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 13, 2026
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. KEY BISCAYNE LIBRARY CONSTRUCTION PROGRESS UPDATE PROVIDED BY MIAMI-DADE COUNTY PUBLIC LIBRARY SYSTEM DIRECTOR LYDIA

LOPEZ (VILLAGE MANAGER)

7.B. AARP AGE-FRIENDLY COMMUNITIES RECOGNITION PRESENTED BY THAYRA HAUSHER AND LENORA YATES (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

TAB 1

7.C. PRESENTATION OF A PROCLAMATION FOR RON ERBEL (MAYOR RASCO)

TAB 2

7.D. PRESENTATION OF A PROCLAMATION RECOGNIZING OCTOBER 14TH, 2026 AS NATIONAL E-WASTE DAY (MAYOR RASCO)

TAB 3

7.E. SPECIAL RECOGNITION FOR 4TH OF JULY EVENT PLANNING - DISABILITY ADVISORY BOARD (COUNCILMEMBER STONER)

7.F. MASTER MUNICIPAL CLERK DESIGNATION FOR VILLAGE CLERK JOCELYN B. KOCH (MAYOR RASCO)

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.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ESTABLISHING THE VILLAGE'S 2027/2028 LEGISLATIVE PRIORITIES;** AND PROVIDING FOR AN EFFECTIVE DATE. (VILLAGE MANAGER)

RECOMMENDATION: APPROVAL

TAB 4

8.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **ACCEPTING A NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION (NOAA) GRANT IN THE AMOUNT OF $412,500 FOR THE OFFSHORE BARRIER REEF FEASIBILITY STUDY AND PRELIMINARY DESIGN PROJECT**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR

AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN DURFEE AND CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 5

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LETTER OF INTENT WITH TEN-8 FIRE & SAFETY, LLC FOR THE PURCHASE OF A PIERCE ENFORCER 107; ASCENDANT PUC LADDER TRUCK IN AN AMOUNT NOT TO EXCEED $1,975,250**; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRE RESCUE CHIEF JOSEPH FERNANDEZ)

RECOMMENDATION: APPROVAL

TAB 6

8.D.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING THE PURCHASE OF POLICE VEHICLES, ACCESSORIES, AND GRAPHICS IN AN AMOUNT NOT TO EXCEED $326,834.31; PROVIDING FOR AUTHORIZATION; DECLARING VARIOUS POLICE VEHICLES AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF OF POLICE FRANCIS J. SOUSA)

RECOMMENDATION: APPROVAL

TAB 7

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

9.A. AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 30-112, "SUPPLEMENTAL USE REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES RELATING TO OUTDOOR FARMERS MARKETS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)
SECOND READING
PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

TAB 8

9.B.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 21-11 OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE PLACEMENT OF GRAVEL AND OTHER LANDSCAPE MATERIALS IN PUBLIC RIGHTS-OF-WAY;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

TAB 9

9.C.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING SECTION 5-4 OF THE VILLAGE CODE OF ORDINANCES RELATING TO TEMPORARY CONSTRUCTION PARKING AND MAINTENANCE STANDARDS;** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
PUBLIC HEARING REQUIRED

RECOMMENDATION: APPROVAL

TAB 10

10. RESOLUTIONS:

10.A.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH V&G CONSTRUCTION SOLUTIONS CORP. FOR THE HARBOR DRIVE MILLING, RESURFACING, AND ROADWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $492,100**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)

RECOMMENDATION: APPROVAL

TAB 11

10.B. A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF POLICE BODY-WORN CAMERA EQUIPMENT, TASERS, DATA STORAGE, AND RELATED MAINTENANCE AND TECHNICAL SERVICES IN AN AMOUNT NOT TO EXCEED $425,628.14 OVER A FIVE-YEAR PERIOD UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 101223-AXN;** PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (POLICE CHIEF FRANCIS J. SOUSA)

RECOMMENDATION: APPROVAL

TAB 12

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AN AGREEMENT WITH MOFFATT & NICHOL, INC. FOR THE OFFSHORE FEASIBILITY AND PRELIMINARY SHORELINE DESIGN STUDY PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2026-09 IN AN AMOUNT NOT TO EXCEED $1,075,000**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)

RECOMMENDATION: APPROVAL

TAB 13

10.D.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MAVERICK UNITED ELEVATOR LLC FOR ELEVATOR MODERNIZATION SERVICES IN AN AMOUNT NOT TO EXCEED $350,000**; AND PROVIDING FOR AN EFFECTIVE DATE.(PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA AND CIP AND GRANTS MANAGER COLLEEN DURFEE)

RECOMMENDATION: APPROVAL

TAB 14

10.E.

