜" = 1'-0"



PILE CONNECTION CLOSE-UP 3 / S-6
SCALE: ½" = 1'-0"



4x4 BLOCK DETAIL 4 / S-6
SCALE: ½" = 1'-0"



U-BAR DETAIL 5 / S-6
SCALE: ½" = 1'-0"

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

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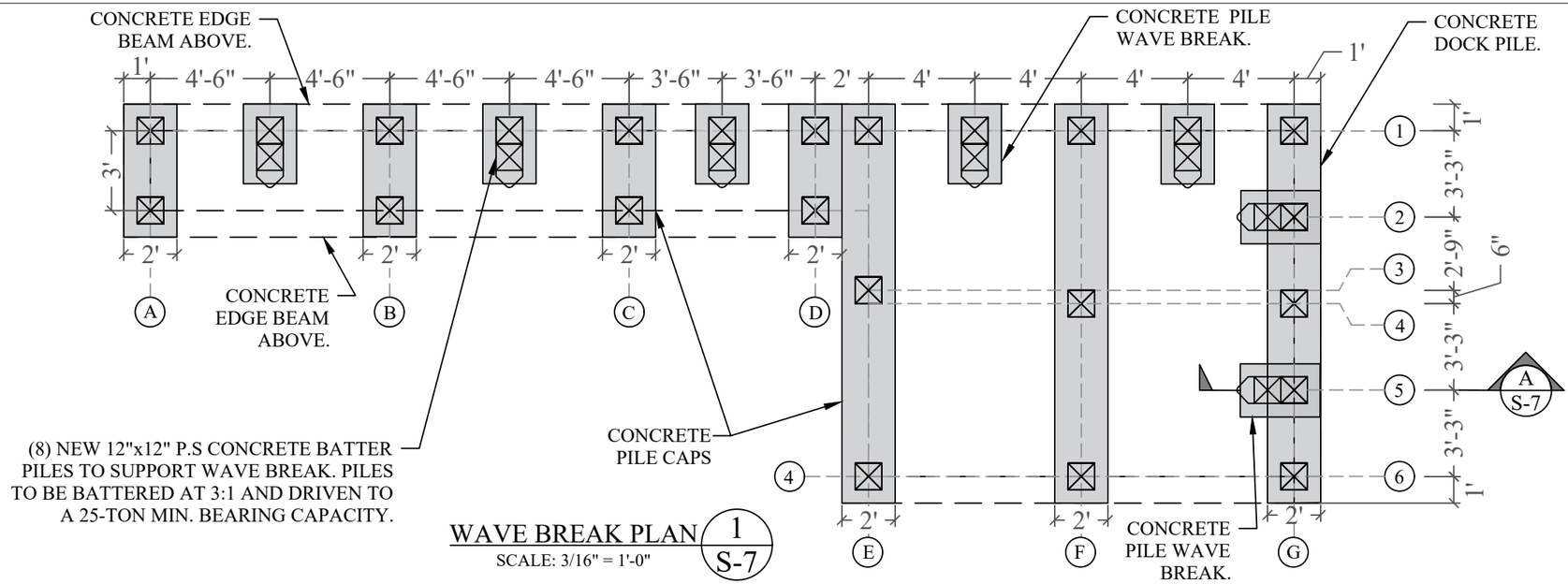
PERMIT DRAWINGS

Issue #	Issue Date
1	March 28, 2025 - VD

PROJECT:21-11375

WAVE BREAK DETAILS

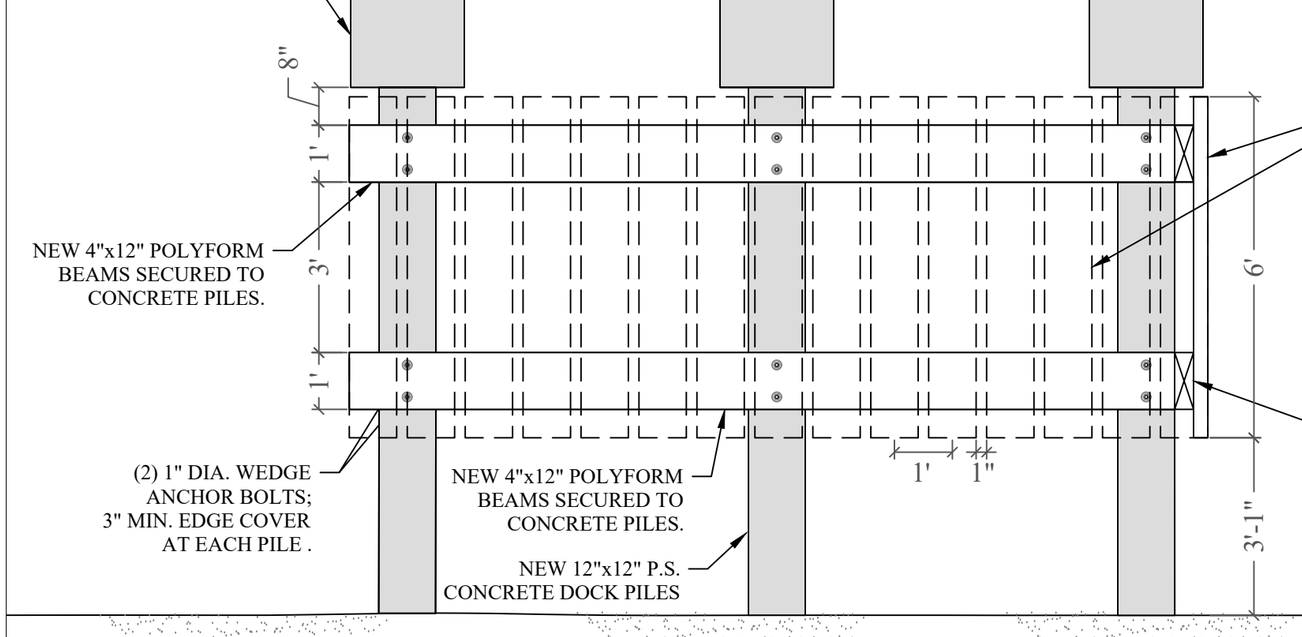
SCALE : AS SHOWN
SHEET NO.
S-6



WAVE BREAK PLAN 1/S-7

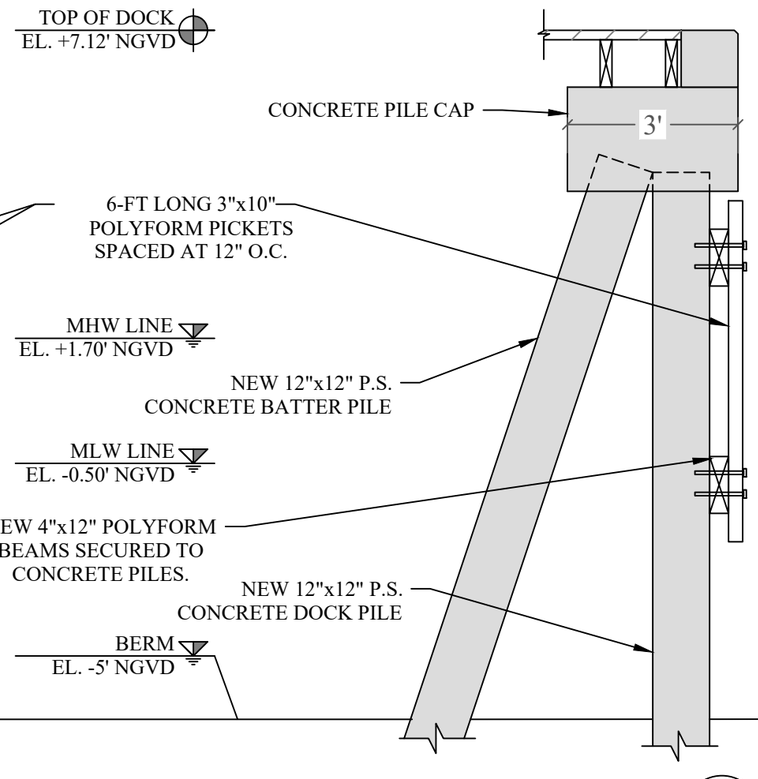
SCALE: 3/16" = 1'-0"

FENDER PILES NOT SHOWN FOR CLARITY.



WAVE BREAK ELEVATION 1/S-7

SCALE: 3/8" = 1'-0"



WAVE BREAK ELEVATION A/S-7

SCALE: 3/8" = 1'-0"

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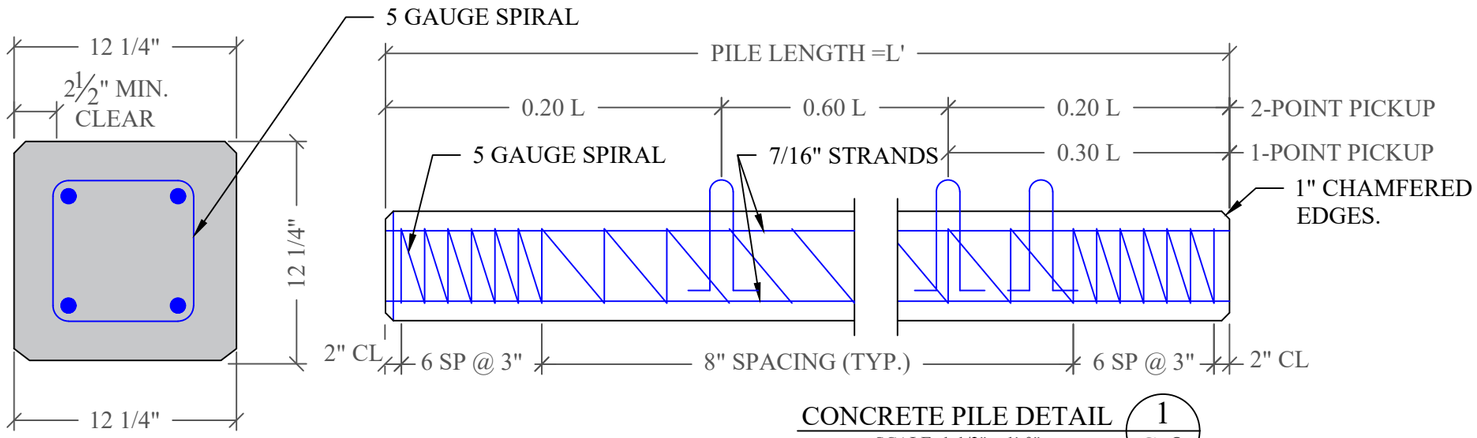
PROJECT:21-11375

WAVE BREAK DETAILS

SCALE : AS SHOWN

SHEET NO.

S-7



CONCRETE PILE DETAIL 1 / S-8
SCALE: 1-1/2" = 1'-0"

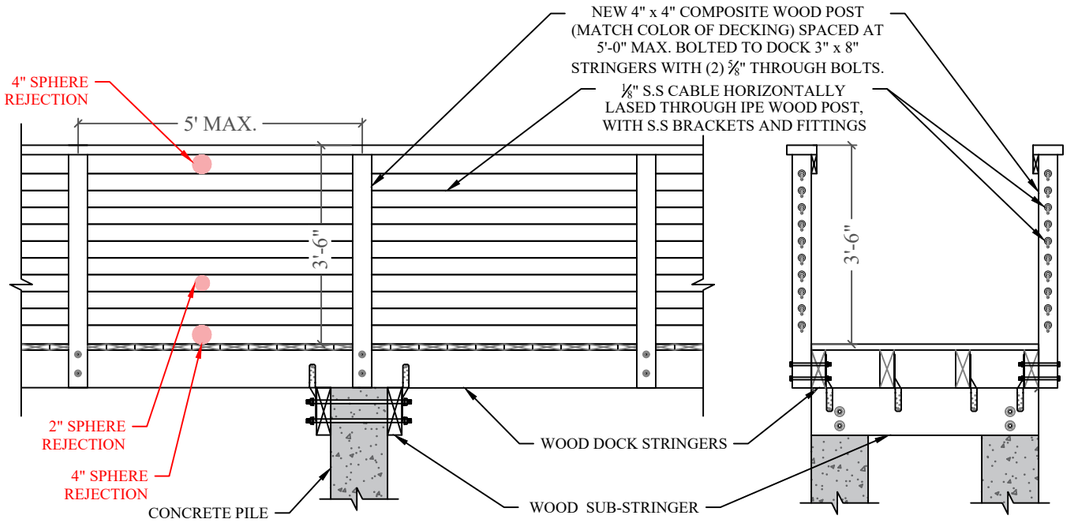
PILE NOTE:

CONCRETE COMPRESIVE STRENGTH:
3000 PSI @ RELEASE
5000 PSI @ DRIVING

STRANDS - USE FOUR 7/16" (270K)
LOW RELAXATION ASTM 416-87 UNCOATED
7-WIRE STRANDS TENSIONED TO 2.33 KIPS EACH

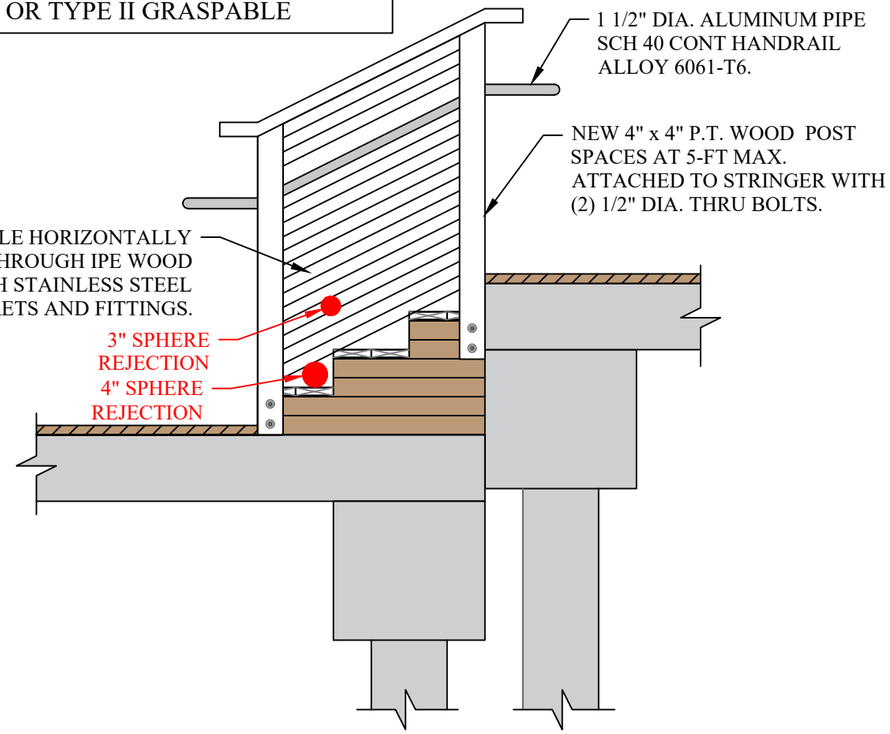
1-POINT PICKUP-MAXIMUM L = 50'
2-POINT PICKUP-MAXIMUM L = 62'

SPIRAL TO BE ASTM A-82 TIGHT
HARD-DRAWN WIRE

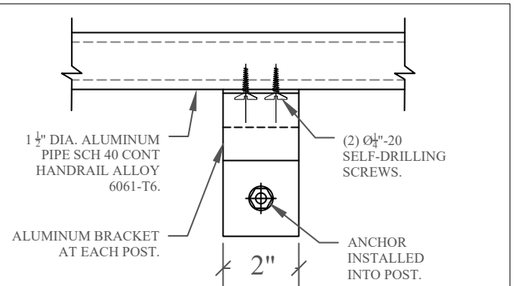


RAILING DETAIL 2 / S-8
SCALE: 3/8" = 1'-0"

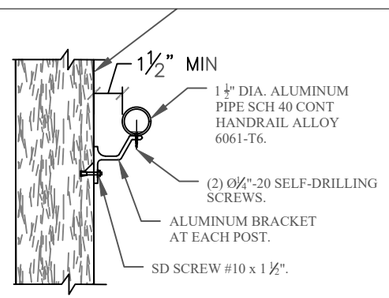
NOTE:
HANDRAIL HEIGHT SHALL BE BETWEEN 34" AND 38", EXTENDING FROM TOP STEP NOSING TO BOTTOM STEP NOSING. SEPARATED FROM ANY WALL 1 ½" CLEAR. OUTSIDE DIAMETER BETWEEN 1 ¼" AND 2". PERIMETER BETWEEN 4" AND 6 ¼" OR TYPE II GRASPABLE



RAILING DETAIL 3 / S-8
SCALE: ½" = 1'-0"



BRACKET DETAIL 4 / S-8
SCALE: 3" = 1'-0"



HANDRAIL CONNECTION DETAIL 5 / S-8
SCALE: 1-1/2" = 1'-0"

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

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CONCRETE PILE & RAILING DETAILS

SCALE : AS SHOWN
SHEET NO.
S-8

FLORIDA DEPARTMENT OF Environmental Protection

Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Project Name: 22 Harbor Drive Dock Project

Permittee/Authorized Entity:
KB Offshore Holdings, LLC
c/o Benjamin Leon
22 Harbor Point
Key Biscayne, FL 33149
Email: mshealy@leonpm.com

Authorized Agent:
Ocean Consulting, LLC
c/o Kirk Lofgren
Email: kirk@oceanconsultingfl.com

Environmental Resource Permit - Granted

State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers – Separate Authorization Required

Permit No.: 13-0176020-003-EI

Permit Issuance Date: May 2, 2025

Permit Construction Phase Expiration Date: May 2, 2030

Consolidated Environmental Resource Permit and Recommended Intent to Grant Sovereignty Submerged Lands Authorization

Permit No.: 13-0176020-003-EI

PROJECT LOCATION

The activities authorized by this Permit and state-owned submerged lands authorization are located within Biscayne Bay, within the Biscayne Bay Aquatic Preserve, Outstanding Florida Waters, Class III Waters, adjacent to 22 Harbor Point, Key Biscayne (Section 06, Township 55 South, Range 42 East), in Miami-Dade County (Latitude N 25°41'20.2863", Longitude W -80°10'32.6054").

PROJECT DESCRIPTION

This permit authorizes the following: 1) removal of the existing dock structure; 2) installation of a new 921 sq. ft. dock; 3) installation of a 59 ln. ft. wavebreak along the northern and eastern sides of the terminal platform that shall provide at least 3 ft. of clearance from the submerged bottom; 4) installation of three (3) mooring piles; and 5) installation of nine (9) fender piles. Twenty-five percent of the terminal platform will be constructed at a lower elevation to allow for safe vessel boarding.

This permit authorizes 921 ft² of work in other surface waters. Although submerged resources, *Halodule wrightii, Thalassia testudinum,* and *Syringodium filiforme,* are located in the project footprint, the permittee has placed the dock in the area with the least amount of resources while still providing sufficient depth for mooring. The dock structure shall be elevated more than five (5) ft. above the mean high-water line (MHWL), and the wood section of the dock will utilize half-inch spacing between planks. Therefore, the applicant has demonstrated that there will be no adverse impacts to submerged resources and mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S., and Chapter 258, F.S.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT & SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**

- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS

(1) The attached project drawings (sheets 1 through 9); the Standard Manatee Conditions for In-Water Work, 2011; and DEP forms 62-330.310(3), 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at http://www.dep.state.fl.us/water/wetlands/erp/forms.htm become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

(2) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email SED_Compliance@FloridaDEP.gov, or by phone (561) 681-6600, to schedule the pre-construction conference.

(3) Prior to the initiation of any work authorized by this permit, floating turbidity curtains with weighted skirts that extend to within one foot of the bottom shall be placed around the project site, and shall be maintained and remain in place for the duration of the project construction to ensure that turbid discharges do not occur outside the boundaries of the floating turbidity screens. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent turbid discharges.

(4) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

(5) The permittee shall be responsible for ensuring that the permit conditions are explained to all construction personnel working on the project, and for providing each contractor and subcontractor with a copy of this permit before construction begins.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

(6) Following the removal of any pilings within seagrass habitat, displaced sediments and/or trenches shall be restored to pre-construction grades.

a. Sediments should be removed and returned to the trench as soon as possible without further injury to buried seagrasses.

b. Rakes can be used to push the sediment back into the trench and off of any remaining seagrasses as much as possible. The fine particles left behind will eventually wash away.

c. Alternatively, gentle and directed water flows can be used to move the overburden of sediment off adjacent seagrass and back into the trench/scarred area. This should be done carefully and with predominant currents moving the coarser quartz sands into the trench depressions.

d. The trench should be re-graded with identically grained and composed sand materials to bring the surface up to the elevation of the adjacent habitat.

e. Sediment tubes can be used to stabilize the surface of the refilled trench area.

(7) The work authorized by this permit shall not be conducted on any property, other than that owned by the permittee, without prior written approval of that property owner.

(8) There shall be no storage or stockpiling of tools and materials (i.e., lumber, pilings, debris), along the shoreline adjacent to waters of the state. All excess lumber, scrap wood, trash, garbage, and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit. All construction equipment/tools and materials shall be transported to and from the site via upland roadways and barges and all equipment/tools and materials shall be stored on the uplands.

(9) All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth (one-foot clearance from the deepest draft of the vessel to the top of submerged resources) so as to preclude bottom scouring, prop dredging, or damage to submerged resources.

(10) Vessels utilizing this structure shall maintain a minimum of one foot clearance between the deepest draft of the vessel with the engine in the down position and the top of submerged resources so as to preclude bottom scouring or prop dredging.

(11) Within 10 days of completion of the dock construction, permanent handrails shall be installed along the access walkway and sections of the terminal platform not used for mooring, to preclude further mooring over SAV.

(12) All new pilings used in the construction of the docking facility, including mooring pilings and fender piles, shall be either concrete or wood. Wooden pilings shall be wrapped with an impervious membrane one-foot above the MHWL to one-foot below the substrate.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

(13) Turbidity levels outside the construction area shall not exceed zero NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed zero NTU's above background:

a) Notify the Department at (561) 681-6600 at the time the violation is first detected.
b) Immediately cease all work contributing to the water quality violation.
c) Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
d) As required, perform turbidity monitoring per Specific Conditions.
e) Resume construction activities once turbidity levels outside turbidity curtains fall back to zero NTU's.

(14) Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

a) Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
b) Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(15) During construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

a) Date and time of sampling event
b) Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
c) Description of data collection methods
d) An aerial map indicating the sampling locations
e) Depth of sample(s)
f) Weather conditions at times of sampling
g) Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's ERP Compliance Assurance Program via email at

SED_Compliance@FloridaDEP.gov. The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

(16) Vessels utilizing this structure shall maintain a minimum of one-foot clearance between the deepest draft of the vessel with the engine in the down position and the submerged bottom so as to preclude bottom scouring or prop dredging.

(17) The docking facility shall be limited to water-dependent activities as defined in Chapter 18-21, F.A.C., and the dock shall accommodate the mooring of two vessels in the locations depicted in the attached permit sketches. Prior to slip occupancy, the permittee shall install rope or wood handrails along all portions of the docking facility where mooring is not authorized.

SPECIFIC CONDITIONS – MANATEE CONDITIONS

(18) Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft. which reads Caution: Manatee Area must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs: http://www.myfwc.com/docs/WildlifeHabitats/Manatee_ EducationalSign.pdf

(19) The permittee shall comply with the standard manatee protection construction conditions listed in the attached "2011 Standard Manatee Conditions for In-Water Work".

(20) To prevent manatee entrapment, a minimum of three (3) feet of clearance shall be maintained under all dock support and wave break structures.

SPECIFIC CONDITIONS – LISTED SPECIES

(21) This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to conservationplanningservices@myfwc.com

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of

Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
b. Convey to the permittee or create in the permittee any interest in real property;
c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

(12) The permittee shall notify the Agency in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and
b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area,

work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations.

Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. and Chapter 258, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(13) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).
The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the

time period for filing a petition until the request is acted upon.

Mediation
Mediation is not available in this proceeding.

FLAWAC Review
The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review
Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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Norva Blandin, MSEM
Program Administrator
Permitting Program
Southeast District

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin MSEM, Danielle C, Sattelberger, Geneva Alpert, Rachael Griffin, Griffin Alexander
Lisa Spadafina, Miami-Dade County RER, spadaL2@miamidade.gov
Kirk Lofgren, Ocean Consulting LLC, kirk@oceanconsultingfl.com

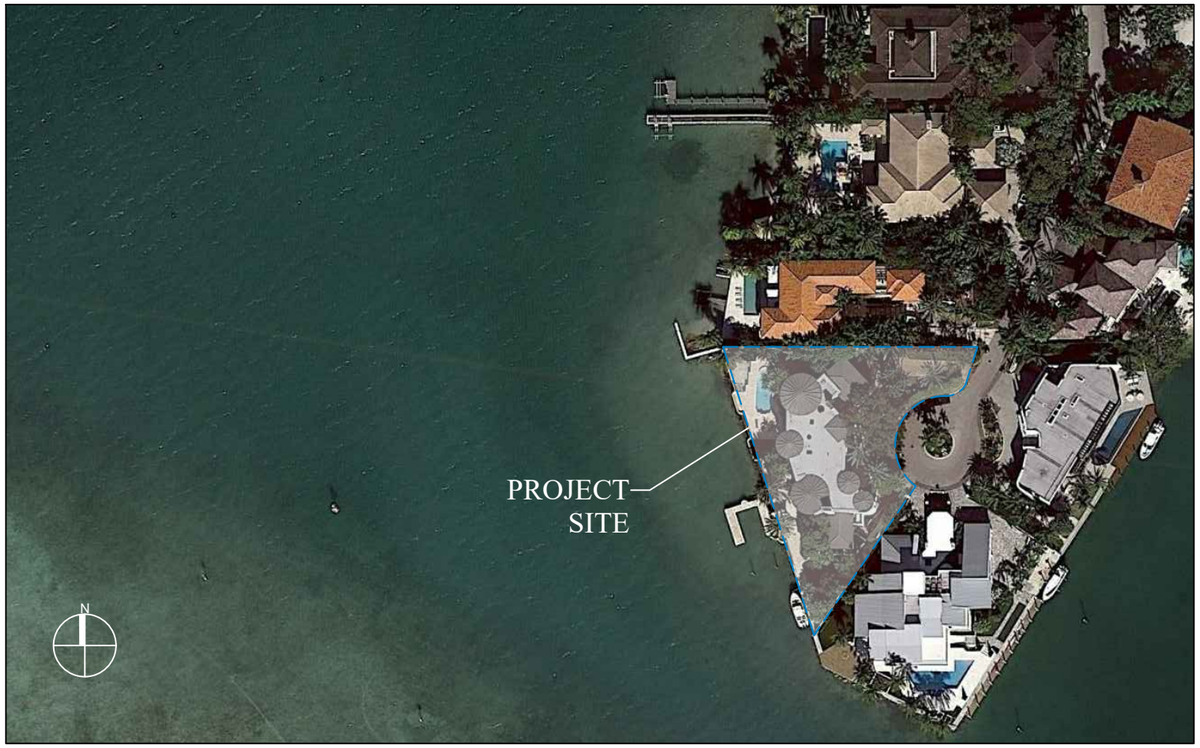
FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne 05-02-2025

Clerk **Date**

Attachments:
Project Drawings and Design Specs., 9 pages
Standard Manatee Conditions for In-Water Work, 2011
As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)*
Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)*
Request to Transfer Permit Form 62-330.340(1)*
Commencement Notice Form 62-330.350(1)*
*Can be downloaded at: https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource



LOCATION MAP AND LEGAL DESCRIPTION



PROJECT SITE LOCATION:
22 Harbor Point
Key Biscayne, FL 33149

LATITUDE: 25°41'20.07"N
LONGITUDE: 80°10'33.16"W

FOLIO No.: 24-5206-001-0030

LEGAL DESCRIPTION:

LORIDO ESTS PB 106-69

LOT 3 BLK 1 &

PROP INT IN & TO COMMON ELEMENTS

LOT SIZE 26846 SQ FT

OR 20500-1947 06/2002 4

COC 25959-0344 09 2007 5

GENERAL NOTES:

1. ELEVATIONS SHOWN REFER TO THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1929.
2. ALL DIMENSIONS ON PLANS ARE SUBJECT TO VERIFICATION IN THE FIELD.
3. IT IS THE INTENT OF THESE PLANS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF ENGINEER BEFORE PROCEEDING WITH WORK. CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR ALL LINES, ELEVATIONS, AND MEASUREMENTS IN CONNECTION WITH THEIR WORK.
4. IT IS THE INTENT OF THESE PLANS AND THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY WITH LOCAL, STATE, AND FEDERAL ENVIRONMENTAL PERMITS ISSUED FOR THIS PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE AND GOVERN HIMSELF BY ALL PROVISIONS OF THESE PERMITS.
5. APPLICABLE BUILDING CODE: FLORIDA BUILDING CODE, 2023 8th EDITION (AND CURRENT ADDENDUMS).
6. APPROVED CONTRACTOR TO DETERMINE THE SUITABILITY OF EXISTING STRUCTURES AND VERIFY ALL DIMENSIONS. THE APPROVED CONTRACTOR IS RESPONSIBLE FOR ALL METHODS, MEANS, SEQUENCES AND PROCEDURES OF WORK.
7. DO NOT SCALE DRAWINGS FOR DIMENSIONS.
8. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO COMMENCING WORK.
9. CONTRACTOR TO PROPERLY FENCE AND SECURE AREA WITH BARRICADES.
10. ANY DEVIATION AND/OR SUBSTITUTION FROM THE INFORMATION PROVIDED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF WORK.
11. ALL NEW MATERIALS AND/OR PATCHWORK SHALL BE PROVIDED TO MATCH EXISTING MATERIALS AND/OR ADJOINING WORK WHERE PRACTICAL EXCEPT AS SPECIFICALLY NOTED HEREIN.
12. LICENSED CONTRACTOR SHALL USE ALL POSSIBLE CARE TO PROTECT ALL EXISTING MATERIALS, SURFACES, AND FURNISHINGS FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION.
13. THE LICENSED CONTRACTOR TO INSTALL AND REMOVE ALL SHORING AND BRACING AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.
14. ALL NEW WORK AND/OR MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF EACH ADMINISTRATIVE BODY HAVING JURISDICTION IN EACH PERTAINING CIRCUMSTANCE.
15. THE CONTRACTOR WILL EMPLOY AND MAINTAIN ADEQUATE SEDIMENT AND EROSION CONTROL MEASURES TO PROTECT BISCAYNE BAY FROM SEDIMENT AND CO3333NSTRUCTION DEBRIS.

DESIGN CRITERIA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:

1. FLORIDA BUILDING CODE (FBC), 2023 8th EDITION.
2. ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.
3. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
4. NDS NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, 2018 EDITION.
5. EM 1110-2-1100 (PART VI) COASTAL ENGINEERING MANUAL, 2011 EDITION.

IN THE EVEN OF CONFLICT BETWEEN PERTINENT CODES AND REGULATIONS AND THE REQUIREMENTS OF THE REFERENCED STANDARDS OF THESE SPECIFICATIONS, THE PROVISIONS OF THE MORE STRINGENT SHALL GOVERN.

DOCK LL: 60 PSF

BOLTS: ALL BOLTS SHALL BE 316 STAINLESS STEEL OR GALVANIZED, UNLESS OTHERWISE NOTED.

REBAR: ALL REBAR TO BE GALVANIZED GRADE 60 OR BETTER, UNLESS OTHERWISE NOTED.

CONCRETE

1. CONCRETE SHALL CONFORM TO ACI 318 (LATEST ED.) AND SHALL BE REGULAR WEIGHT, SULFATE RESISTANT, WITH A DESIGN STRENGTH OF 5,000 PSI AT 28 DAYS W/ A MAX WATER-CEMENTIOUS MATERIALS RATIO, BY WEIGHT, NORMAL WEIGHT AGGREGATE CONCRETE OF 0.40.
2. OWNER SHALL EMPLOY AND PAY FOR TESTING SERVICES FROM AN INDEPENDENT TESTING LABORATORY FOR CONCRETE SAMPLING AND TESTING IN ACCORDANCE W/ ASTM.
3. LICENSED CONTRACTOR IS RESPONSIBLE FOR THE ADEQUACY OF FORMS AND SHORING AND FOR SAFE PRACTICE IN THEIR USE AND REMOVAL.
4. CONCRETE COVER SHALL BE 3" UNLESS OTHERWISE NOTED ON APPROVED DRAWINGS.
5. REINFORCING STEEL SHALL BE IN CONFORMANCE WITH THE LATEST VERSION OF ASTM A615 GRADE 60 SPECIFICATIONS. ALL REINFORCEMENT SHALL BE PLACED IN ACCORDANCE W/ ACI 315 AND ACI MANUAL OF STANDARD PRACTICE.
6. SPLICES IN REINFORCING BARS SHALL NOT BE LESS THAN 48 BAR DIAMETERS AND REINFORCING SHALL BE CONTINUOUS AROUND ALL CORNERS AND CHANGES IN DIRECTION. CONTINUITY SHALL BE PROVIDED AT CORNERS OR CHANGES IN DIRECTION BY BENDING THE LONGITUDINAL STEEL AROUND THE CORNER 48 BAR DIAMETERS.

WOOD

1. PRIMARY WOOD FRAMING MEMBERS SHALL BE NUMBER 1 PRESSURE TREATED MARINE GRADE TEK SOUTHERN PINE, OR BETTER.

PILE DRIVING NOTES

1. ALL PILES TO BE INSPECTED BY ENGINEER TEAM PRIOR TO INSTALL.
2. ENGINEER TO OBSERVE PILE DRIVING TO PREPARE PILE LOG.
3. PILE DRIVING OPERATIONS SHALL BE OBSERVED BY A SPECIAL INSPECTOR, INCLUDING TEST PILES SUFFICIENT TO DETERMINE THE APPROXIMATE LENGTH REQUIRED TO MEET DESIGN CAPACITY.
4. PILES SHALL BE DRIVEN USING AN APPROVED CUSHION BLOCK CONSISTING OF MATERIAL SO ARRANGED SO AS TO PROVIDE THE TRANSMISSION OF THE HAMMER ENERGY.
5. PILES SHALL BE DRIVEN TO REQUIRED MINIMUM 15 TON (WOOD)/ (25-TON (CONCRETE) BEARING CAPACITY.
6. PILES SHALL BE DRIVEN WITH A DROP HAMMER OR GRAVITY HAMMER PROVIDED THE HAMMER SHALL WEIGH NO LESS THAN 3,000 POUNDS, AND THE FALL OF THE HAMMER SHALL NOT EXCEED 6 FT.
7. PILES SHALL BE DRIVEN WITH A VARIATION OF NOT MORE THAN ¼" PER FOOT FROM THE VERTICAL, OR FROM THE BATTER LINE INDICATED, WITH A MAX VARIATION OF THE HEAD OF THE PILE FROM THE POSITION SHOWN ON THE PLANS OF NOT MORE THAN 3".
8. WHERE PILING MUST PENETRATE STRATA OFFERING HIGH RESISTANCE TO DRIVING, THE STRUCTURAL ENGINEER OF RECORD OR SPECIAL INSPECTOR MAY REQUIRE THAT PILES BE SET IN PRE-DRILLED OR PUNCHED HOLES. THE PILES SHALL REACH THEIR FINAL PENETRATION BY DRIVING.

CALL 811 FOR UTILITY LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

CLIENT:
MR. MICHAEL SHEALY

22 Harbor Point
Key Biscayne, Florida 33149

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
359 Alcazar Avenue, Suite 200
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO J. GONZALEZ P.E.

2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo J. Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	March 28, 2025 - VD

PROJECT:21-11375

PROJECT LOCATION & NOTES

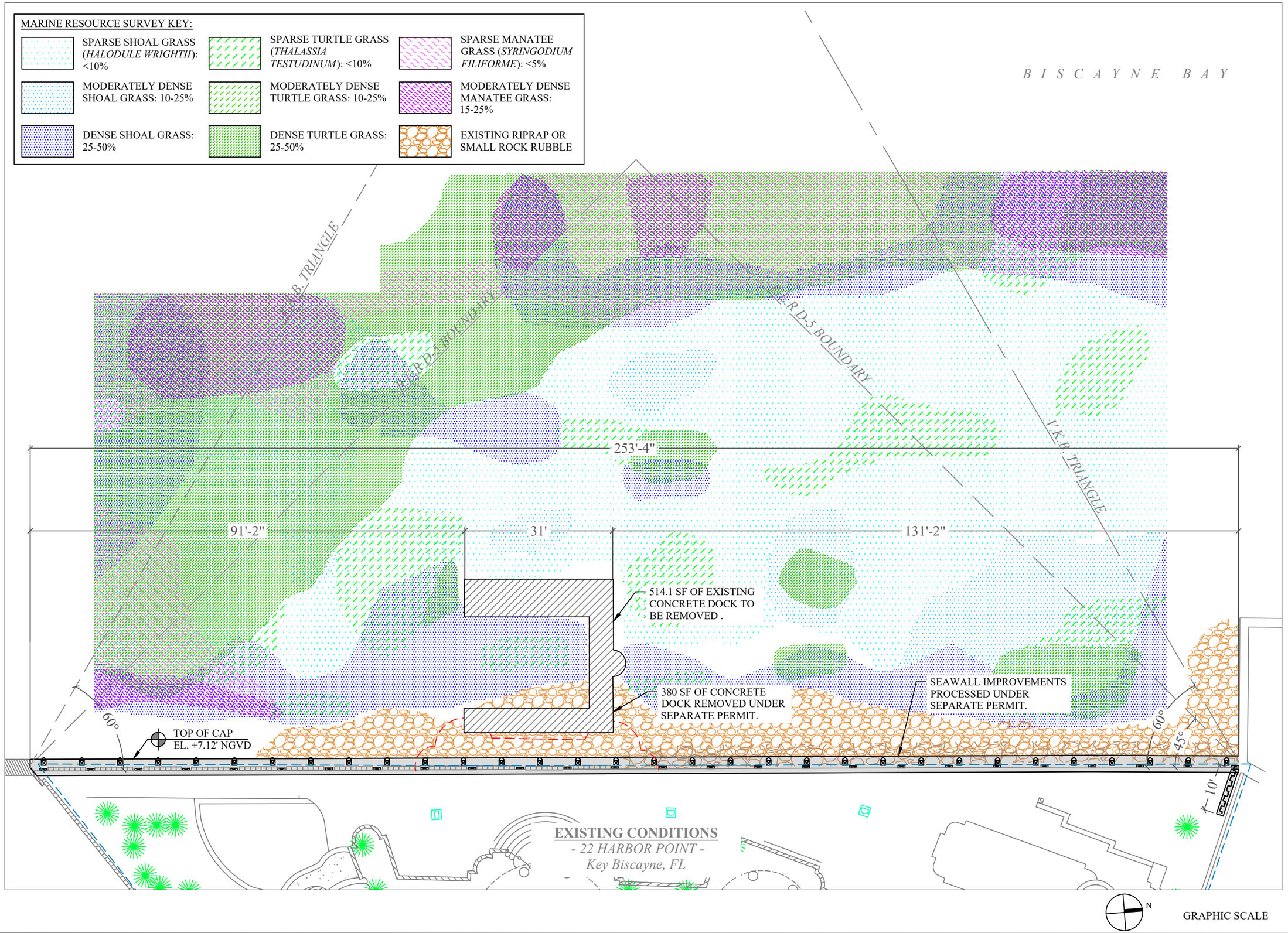
SCALE : AS SHOWN

SHEET NO.

S-1

MARINE RESOURCE SURVEY KEY:

- SPARSE SHOAL GRASS (*HALODULE WRIGHTII*): <10%
- SPARSE TURTLE GRASS (*THALASSIA TESTUDINUM*): <10%
- SPARSE MANATEE GRASS (*SYRINGODIUM FILIFORME*): <5%
- MODERATELY DENSE SHOAL GRASS: 10-25%
- MODERATELY DENSE TURTLE GRASS: 10-25%
- MODERATELY DENSE MANATEE GRASS: 15-25%
- DENSE SHOAL GRASS: 25-50%
- DENSE TURTLE GRASS: 25-50%
- EXISTING RIPRAP OR SMALL ROCK RUBBLE



EXISTING CONDITIONS
- 22 HARBOR POINT -
Key Biscayne, FL

GRAPHIC SCALE

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

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PROJECT:21-11375

EXISTING CONDITIONS

SCALE : AS SHOWN
SHEET NO.

S-2

905

MARINE RESOURCE SURVEY KEY:

- SPARSE SHOAL GRASS (*HALODULE WRIGHTII*): <10%
- SPARSE TURTLE GRASS (*THALASSIA TESTUDINUM*): <10%
- SPARSE MANATEE GRASS (*SYRINGODIUM FILIFORME*): <5%
- MODERATELY DENSE SHOAL GRASS: 10-25%
- MODERATELY DENSE TURTLE GRASS: 10-25%
- MODERATELY DENSE MANATEE GRASS: 15-25%
- DENSE SHOAL GRASS: 25-50%
- DENSE TURTLE GRASS: 25-50%
- EXISTING RIPRAP OR SMALL ROCK RUBBLE

DOCK SQUARE FOOTAGE BREAKDOWN

• ELEVATED SECTION	821 SF	89%
• LOWER SECTION	100 SF	11%
TOTAL:	**921 SF**	**100%**

B I S C A Y N E B A Y

(9) NEW 12" DIA. WOOD FENDER PILES TO EXTEND 6-FT ABOVE DECK WITH (2) S-CLEATS AND (1) RUBBER D-FENDER EACH.

(4) NEW STEPS FROM EL. +7.12' NGVD TO EL +5.12' NGVD. WITH IPE POST AND STAINLESS STEEL CABLE RAILING.

253'-4"

103'-1"

45'

105'-7"

V.K.B. TRIANGLE

(3) NEW 12" DIA. WOOD MOORING PILES TO EXTEND 6-FT ABOVE DECK ELEVATION WITH (2) S-CLEATS AND (1) RUBBER D-FENDER SECURED TO EACH.