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO CON-MECH INC. FOR REPLACEMENT OF HVAC SYSTEMS AT VILLAGE HALL AND THE COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED $312,423;** AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR

CHRISTOPHER MIRANDA AND CIP AND GRANTS MANAGER COLLEEN DURFEE)

RECOMMENDATION: APPROVAL

TAB 15

11. REPORTS AND RECOMMENDATIONS:

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

MANAGER'S REPORT

TAB 16

1. SWALE + SIGHTLINE COMPLIANCE STATUS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

2. QUARTERLY BUILDING STATS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

3. QUARTERLY CODE COMPLIANCE STATS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

4. PROCUREMENT MONTHLY UPDATE (PROCUREMENT OFFICER DAREN JAIRAM)

5. GRANTS FUNDING UPDATE (CIP AND GRANTS MANAGER COLLEEN DURFEE)

6. CIP FY27 MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN DURFEE)

7. NOVEMBER WORKING COUNCIL AGENDA (CHIEF OF STAFF JENNIFER RODERO)

B. MAYOR AND COUNCILMEMBERS

1. STORMWATER INFRASTRUCTURE IMPROVEMENTS-GIORGIO TACHIEV/GIT PRESENTATION ON MATTER OF DESIGN AND FORMAT/STRUCTURE FOR PROCEEDING WITH EXECUTION OF THE DESIGN (COUNCILMEMBER STONER)

2. STATUS OF CODE OF CONDUCT FOR VILLAGE PROPERTIES

(COUNCILMEMBER STONER)

3. DISCUSS PARKING ISSUES VILLAGE FACILITIES (MAYOR RASCO)

C. VILLAGE ATTORNEY

D. VILLAGE CLERK

12. OTHER BUSINESS/GENERAL DISCUSSION

13. SCHEDULE OF FUTURE MEETINGS/EVENTS:

COUNCIL WORKSHOP-THE SHORELINE CONCEPT
TUESDAY, OCTOBER 27, 2026, 6:00 P.M., COUNCIL CHAMBER

KEY BISCAYNE MUNICIPAL ELECTION
TUESDAY, NOVEMBER 3, 2026, 7:00 A.M. TO 7:00 P.M., GYMNASIUM
KEY BISCAYNE COMMUNITY CENTER

INSTALLATION CEREMONY
THURSDAY, NOVEMBER 12, 2026, 7:00 P.M., ISLAND ROOM
KEY BISCAYNE COMMUNITY CENTER

REGULAR COUNCIL MEETING
TUESDAY, NOVEMBER 17, 2026, 6:30 P.M., COUNCIL CHAMBER

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.

AARP®

THIS IS TO CERTIFY THAT THE

Village of Key Biscayne, Florida

has created an action plan for becoming more age-friendly under the criteria established by AARP and has been renewed as a member of

The AARP Network of Age-Friendly States and Communities

THIS CERTIFICATION IS VALID UNTIL

August 6, 2029

Nancy A. LeaMond, Chief Advocacy and Engagement Officer
COMMUNITY, STATE AND NATIONAL AFFAIRS, AARP | WASHINGTON, D.C.

**The AARP Network of Age-Friendly States and Communities,
a program of the AARP Livable Communities initiative,
is an independent affiliate of the World Health Organization Global Network
for Age-Friendly Cities and Communities.®**

AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUNITIES
ESTABLISHED 2012

**Age-Friendly Communities
Are Livable for
People of *All* Ages**
aarp.org/livable

Proclamation

OFFICE OF THE MAYOR



WHEREAS, the Key Biscayne community wishes to recognize and honor the life, legacy, and dedicated service of Ronald "Ron" Andrew Erbel, who faithfully served the Village of Key Biscayne as a firefighter for over 26 years; and

WHEREAS, Ron was not only a founding member of the Fire Department, but selflessly served his fellow residents as a volunteer firefighter for many years prior to the Village's incorporation; and