INGRESS EGRESS

55' VESSEL

10' 17' 10' 18' 10'

9'-6"

5'

10'

36' VESSEL

15'

12' 1' 6'

TOP OF DOCK EL. +5.12' NGVD

59 LF OF NEW WAVE BREAKS TO BE INSTALLED BELOW DOCK.

+1 MLW CONTOUR LINE

R.E.R.D.5 BOUNDARY

TOP OF DOCK EL. +7.12' NGVD

86 LF OF NEW RAILING WITH 4"x4" COMPOSITE POSTS (MATCH DECK COLOR) & STAINLESS CABLES. SEE DETAIL "2" ON S-8.

115 LF OF NEW RAILING WITH 4"x4" COMPOSITE POSTS (MATCH DECK COLOR) & STAINLESS STEEL CABLES. SEE DETAIL "2" ON S-8.

101'

94'-6"

86'

EXISTING DOCK FOOTPRINT.

NEW 921 SF CONCRETE EDGE BEAM WITH ½" SPACED COMPOSITE INLAY DECKING. DOCK SUPPORTED BY (17) CONCRETE PILE CAPS AND (37) 12x12" P.S. CONCRETE PILES AND (8) 12"x12" CONCRETE BATTER PILES.

SEAWALL IMPROVEMENTS AND RIP-RAP PROCESSED UNDER SEPARATE PERMIT CLI-2021-0611.

60° 45°

TOP OF CAP EL. +7.12' NGVD

10'

A S-5

PROPOSED CONDITIONS

- 22 HARBOR POINT -

Key Biscayne, FL

NOTE: MARINE RESOURCE SURVEY CONDUCTED BY OCEAN CONSULTING ON APRIL 11, 2024.

N

GRAPHIC SCALE

22 HARBOR POINT DOCK PROJECT

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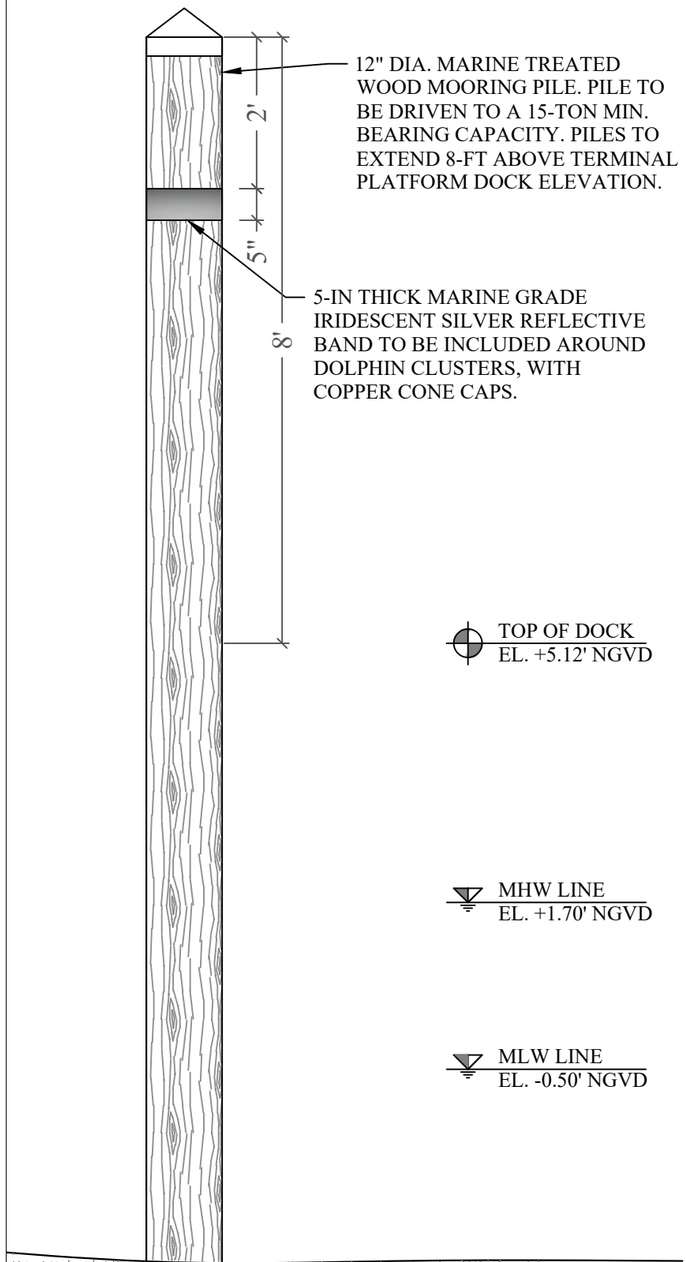
PROPOSED CONDITIONS

SCALE : AS SHOWN

SHEET NO.

S-3

906



MOORING PILE DETAILS 1/S-3.1

SCALE: ½" = 1'-0"



N GRAPHIC SCALE

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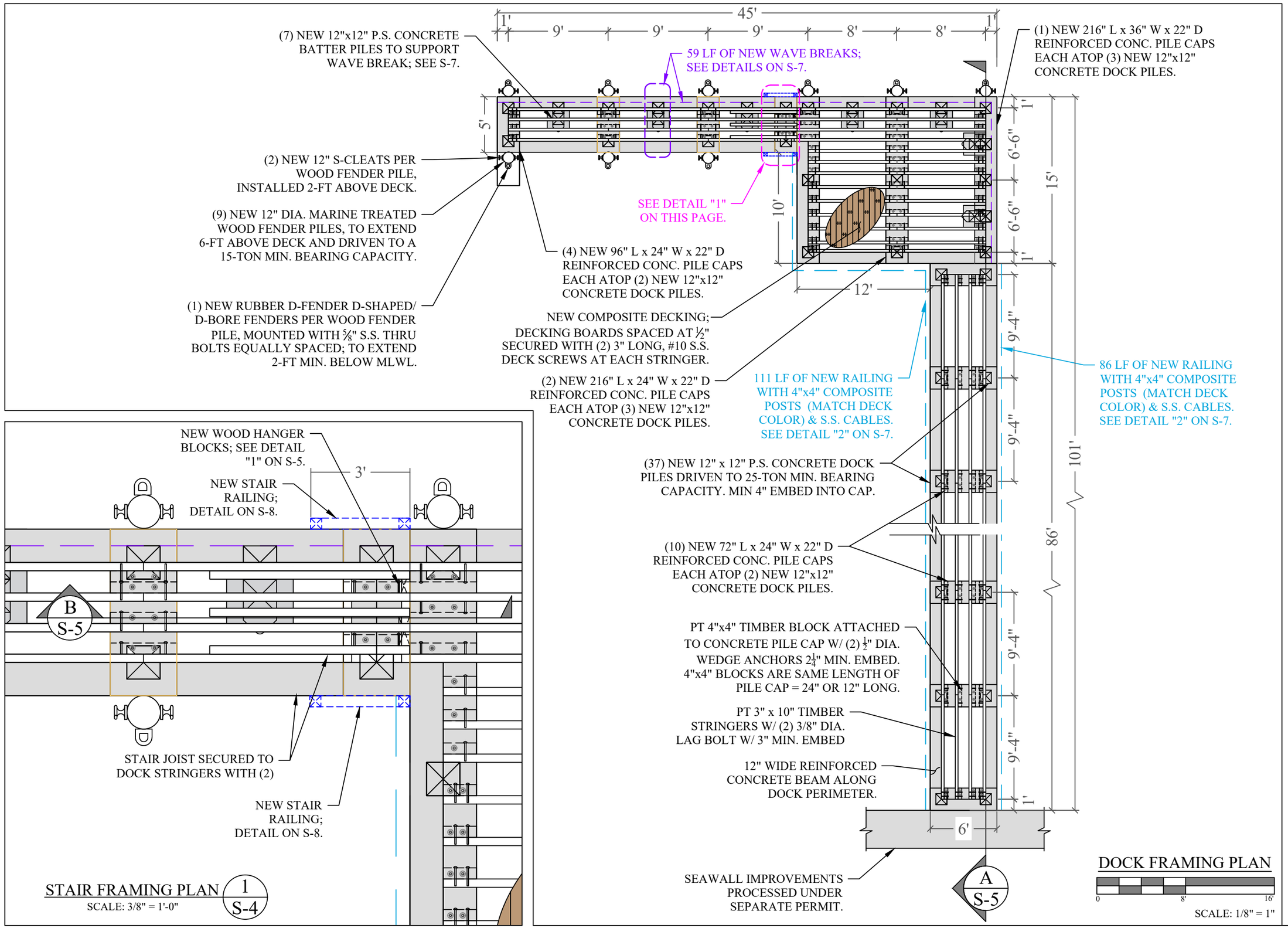
MOORING PILE DETAIL & ESTIMATED CHANNEL BOUNDARY

SCALE : AS SHOWN

SHEET NO.

S-3.1

907



DOCK FRAMING PLAN

0 8' 16'

SCALE: 1/8" = 1"

STAIR FRAMING PLAN 1 S-4

SCALE: 3/8" = 1'-0"

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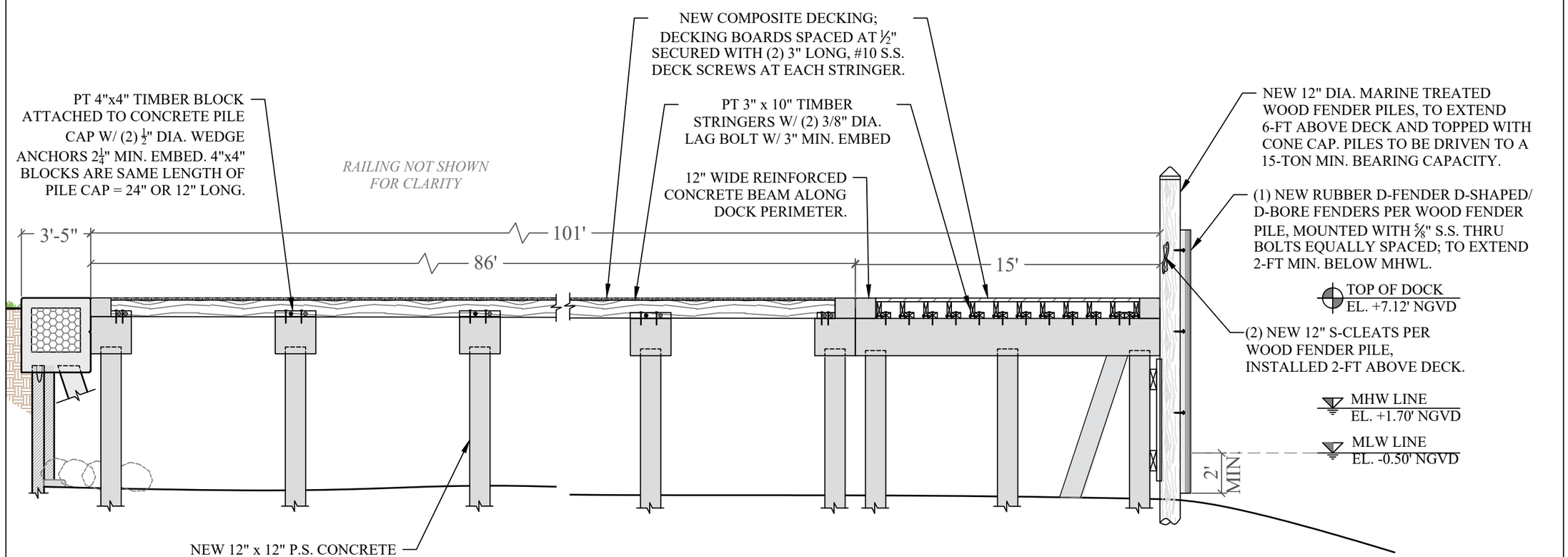
PROJECT:21-11375

FRAMING PLANS

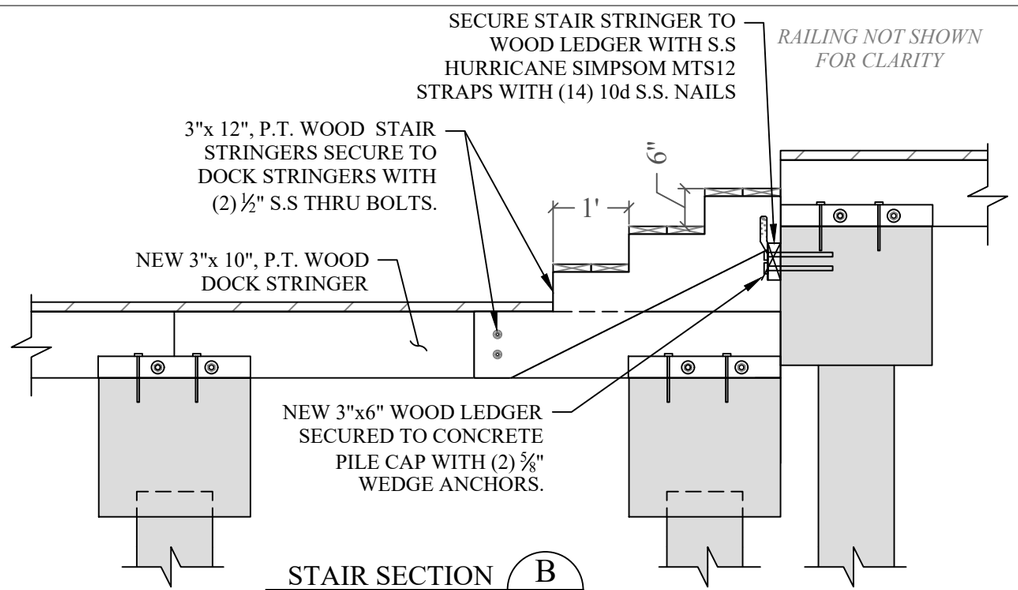
SCALE : AS SHOWN
SHEET NO.