WHEREAS, as a firefighter, Ron also served as the Fire Department's Chaplain, giving support and counseling to Key Biscayne's firefighters for over 20 years; and

WHEREAS, it was in this spirit of selflessness and duty that Ron volunteered to be part of the rescue and recovery teams that searched through the rubble and ruins of the 9/11 terrorist attacks at Ground Zero. Tragically, over the years, exposure to toxic materials in the aftermath have claimed numerous lives like Ron's; and

WHEREAS, before his passing, Ron and his wife, Victoria, benevolently created a scholarship for longtime serving Key Biscayne firefighters' children and grandchildren to assist with their educational needs and goals; and

WHEREAS, for those who were lucky enough to know Ron, he was a true friend, a kind neighbor, and a hero. He had an easy smile and a warm heart. Ron loved nature, the ocean, the trees; He loved riding his motorcycle and... he loved taking care of bees.

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY HONOR THE MEMORY, THE SACRIFICE, AND THE LEGACY OF RONALD ANDREW ERBEL.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 13TH DAY OF OCTOBER 2026.

MAYOR JOE I. RASCO

CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

Proclamation

OFFICE OF THE MAYOR



WHEREAS, the Village of Key Biscayne recognizes the importance of protecting and preserving our natural resources and works to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer and healthier environment; and

WHEREAS, the Village of Key Biscayne has undertaken many positive and successful waste reduction programs that have helped make Village of Key Biscayne one of Florida's recycling leaders, however, we can further reduce electronic waste (e-waste) and recycle even more electronics; and

WHEREAS, although there has been a significant increase in the amount of recycling in the Village of Key Biscayne today, we must continue to focus on other electronic waste initiatives such as electronic waste reduction, electronic waste collection events, electronic waste educational materials for our community, the reuse of electronic products and materials, and purchasing recycled or post-consumer electronic products and packaging; and

WHEREAS, by encouraging businesses, State agencies, nonprofit organizations, schools and individuals to celebrate Village of Key Biscayne E-Waste Day, we can further promote electronic recycling as an environmentally efficient and, economically smart way of life; and

WHEREAS, local community leaders can help encourage recycling by informing citizens about the importance of buying recycled electronic products; they can also help foster greater awareness of the need to expand collection programs for recyclable goods and materials by promoting the benefits of recycling investments for businesses; and

WHEREAS, it is important that all Village of Key Biscayne residents become involved in E-Waste recycling activities and learn more about the many recycled products and packaging available to them as consumers; it is also fitting for the Village of Key Biscayne to celebrate National E-Waste Day to help ensure a safe and healthy environment and an improved quality of life for present and future generations; and

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION IN RECOGNIZING OCTOBER 14th AS VILLAGE OF KEY BISCAYNE E-WASTE DAY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 13TH DAY OF OCTOBER 2026.

MAYOR JOE I. RASCO

CREATED & DESIGNED BY ISLAND RESIDENTS: CONCHITA ALVAREZ, JAMES BREWSTER & GEORGE EARL JR.

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: 2027 State Legislative Agenda and FY28 Federal Legislative Agenda

RECOMMENDATION

Recommend Village Council approve Village of Key Biscayne's 2027 State and FY28 Federal Legislative Agendas and authorize the mayor, staff, and legislative consultants to advocate for the Village's legislative priorities, funding requests, and grant opportunities.

DISCUSSION

Purpose: To establish the Village's 2027 State and FY28 Federal Legislative Agendas, which guide the legislative priorities, advocacy efforts, and funding requests for the upcoming state and federal legislative cycles. The agendas provide policy direction for elected officials, staff, and legislative consultants while advancing the Village's strategic goals and community interests.

Background: Each year, the Village develops state and federal legislative priorities to guide advocacy efforts and coordinate with elected officials, agency partners, and legislative representatives. These agendas provide a framework for pursuing policy initiatives, appropriations, grants, and other funding opportunities that advance the Village's strategic objectives.

The proposed agendas are guided by principles that promote community resilience, environmental stewardship, public safety, mobility, quality of life, and effective local governance. The Village supports initiatives that protect home rule authority, strengthen fiscal sustainability, improve resilience to flooding and coastal hazards, protect environmental resources and water quality, enhance transportation and mobility, support emergency preparedness, and foster community well-being. The Village also advocates for responsible planning, infrastructure investment, innovation, and regional collaboration to address the unique needs of coastal and barrier island communities.

Consistent with these principles, the State Legislative Agenda focuses on issues affecting local government authority, resilience, environmental stewardship, public safety, transportation, and quality of life, including appropriation requests for infrastructure, flood mitigation, senior services, and coastal protection. The Federal Legislative Agenda advances funding requests for coastal resilience, flood protection, and critical infrastructure projects that help safeguard residents, public facilities, transportation access, and community assets from increasing environmental and climate-related risks.

Justification: The State and Federal Legislative Agendas are important tools for advancing Village priorities and securing outside funding. Continued advocacy helps ensure Key Biscayne receives consideration for legislative initiatives, appropriations, grants, and agency programs that support the Village's resilience, infrastructure, environmental, public safety, and community service objectives.

Beyond funding requests, the agendas establish policy positions that guide the Village's response to legislation and administrative actions affecting municipal authority, revenue stability, infrastructure investment, environmental protection, transportation, public safety, and quality of life. They also provide

direction for monitoring emerging issues such as coastal resiliency, utility undergrounding, property and flood insurance, condominium legislation, water quality, and government modernization.

The proposed priorities align with ongoing Village investments in the Resilient Infrastructure and Adaptation Program (RIAP), stormwater management, shoreline protection, transportation improvements, public safety enhancements, and quality-of-life services. Adoption of these agendas provides clear direction to the Mayor, Council, staff, and legislative consultants and strengthens the Village's advocacy before the Florida Legislature, Congress, and administrative agencies.

Implementation Plan: Upon approval, staff will distribute the adopted State and Federal Legislative Agendas to legislative consultants, elected officials, and agency partners, and will use the Legislative Priorities Exhibit to guide advocacy efforts throughout the year.

The Mayor, Village Manager, and legislative consultants will advocate for the Village's priorities before state and federal decision-makers, support appropriations requests, monitor relevant legislation, and coordinate with partner organizations when interests align.

Staff will provide periodic updates to the Village Council on legislative activity, funding requests, grant opportunities, and key outcomes. Any significant changes to legislative priorities or policy positions will be presented to the Council for direction.

This approach ensures the agendas serve as both an annual funding strategy and a policy framework for advancing the Village's strategic objectives and protecting its interests.

RESOURCE IMPACT

Recurring Funding: N/A
Personnel: Mayor, Village Manager, and supporting departmental staff as required
Equipment, Facilities and Training: N/A

FUNDING SOURCES

- GL Code: 001-13-513-31103-000000
- Budget-Line Items: Federal Lobbying Support
- Amounts: $78,000
- GL Code: 001-13-513-31030-000000
- Budget-Line Items: State Lobbying Support
- Amounts: $75,000

STRATEGIC CONNECTION

The State and Federal Legislative Agendas support the Village's strategic priorities by advancing efforts to secure external funding, strengthen infrastructure resilience, protect environmental resources, enhance public safety, and preserve the Village's exceptional quality of life.

- Goal – Communicate and Collaborate with Community and Partners
- Focus Area – Collaborate with Partners
- Actions – Develop and pursue state and federal agendas & advance regional partner coordination and relationships

ATTACHMENTS

A. Village of Key Biscayne Legislative Priorities (Exhibit A)
B. 2027 State Legislative Agenda Packet
C. FY28 Federal Legislative Agenda Packet

Prepared by: Steven C. Williamson, Village Manager

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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ESTABLISHING THE VILLAGE'S 2027/2028 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 years 2027/2028, all as set forth in greater detail in the Legislative Priorities attached hereto as Exhibit "A," the 2027 State Legislative Agenda attached hereto as Exhibit "B," and the 2028 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 _____, 2026.

_____

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 LEGISLATIVE PRIORITIES

The Village of Key Biscayne supports legislation, policies, funding opportunities, and intergovernmental partnerships that advance the Village's strategic goals of community resiliency, environmental stewardship, public safety, mobility, quality of life, and effective local governance. The Village's legislative priorities include the following:

Home Rule and Local Government Authority

- Protect and advance the constitutional and statutory home rule powers of municipalities.
- Oppose unfunded mandates, preemptions, or legislation that unnecessarily limits local decision-making authority.
- Promote a stable and diversified framework of municipal revenue sources necessary to provide essential local government services.