S-4

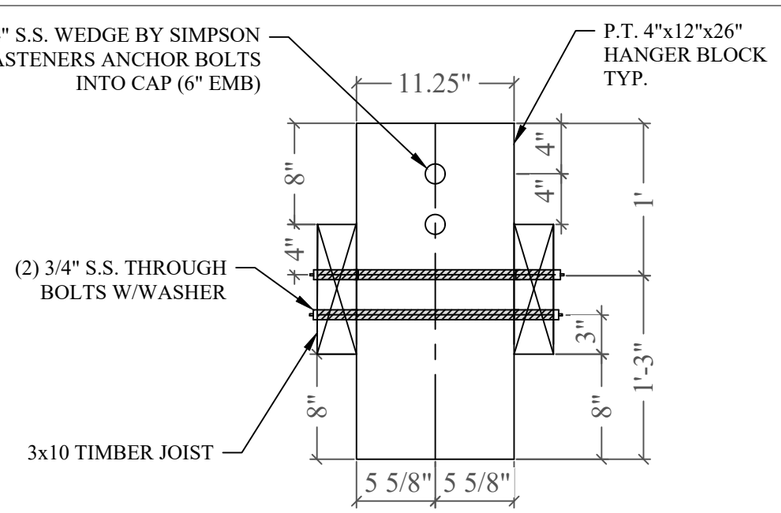
908



DOCK SECTION A / S-5
SCALE: 3/16" = 1'-0"



STAIR SECTION B / S-5
SCALE: 3/16" = 1'-0"



HANGER BLOCK DETAIL 1 / S-5
SCALE: 3/16" = 1'-0"

609

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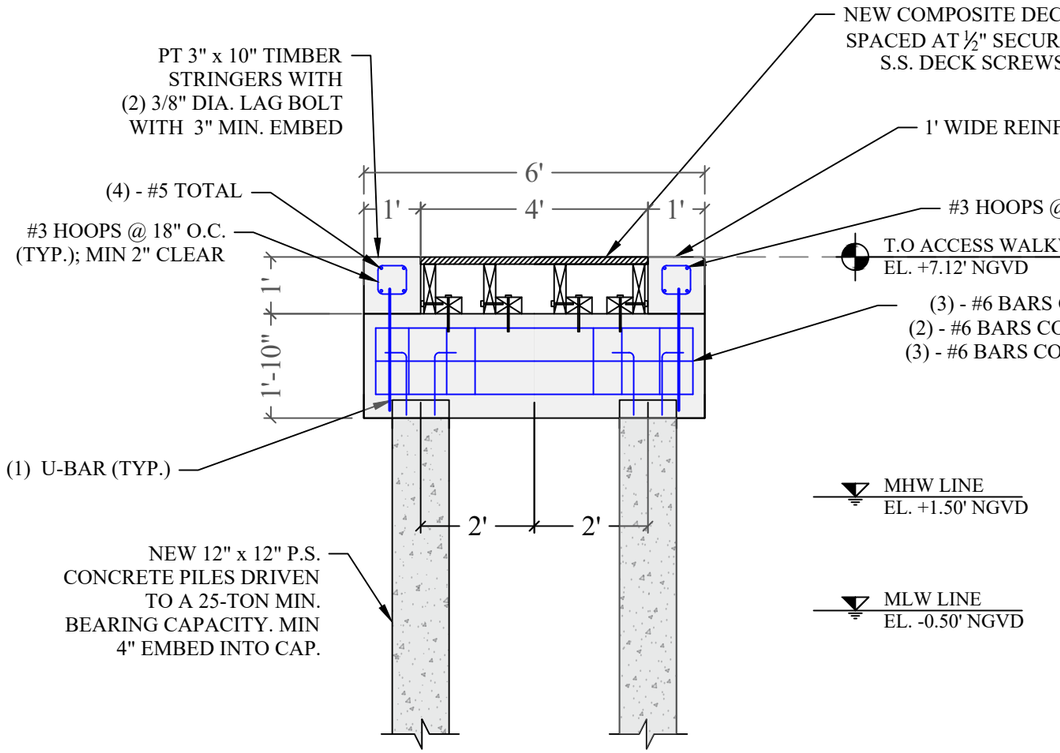
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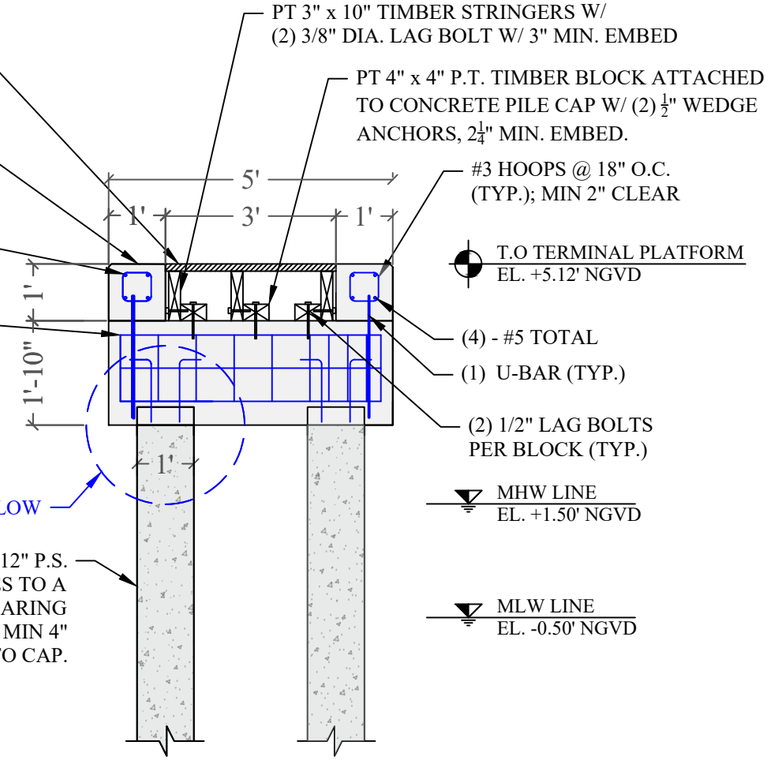
PROJECT:21-11375

DOCK SECTIONS AND HANGER BLOCK DETAIL

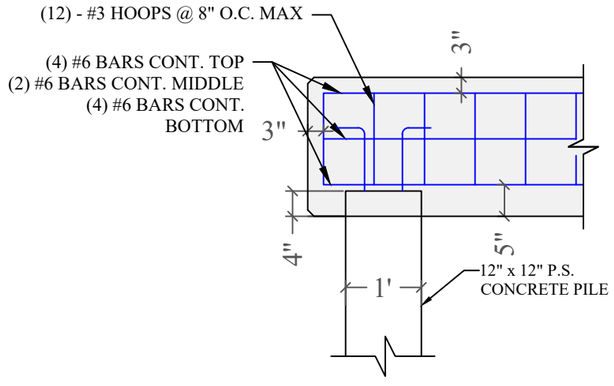
SCALE : AS SHOWN
SHEET NO.
S-5



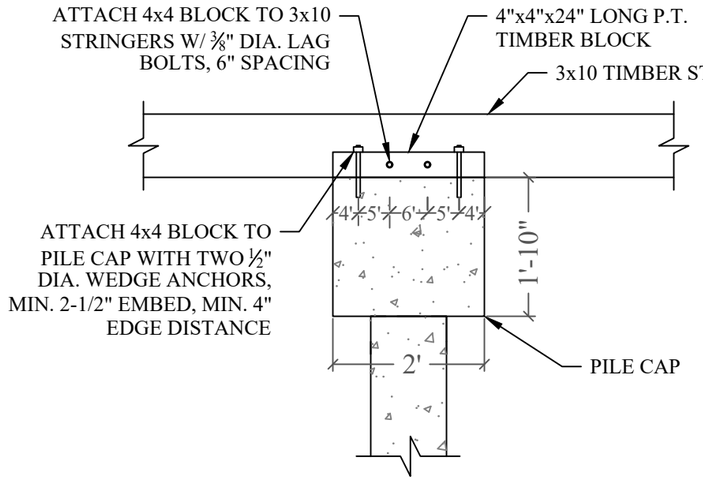
ACCESS PIER SECTION 1 / S-6
SCALE: ⅜" = 1'-0"



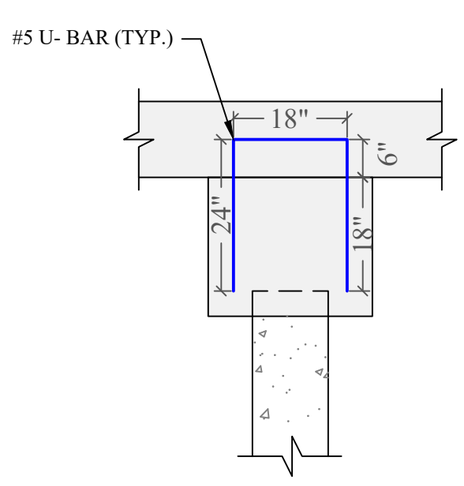
TERMINAL PLATFORM SECTION 2 / S-6
SCALE: ⅜" = 1'-0"



PILE CONNECTION CLOSE-UP 3 / S-6
SCALE: ½" = 1'-0"



4x4 BLOCK DETAIL 4 / S-6
SCALE: ½" = 1'-0"



U-BAR DETAIL 5 / S-6
SCALE: ½" = 1'-0"

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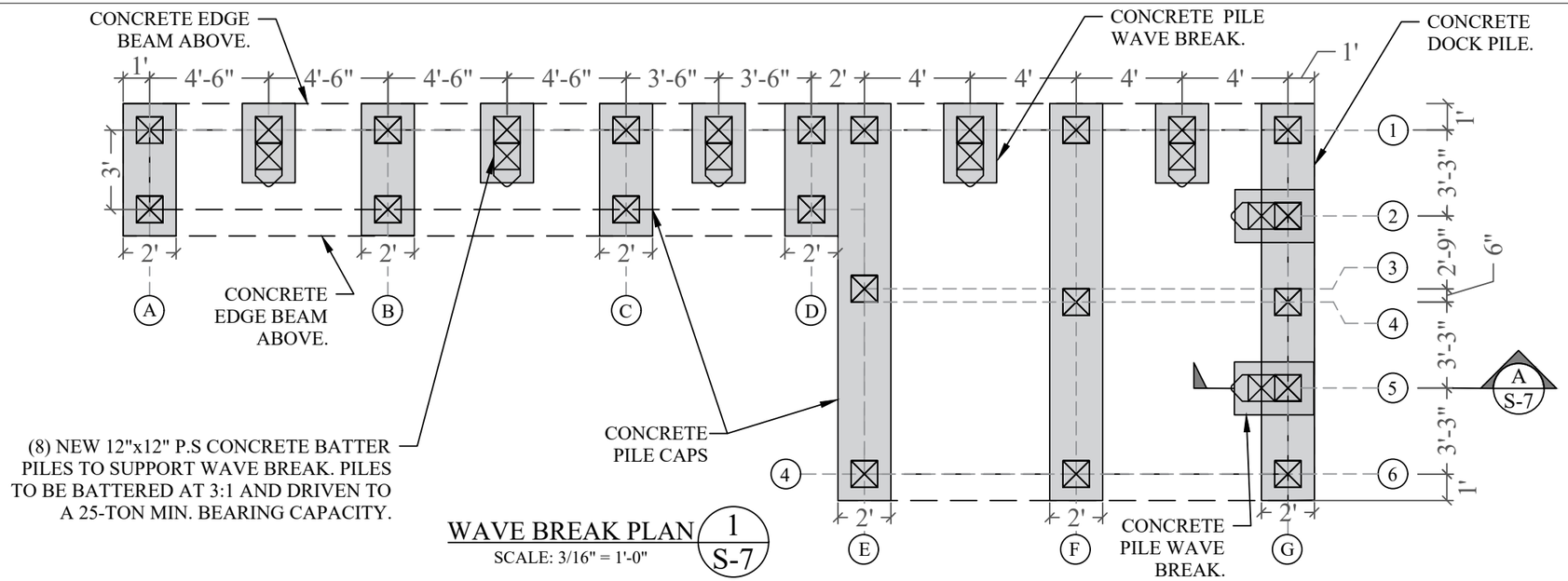
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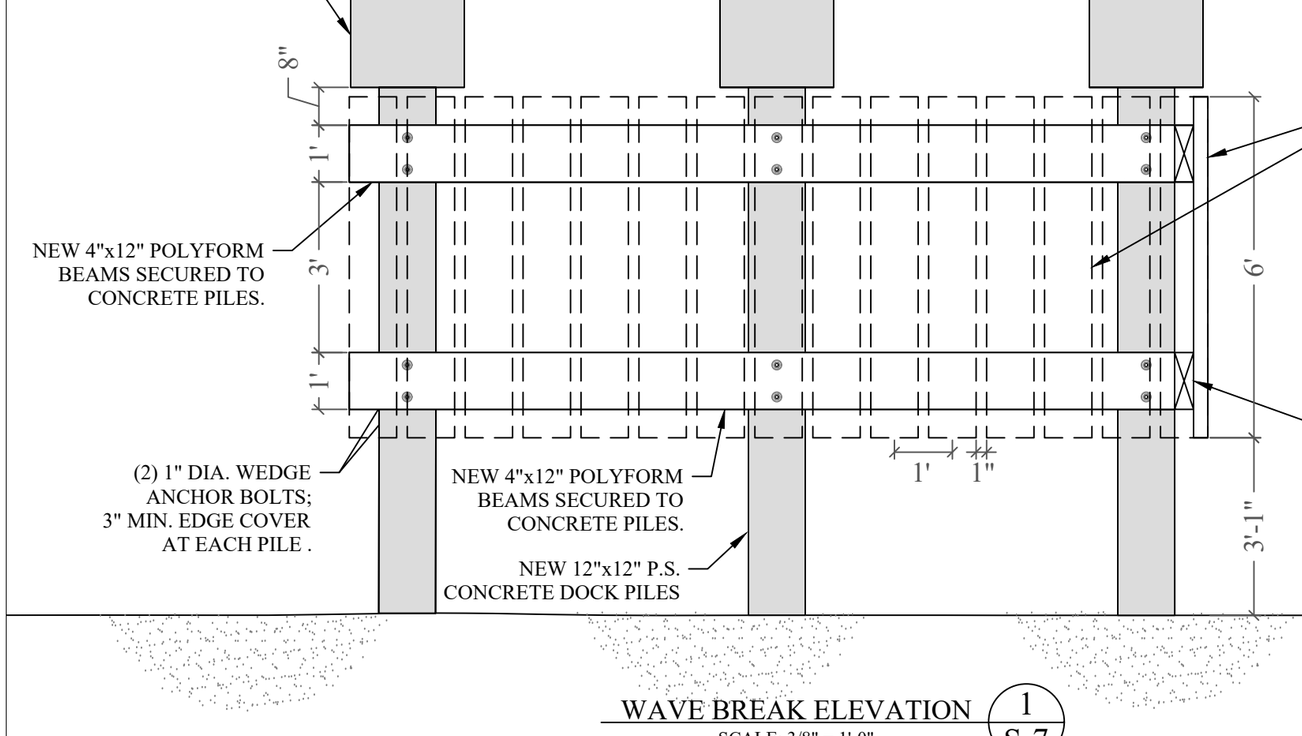
WAVE BREAK DETAILS

SCALE : AS SHOWN
SHEET NO.
S-6

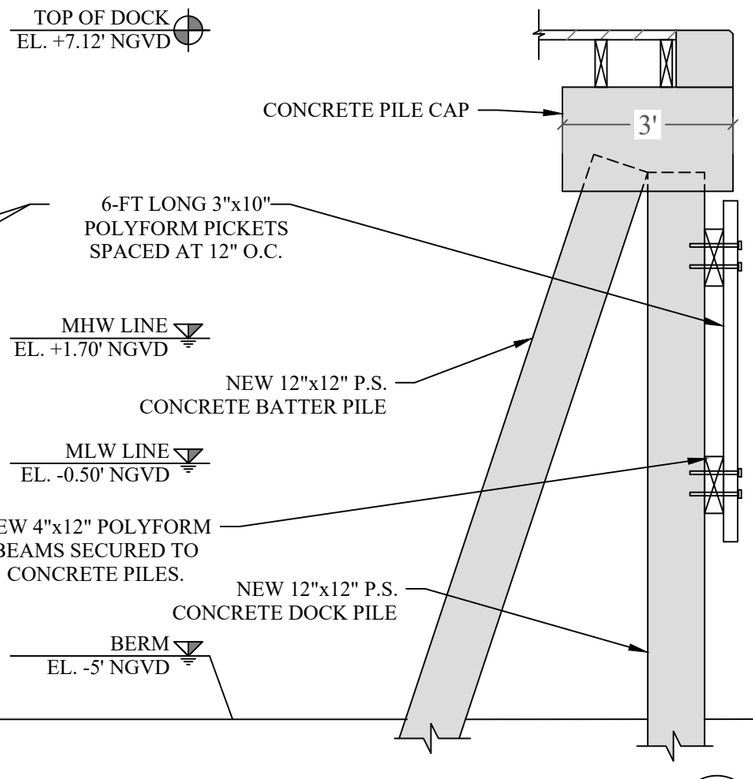


WAVE BREAK PLAN 1/S-7
SCALE: 3/16" = 1'-0"

FENDER PILES NOT SHOWN FOR CLARITY.



WAVE BREAK ELEVATION 1/S-7
SCALE: 3/8" = 1'-0"



WAVE BREAK ELEVATION A/S-7
SCALE: 3/8" = 1'-0"

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2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo J. Gonzalez PE
Lic. No. 58620

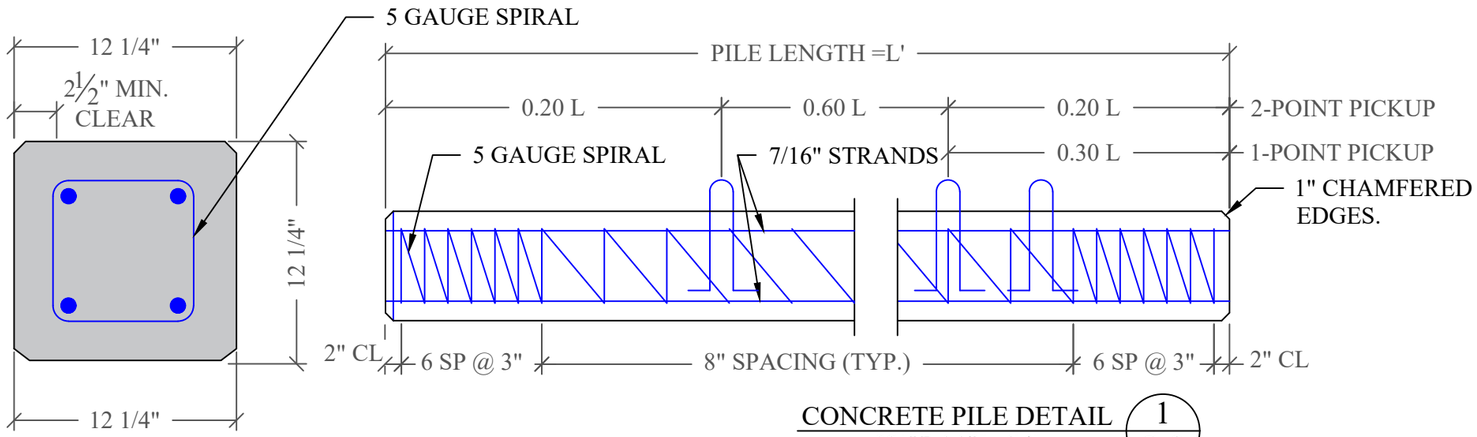
PERMIT DRAWINGS

Issue #	Issue Date
1	March 28, 2025 - VD

PROJECT:21-11375

WAVE BREAK DETAILS

SCALE : AS SHOWN
SHEET NO.
S-7



CONCRETE PILE DETAIL 1 / S-8
SCALE: 1-1/2" = 1'-0"

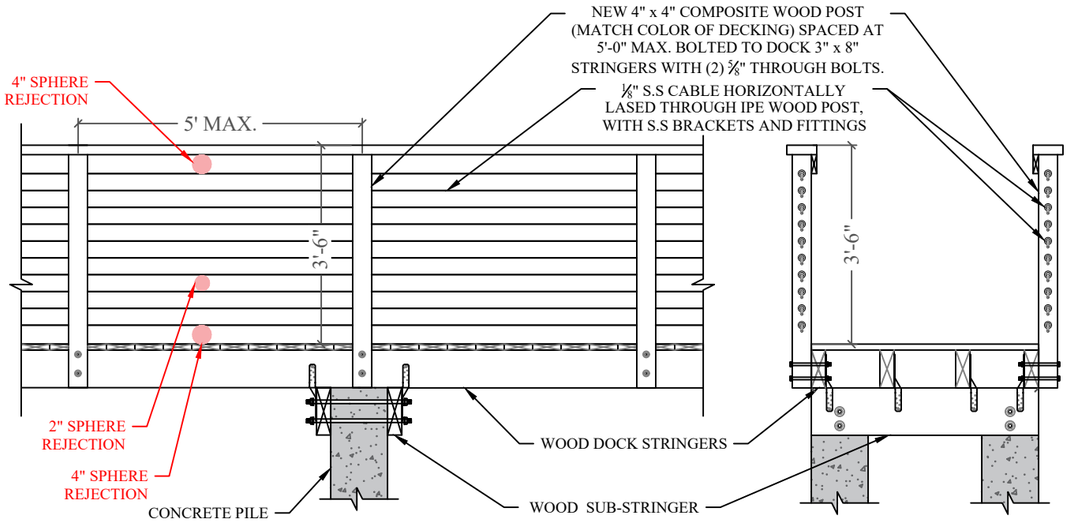
PILE NOTE:

CONCRETE COMPRESIVE STRENGTH:
3000 PSI @ RELEASE
5000 PSI @ DRIVING

STRANDS - USE FOUR 7/16" (270K)
LOW RELAXATION ASTM 416-87 UNCOATED
7-WIRE STRANDS TENSIONED TO 2.33 KIPS EACH

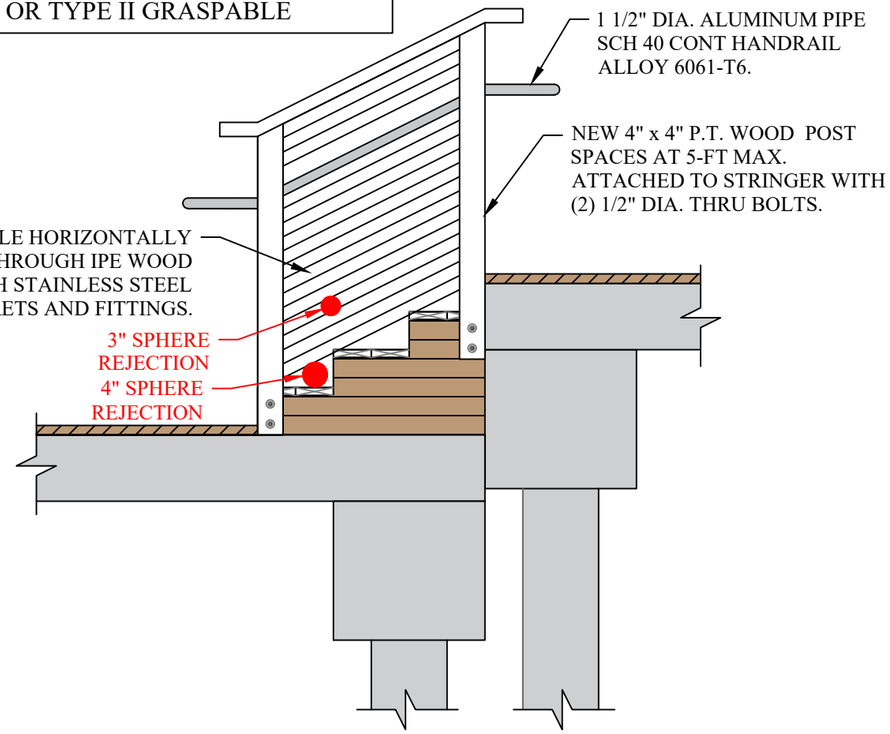
1-POINT PICKUP-MAXIMUM L = 50'
2-POINT PICKUP-MAXIMUM L = 62'

SPIRAL TO BE ASTM A-82 TIGHT
HARD-DRAWN WIRE

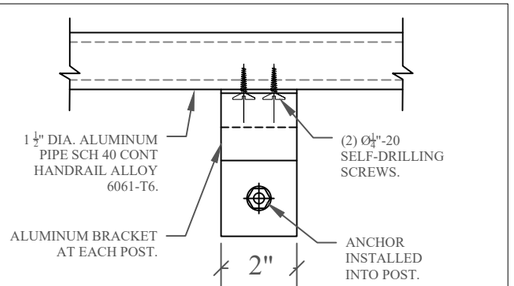


RAILING DETAIL 2 / S-8
SCALE: 3/8" = 1'-0"

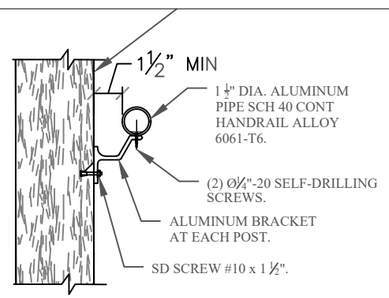
NOTE:
HANDRAIL HEIGHT SHALL BE BETWEEN 34" AND 38", EXTENDING FROM TOP STEP NOSING TO BOTTOM STEP NOSING. SEPARATED FROM ANY WALL 1 ½" CLEAR. OUTSIDE DIAMETER BETWEEN 1 ¼" AND 2". PERIMETER BETWEEN 4" AND 6 ¼" OR TYPE II GRASPABLE



RAILING DETAIL 3 / S-8
SCALE: ½" = 1'-0"



BRACKET DETAIL 4 / S-8
SCALE: 3" = 1'-0"



HANDRAIL CONNECTION DETAIL 5 / S-8
SCALE: 1-1/2" = 1'-0"

22 HARBOR POINT DOCK PROJECT

Key Biscayne, Florida

CLIENT:
MR. MICHAEL SHEALY

22 Harbor Point
Key Biscayne, Florida 33149

ENVIRONMENTAL CONSULTANT:
OCEAN CONSULTING, LLC.
359 Alcazar Avenue, Suite 200
Coral Gables, Florida 33134
Tel: (305) 921-9344
Fax: (305) 677-3254

CONTRACTOR:

PROJECT ENGINEER:
ADOLFO J. GONZALEZ P.E.