Resiliency, Infrastructure, and Coastal Protection

- Advocate for policies, regulatory reforms, and funding opportunities that strengthen community resilience to coastal hazards, flooding, storm impacts, and sea level rise.
- Encourage investment in resilient public infrastructure, including stormwater systems, transportation networks, public facilities, utilities, and other critical infrastructure.
- Prioritize the hardening, modernization, reliability, and undergrounding of electrical, telecommunications, and other utility infrastructure serving coastal and barrier island communities.
- Advance shoreline protection, beach renourishment, coastal restoration, and other measures that preserve coastal resources and public access.
- Promote improved coordination among federal, state, regional, and local agencies to facilitate timely resilience, infrastructure, and environmental projects.

Environmental Stewardship and Water Quality

- Champion initiatives that protect, restore, and enhance water quality, marine resources, public waterways, beaches, and coastal ecosystems.
- Advance legislation, regulations, and funding programs that address water quality challenges affecting Biscayne Bay and other regional water resources.
- Encourage innovative and sustainable approaches to managing coastal environmental conditions and natural resource impacts.
- Foster environmental sustainability, ecosystem restoration, and long-term stewardship of natural resources.

Land Use, Community Planning, and Growth Management

- Promote responsible planning, intergovernmental coordination, and consideration of regional impacts associated with development and growth.
- Encourage collaboration among neighboring jurisdictions when proposed actions may affect traffic, infrastructure, public safety, environmental conditions, or quality of life beyond municipal boundaries.
- Recognize and advocate for planning frameworks that address the unique circumstances and challenges of coastal and barrier island communities.

EXHIBIT A: VILLAGE OF KEY BISCAYNE LEGISLATIVE PRIORITIES

Public Safety and Emergency Preparedness

- Strengthen legislative and funding efforts related to emergency preparedness, disaster response, hazard mitigation, and recovery.
- Promote initiatives that enhance community, pedestrian, and boating safety.
- Advance investments in infrastructure, technology, and equipment that improve public safety operations and emergency coordination.

Transportation and Mobility

- Advocate for transportation policies and funding programs that improve connectivity, safety, accessibility, and mobility.
- Encourage balanced approaches to emerging mobility technologies while prioritizing public safety and community compatibility.
- Promote investments that expand multimodal transportation options and accessibility.

Community Well-Being and Quality of Life

- Advance policies that enhance health, wellness, recreation, cultural opportunities, and community engagement.
- Promote services and resources that foster independence, safety, and quality of life for older adults and other populations with unique community needs.
- Cultivate vibrant public spaces, strong neighborhoods, and quality of life for residents.

Technology and Innovation

- Encourage the responsible use of emerging technologies and innovation to improve government efficiency and service delivery.
- Promote policies that strengthen cybersecurity, data protection, and technological resilience for local governments.

Monitoring and Advocacy

The Village will monitor and advocate on legislation, regulations, administrative policies, and funding opportunities affecting:

- Municipal home rule and local government authority.
- Municipal revenues and fiscal sustainability.
- Coastal resiliency and climate adaptation.
- Utility infrastructure reliability and undergrounding.
- Beach and shoreline protection.
- Water quality and environmental protection.
- Property and flood insurance availability and affordability.
- Condominium and community association legislation.
- Transportation and mobility issues.
- Public safety and emergency management.
- Community health, wellness, and aging services.
- Technology, innovation, and government modernization.

The Village shall also work collaboratively with federal, state, regional, municipal, and partner organizations whose legislative priorities advance the interests of the Village of Key Biscayne and its residents.

VILLAGE OF KEY BISCAYNE

State Legislative Interests

August 31, 2026

Legislative Topics to Monitor:

- Land use, zoning, and building codes affecting coastal and barrier island communities
- Tax proposals potentially affecting local municipalities and home rule authorities
- Revenue diversification for local governments
- Condominium association governance, operations, and financial requirements
- Property and flood insurance affordability and availability in coastal communities
- Electrical and telecommunications grid resilience, reliability, and undergrounding
- Shoreline protection and beach renourishment
- Coastal environmental protection
- Sargassum and seaweed mitigation
- Water quality initiatives
- Boating safety
- Micro-mobility initiatives impacting motorized scooters and electric bicycle usage
- State park and local government coordination

Administration Programs to Monitor:

1. ***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 of the Village's Resilient Infrastructure & Adaptation Program (RIAP)