2050 Coral Way Suite 502
Miami, Fl 33145
Office - 305-415-8782

SEAL / SIGNATURE / DATE

Adolfo J. Gonzalez PE
Lic. No. 58620

PERMIT DRAWINGS

Issue #	Issue Date
1	March 28, 2025 - VD

PROJECT:21-11375

CONCRETE PILE & RAILING DETAILS

SCALE : AS SHOWN
SHEET NO.
S-8

912

STANDARD MANATEE CONDITIONS FOR IN ATER OR

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

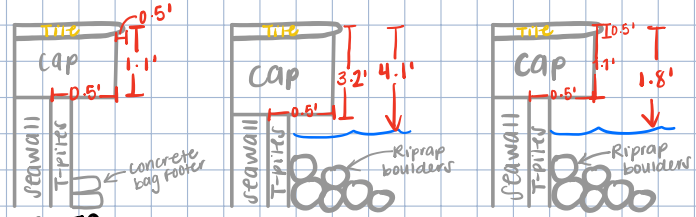
f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CLI-2022-0185 / KB Offshore Holdings, LLC
22 Harbor Point, Key Biscayne

~ In-water ~

Inspectors: R. Alnate & S. Tiffany

Seawall cross-sections



0-50 LF | 50 - 217 LF | 217-250 LF

Resources

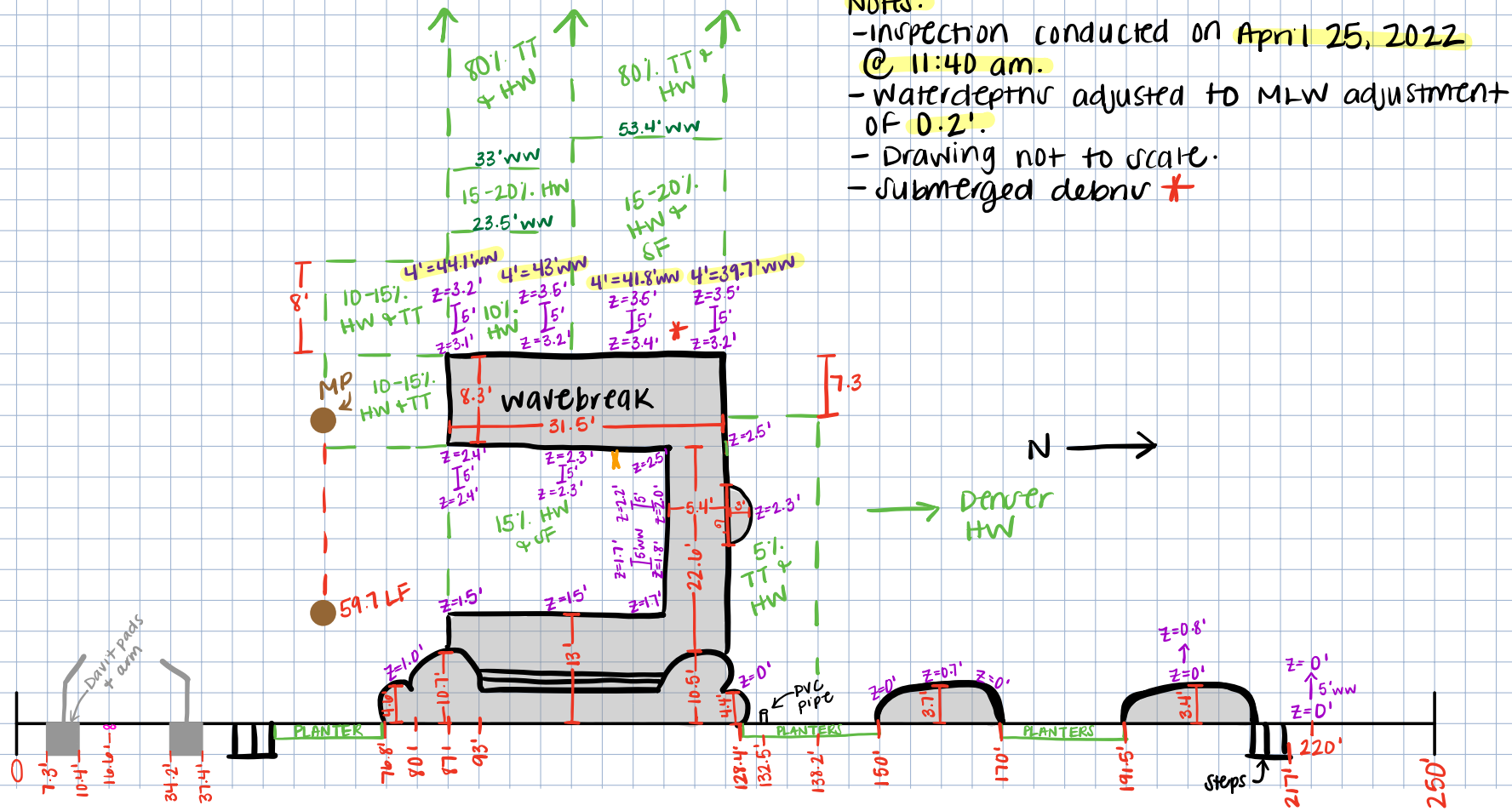
Loggerhead sponge
Parrotfish
* Oculina >6" (1'x1')
Manatee
Halimeda incrassata
Thalassia testudinum (TT)
Halodule Wrightii (HW)

Legend

Z = Water depths
WW = Waterward
LF = Linear Feet
MLW = Mean low water
MP = Mooring piles
∞ = Creat

Notes:

- Inspection conducted on April 25, 2022 @ 11:40 am.
- Waterdepths adjusted to MLW adjustment of 0.2'.
- Drawing not to scale.
- Submerged debris *



ORDINANCE NO. 2011-15

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 30-100(F)(4) OF THE VILLAGE CODE OF ORDINANCES RELATING TO DOCKS AND MOORING PILES WITHIN THE SINGLE FAMILY DISTRICTS; PROHIBITING DOCKS ON CERTAIN PROPERTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") currently regulates docks within the Village; and

WHEREAS, on February 8, 2011, the Village Council adopted Ordinance 2011-1 creating the Dock Advisory Board in order to study and evaluate the existing dock and mooring pile regulations within the Village, and to provide recommended changes to such regulations to the Village Council; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; and

WHEREAS, after review and consideration of the Dock Advisory Board's recommendations, the Village Council desires to amend the Village Code of Ordinances as provided for within this Ordinance; and

WHEREAS, the Village Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS[1]:

Section 1. The preceding "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

[1] Coding: underlined words are additions to existing text, struck through words are deletions from existing text, shaded text reflects changes made from First Reading.

Section 2. Section 30-100(f)(4) of the Village Code Amended. The Village Council hereby amends the Village Code as follows:

Sec 30-100. Single Family and Two Family district

***

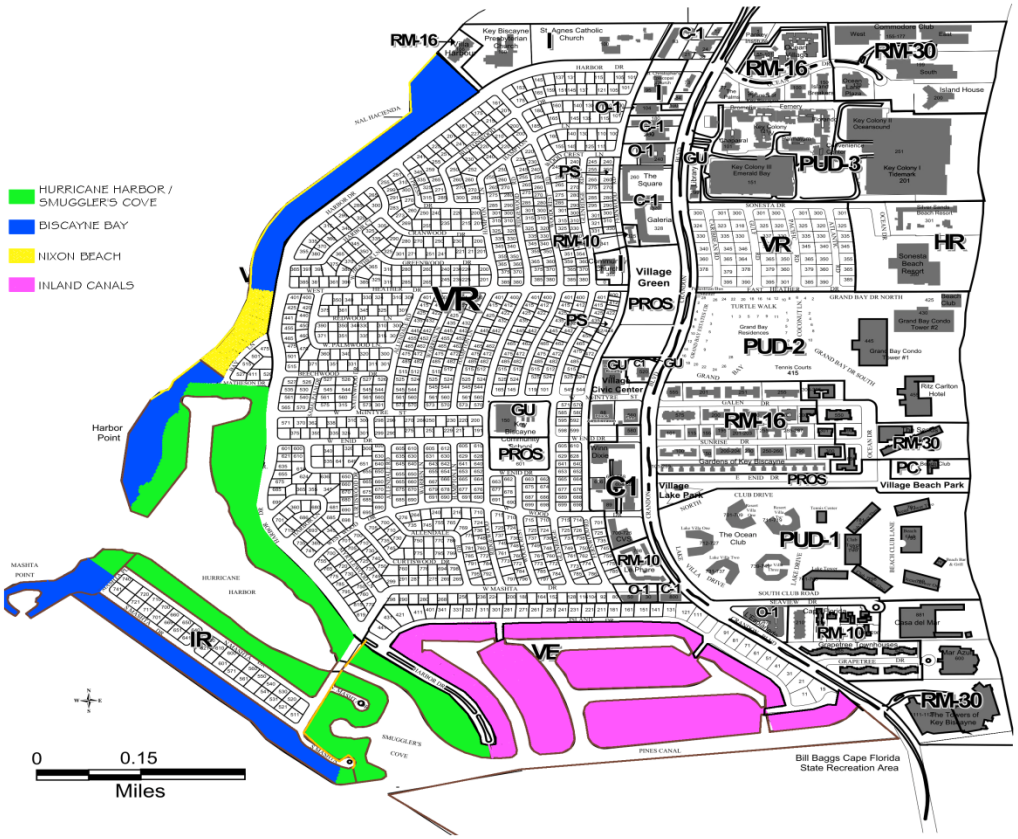
(f) *Permitted encroachments in Required Yards.*

***

(4) Docks and mooring piles.

These regulations shall apply to all properties within the single family districts, unless addressed in the specific regulations. For purposes of this section, properties shall be identified as provided for in the Village Waterfront Property Map.