2. ***Water Restoration Assistance:***

Clean Water State Revolving Fund

- Fully fund or increase program funding
- Village benefits:
  - Design and construction of the stormwater components of the Village's Resilient Infrastructure & Adaptation Program (RIAP)

FDEP Water Quality Improvement Program

- Fully fund or increase program funding
- Village benefits:
  - Design and construction of stormwater treatment systems supporting the Village's Resilient Infrastructure & Adaptation Program (RIAP)
  -

3. Coastal Ecosystem Restoration:

Florida Coral Reef Restoration and Recovery Initiative
FDEM Coral Reef Shoreline Mitigation & Protection Program

2027 State Appropriations Requests

August 31, 2026

Sunset Circle Outfall Repair:

- The project includes repair and replacement of critical stormwater outfall infrastructure serving the Key Biscayne K-8 Community School area. The improvements will restore the system's ability to efficiently discharge stormwater, improve reliability during heavy rainfall events, reduce localized flooding risks, and protect surrounding public infrastructure and private property in an area used daily by students, families, school staff, and nearby residents. The project addresses aging coastal infrastructure that is essential to maintaining safety and stormwater system performance around our local public school.
- Project cost: $2,500,000. The Village requests $1,000,000 from the State and commits $1,500,000 in federal CPF grant match.
- Without funding, the deteriorating outfall infrastructure will continue to pose risks to school safety and the Village's stormwater system performance, increasing the potential for flooding, erosion, infrastructure failures, and emergency repair costs. Delayed repairs may result in more extensive damage to public facilities and adjacent properties, leading to significantly higher future replacement costs and reduced resilience during major storm events.

Garden District Pump Station Installation:

- The project includes construction of a new stormwater pump station and associated infrastructure improvements within the Garden District. The pump station will enhance drainage capacity, improve flood protection during heavy rainfall and tidal events, and support the Village's long-term resilience strategy. The project serves one of Key Biscayne's most densely populated residential areas, home to approximately 5,000 residents across 1,500 housing units, and is a critical component of the Village's broader flood mitigation efforts.
- Project cost: $2,500,000. The Village requests $1,000,000 from the State and commits $1,500,000 in FEMA HMGP Grant match.
- Without funding, residents within the Garden District will continue to experience recurring flooding and associated impacts to homes, vehicles, infrastructure, and public safety. Delays in implementation will increase future construction costs, prolong risks to one of the Village's most vulnerable neighborhoods, and may jeopardize the Village's ability to leverage major federal HMGP resources tied to the local match.

Seniors Programming:

- Request supports the Village's senior program to improve the quality of life for residents ages 60 and older by providing recreational, social, health, wellness, and educational opportunities, while also offering support services and resources that promote

independence, engagement, and overall well-being, including support for older adults 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 serves more than 15% of the Village's population, a share significantly higher than surrounding areas, and plays a critical role in maintaining health, safety, and community connections for older adults. Due to Key Biscayne's geographic isolation, accessible only via a single causeway, local programs are especially important. Without funding, the Village would be forced to reduce services that help prevent social isolation, support healthy aging, reduce dependence on emergency and social service programs, and avoid shifting from proactive engagement to more costly reactive services.

Extend Streetlight Coverage for Safety:

- The project expands streetlight coverage throughout targeted areas of the Village to improve pedestrian safety, bicycle safety, roadway visibility, and public security. Enhancements will address existing lighting gaps along key travel corridors, neighborhood streets, and public spaces, improving visibility for residents, visitors, and first responders while creating a safer environment for all users.
- Project cost: $2,500,000. The Village requests $750,000 from the State and commits $1,750,000 in local match.
- Without funding, existing lighting deficiencies will remain, leaving ongoing safety concerns for pedestrians, cyclists, and motorists during nighttime and low-visibility conditions. Gaps in lighting along key roadways and public spaces will persist, limiting efforts to enhance public safety and support a more walkable, connected community.