VILLAGE OF KEY BISCAYNE
WATERFRONT PROPERTY MAP



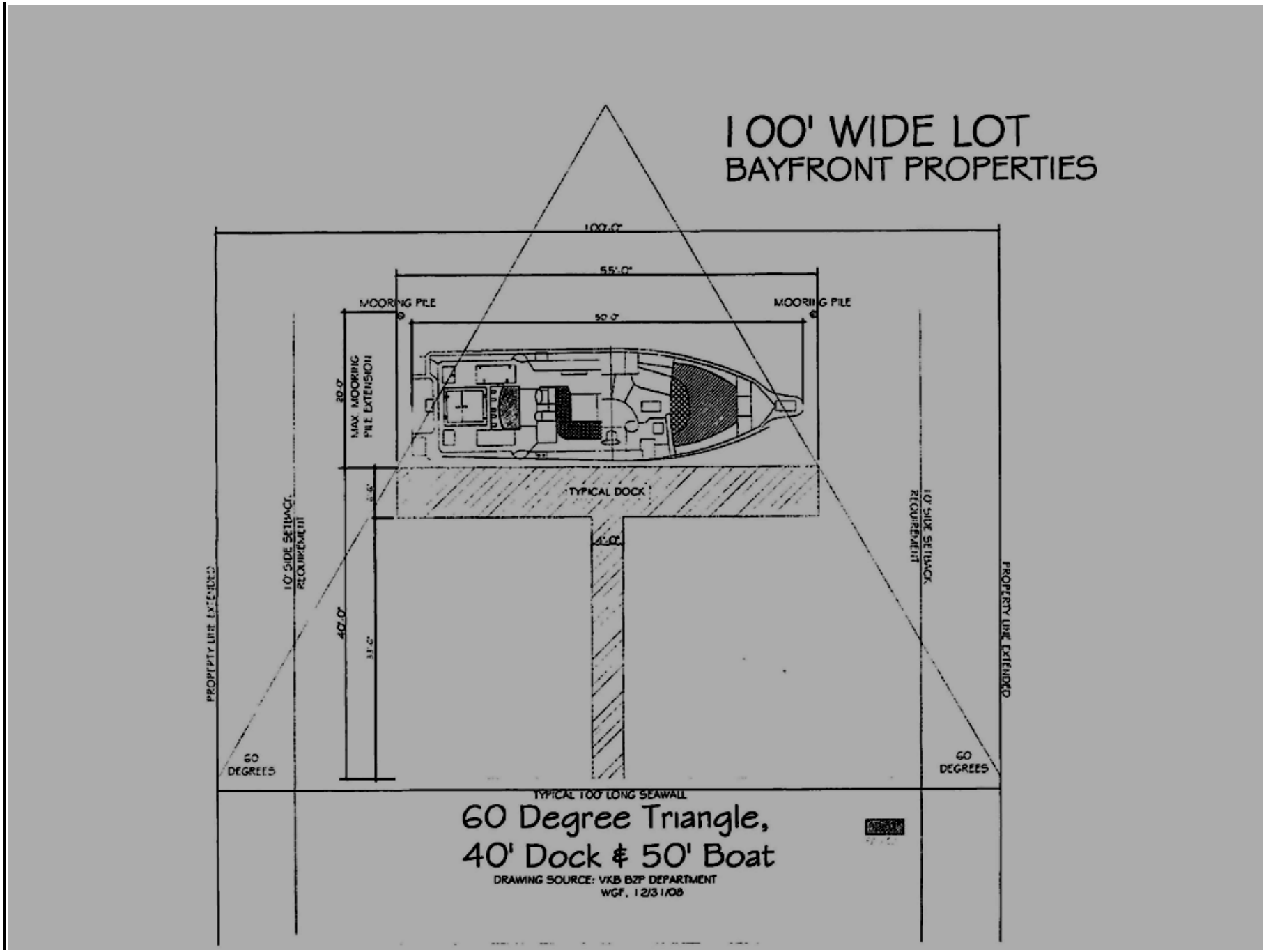
(a) General Requirements

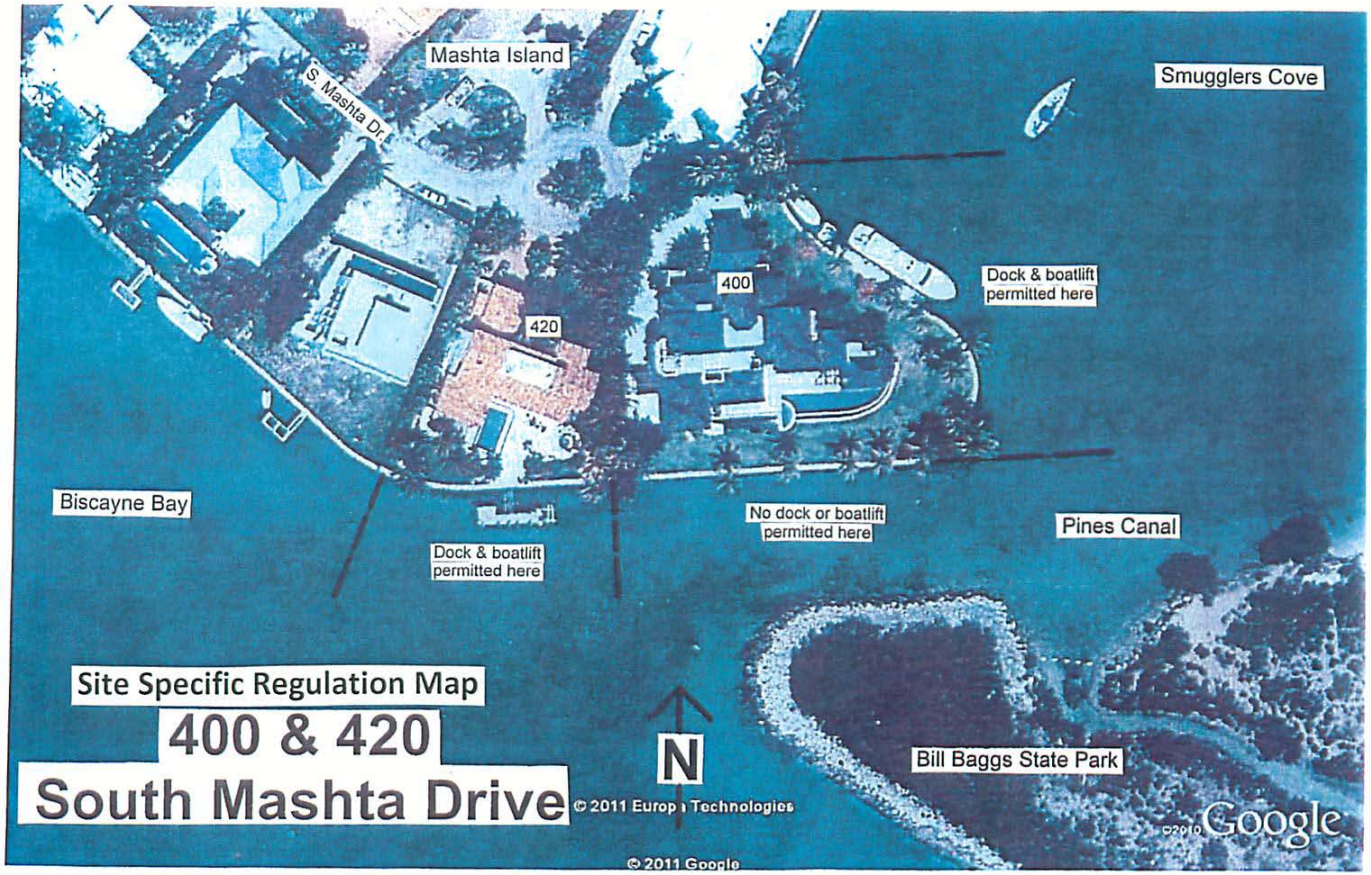
Regulations	**Requirements**
Building Permit Required	No docking facility shall be constructed without prior written approval by the Building, Zoning and Planning Department. The Village may deny a permit for any docking facility which is determined, under the criteria provided herein and by applicable law, to be detrimental to the equitable, safe, and adequate navigation of all Waterways in the Village including Biscayne Bay.
Setbacks for docks, davits, fender pilings, watercraft and mooring piles	Minimum setback shall be the side setback in the applicable zoning district extended into the water. No portion of a watercraft, including, but not limited to, the bow pulpit, engines, & dive platforms shall encroach into the required setback.
Mooring pile height.	Maximum height of a mooring pile shall be 13 ft. above NGVD (National Geodetic Vertical Datum).
Tender	For purposes of this section, a tender shall be considered a watercraft if it is in the water.
Boat lift & lift arm	A boat lift or boat arm shall not encroach into the minimum required setback extended into the water. The bottom of a watercraft on a boatlift shall be no more than six inches above the mean high water mark.
Legal nonconforming docks and mooring piles	The re-decking, replacement or repair of a legal nonconforming dock or mooring pile is permitted if it is within the same footprint as the original dock or mooring piles. A legal nonconforming dock or mooring pile that is destroyed or damaged by a natural disaster may be rebuilt within the same footprint as the original dock and mooring pile if a building permit is obtained within two years of the date of said destruction.
Maximum Number of slips and guest watercraft	There shall be no more than two boat slips per property. One guest boat is allowed if moored no more than 24 hours.
Measurement from mangroves	Whenever mangroves are situated on a property, any required measurements shall be from the water's edge of said mangroves.
Fender Piles	Where the width of a waterway does not permit a dock or mooring pile, fender piles may be placed at a distance not to exceed 18 inches from the bulkhead.

(b) Specific Regulations

Regulations	**Canal**	**Hurricane Harbor & Smuggler's Cove**	**Bayfront Properties**
Dock projection & parallel length	A dock shall be permitted to project a maximum of 10 ft. or 10% of the Waterway width, whichever is less.	A dock shall be permitted to project a maximum of 20 ft. or 20% of the Waterway width, whichever is less.	A dock shall be permitted to project a maximum of 40 ft. from the property line. Notwithstanding the foregoing, a dock, including mooring piles, shall be permitted to project a maximum of 100 ft. from the property line for properties located at 1,3,5,7,9,& 11 Harbor Point if the adjacent property owner(s) consent in writing. If there is a concave or convex property line, projection of one side of the dock may exceed the maximum permitted length of the dock by no more than six ft. The maximum length of a dock parallel to a bulkhead shall be 55 ft.
Mooring pile projection and distance requirements	The maximum mooring pile projection shall be 25 ft. from the bulkhead or 20% of the Waterway width, whichever is less.	The maximum mooring pile projection shall be 35 ft. from the bulkhead or 20% of the Waterway width, whichever is less.	The maximum mooring pile projection shall be 20 ft. from a dock. Maximum distance between mooring piles shall be 55 ft.
Triangle	N/A	N/A	A 60 degree triangle shall be required, except for those properties located at 1, 3,5,7,9, &11 Harbor Point. Baseline of the triangle is required to be greater than or equal to 100 ft. The dock or boat lift shall be located within the triangle. Mooring piles, boat lift arms, and watercraft are permitted outside of the triangle. (See, illustration below).
Max, length of watercraft	N/A	N/A	50 ft.
Site specific regulations	N/A	N/A	See below, the Site Specific Regulations Map for the following properties: 400 S. Mashta Dr., 420 S. Mashta Drive, and 28 Harbor Point Drive. Docks and moorings are prohibited on the following properties: 400 Harbor Dr. through and including 500 Bay Lane.
Perpendicular	N/A	No watercraft shall	N/A

dock restrictions		extend beyond the end of a dock perpendicular to a bulkhead by more than 10% of the length of the perpendicular dock. For purposes of this section, a perpendicular dock is a dock whose length from the bulkhead is at least twice the length of that portion of the dock parallel to a bulkhead.	


100' WIDE LOT
BAYFRONT PROPERTIES
100.0'
55'-0"
MOORING PILE
MOORING PILE
50'-0"
20'-0"
MAX MOORING PILE EXTENSION
TYPICAL DOCK
4'-0"
10' SIDE SETBACK REQUIREMENT
10' SIDE SETBACK REQUIREMENT
PROPERTY LINE EXTENDED
PROPERTY LINE EXTENDED
40'-0"
33'-6"
60 DEGREES
60 DEGREES
TYPICAL 100' LONG SEAWALL
60 Degree Triangle,
40' Dock & 50' Boat
DRAWING SOURCE: VKB BZP DEPARTMENT
WGF, 12/31/08


Mashta Island
S. Mashta Dr.
Smugglers Cove
400
420
Dock & boatlift permitted here
Biscayne Bay
No dock or boatlift permitted here
Pines Canal
Dock & boatlift permitted here
Site Specific Regulation Map
400 & 420
South Mashta Drive
N
Bill Baggs State Park
© 2011 Europa Technologies
Google
© 2011 Google

Site Specific Regulation Map
28 Harbor Point
N
Hurricane Harbor
Biscayne Bay
Harbor Point
28
Dock & boatlift permitted here
No dock or boatlift permitted here
Mashta Island
Imagery Date: Apr 1, 2010
25°41'17.22" N 80°10'28.16" W elev 0 ft
© 2011 Google
Eye alt 858 ft
©2010 Google

a. *General Regulations.* No docking facility within the single family districts in the Village of Key Biscayne shall be constructed without prior written approval by the Village of Key Biscayne Building, Zoning and Planning Department. The Village reserves the right to deny such permit for any docking facility which is determined, under the criteria provided herein and by applicable law, to be detrimental to the equitable, safe, and adequate navigation of all Waterways in the Village including Biscayne Bay.

1. All docks, davits, fenders, watercraft and mooring piles shall be set back a minimum of ten feet from each side property line extended into any bodies of water.

2. No mooring pile shall have a height exceeding 13 feet above NGVD (National Geodetic Vertical Datum).

3. No more than two slips shall be permitted per residence. Slip(s) which are occupied by a guest may be moored no longer than 24 hours.

4. A tender shall not be considered as a watercraft.

5. No dock shall project within 50 feet of a breakwater

6. No dock shall be within 25 feet of a marked channel.

7. A boat lift may project from a dock within the applicable 45 or 60 degree triangle but may not encroach the required ten-foot side yard setbacks. Lift arms may extend beyond the applicable 45 or 60 degree triangle, but shall not extend beyond the mooring piles.

8. The maximum height for a watercraft on a boat lift is such that the keel may be no more than five inches above the Mean High Water Level.

9. Maximum Dock and Mooring Pile Extensions from a Property Line.

a. *Canal.* No dock shall extend from a property line into any canal a distance greater than ten feet, or ten percent of the width of the waterway, whichever is less. No mooring pile shall extend from a property line into any canal a distance greater than 25 feet or 20 percent of the canal width, whichever is less. The dock, watercraft and any mooring pile shall fit within a 45 degree triangle.

[triangle]

b. *Hurricane Harbor and Smuggler's Cove.* No dock shall extend from a property line into Hurricane Harbor or Smuggler's Cove a distance greater than 20 feet or ten percent of the waterway, whichever is less. No mooring pile shall extend from a property line into Hurricane Harbor or Smuggler's Cove a distance greater than 35 feet or 20 percent of the channel width, whichever is less. The dock, watercraft and any mooring piles shall fit within a 45 degree triangle.

c. *Biscayne Bay*. No dock shall extend from a property line into Biscayne Bay a distance greater than 40 feet. The dock and watercraft shall fit within a triangle with 60 degree angles along the base of the triangle. The baseline of the triangle shall not exceed 100 feet. No mooring pile shall extend more than 20 feet from a dock and may not extend more than 60 feet from the property line into Biscayne Bay. Mooring piles are permitted outside of the 60 degree triangle.

10. Where the width of a waterway does not permit the placement of a dock or outer mooring pile, fender mooring piles may be placed at a distance not to exceed 18 inches from the bulkhead.

b. *Specific Regulations*. The following provisions shall apply only to those properties located along Biscayne Bay at 200 through and including 398 Harbor Drive:

[triangle]

1. No dock shall extend from a property line into Biscayne Bay a distance greater than 40 feet. The dock shall fit within a triangle with 60 degree angles along the base of the triangle as depicted below. The baseline of the triangle shall not exceed 100 feet.

2. No mooring pile shall extend more than 20 feet from a dock and may not extend more than 60 feet from the property line into Biscayne Bay. No more than two mooring piles and one watercraft are permitted outside of the 60 degree triangle.

3. If the property line is a concave or convex arc, the projection of one side of the dock may exceed the 40-foot maximum by no more than six feet.

4. No more than one slip shall be permitted per residence. A watercraft owned by a guest may be moored no longer than 24 hours within a slip.

5. No dock or mooring pile shall project within 60 feet of a breakwater.

6. A boat lift shall not encroach into the required ten-foot side yard setbacks. Lift arms may extend beyond the 60 degree triangle, but shall not extend beyond the mooring piles.

7. The maximum height for a watercraft on a boat lift is such that the bottom of the watercraft may be no more than six inches above the Mean High Water Level.

8. A watercraft shall not exceed a maximum of 50 feet in length overall (LOA).

9. The maximum distance between mooring piles shall be 50 feet, and the maximum length of a dock running parallel to the property shall not exceed 50 feet.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Conflicts. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading

PASSED AND ADOPTED on first reading this 22nd day of November, 2011.

PASSED AND ADOPTED on second reading this 6th day of December, 2011.

_____

MAYOR FRANKLIN CAPLAN

ATTEST:

_____

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

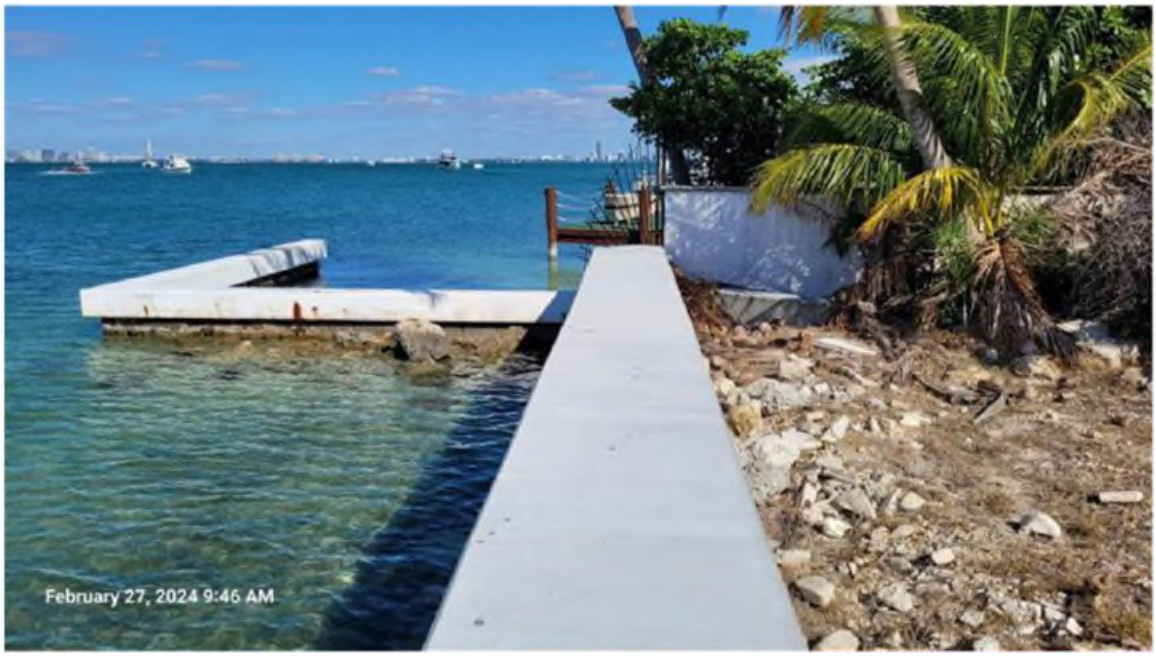
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

22 Harbor Point, Key Biscayne
Application Photographs






February 27, 2024 9:47 AM


February 27, 2024 8:50 AM


February 27, 2024 8:50 AM