Beach Access Pathway Improvement:

- This project constructs a critical public access pathway to Key Biscayne's beachfront, providing safe and controlled access for residents and visitors while protecting sensitive dune systems and endangered sea turtle nesting habitat. The pathway will help direct pedestrian traffic, reduce environmental impacts, improve accessibility, and support long-term coastal stewardship objectives. It also supports the Village's ability to rejoin the U.S. Army Corps of Engineers Coastal Storm Risk Management Program, unlocking access to substantial federal coastal protection resources.
- Project cost: $350,000. The Village requests $175,000 from the State and commits $175,000 in local match.
- Without funding, uncontrolled pedestrian access will continue to contribute to degradation of sensitive coastal resources and create challenges for managing public access to the beach. Delaying the project will limit the Village's ability to protect environmental assets, improve accessibility, enhance visitor safety, and pursue federal coastal protection resources that could help safeguard approximately $15 billion in local property value.

State Grants and Loan Requests

August 31, 2026

The Village takes a strategic and thoughtful approach to pursuing grant funding and financing. With impending sea level rise and increasingly frequent and intense storms, the Village is investing in protecting life, property, and quality of life now and for generations to come. Most current and future loan and grant pursuits support the Village's Resilient Infrastructure and Adaptation Program (RIAP). RIAP is an integrated program to protect our shorelines, upgrade our stormwater systems, improve our roadways, and underground our utilities. Other grants support beach renourishment and transportation initiatives.

1. **Hazard Mitigation Grant 4486-092R Phase 2:** FEMA/FDEM | Grant Amount: $6,755,682 | Match: 54% | Status: FEMA Review | Project Cost: $14,701,270 | Project: Phase 2 – Construct Garden District Stormwater Drainage Improvements

2. **State Appropriation FY26 |** FDEP | $375,000 | Match: TBD | Status: Contract Execution | Project Cost: Project Cost: $14,701,270 | Project: Phase 2 – Construct Garden District Stormwater Drainage Improvements

3. **State Appropriation FY26** | FDEP | $250,000 | Match: TBD | Status: Contract Execution | Project Cost: $1,200,000 | Project: Feasibility Study and Preliminary Design for Offshore Reef Breakwater System.

4. **TPO Municipal Planning Grant:** Miami-Dade TPO | Grant Amount: $40,000 | Match: 73% | Status: Contract Execution | Project Cost: $150,000 | Project: Planning and Conception Design for Fernwood Drive Improvements Project

5. **FDOT Transportation Alternatives Program**: FDOT | Grant Amount: $1,500,000 | Match 60% | Status: Notice of Award Received, project scheduled in FDOT Tentative Work Program for FY2031 | Project: Fernwood Drive Improvements Project

6. **Beach Management Funding Assistance Program:** FDEP | Request Amount $1,120,385.00 | Match: $1,329,615.00 | Status: Funds available for 2027 projects. | Project Cost: $2,450,000.00 | Project: Beach renourishment and dune restoration

Points of Contact:
Steven Williamson, Village Manager, Village of Key Biscayne, swilliamson@keybiscayne.fl.gov | (786) 570-1618
Colleen Durfee, Grants Manager, Village of Key Biscayne, cdurfee@keybiscayne.fl.gov | (305) 365-8948
Jared Rosenstein, Capital City Consulting, jared@cccfla.com | (786) 247-8716

VILLAGE OF KEY BISCAYNE

Federal FY28 Appropriations Requests

August 31, 2026

Oceanside Dune System Reinforcement:

- The project reinforces and enhances Key Biscayne's primary oceanside dune system to improve coastal resilience, reduce erosion, and provide greater protection from storm surge and wave action. The project includes dune restoration, strategic sand placement, native vegetation installation, stabilization measures, and related improvements designed to strengthen the island's natural coastal defenses. The dune system serves as the Village's first line of protection against hurricanes and severe coastal storms while supporting critical habitat and preserving public beach resources. The project helps protect approximately 10,000 residents, 35 multifamily condominium buildings, the Village's hotel district, and nearly $8 billion in property value.
- Project cost: $4,000,000. The Village requests $2,000,000 and commits $2,00,000 in local match.
- Funding this project will strengthen protection for residents, businesses, critical infrastructure, and the Village's only evacuation route. A reinforced dune system will help reduce storm damage, mitigate erosion, improve long-term coastal resilience, protect public and private property values, and preserve one of the community's most important natural assets. The project will also reduce future recovery costs associated with storm impacts while supporting environmental stewardship and habitat preservation. Continued investment in this natural defensive system will help protect thousands of residents and billions of dollars in community assets from increasing storm and sea level rise risks.

West Matheson Neighborhood Outfall Repair:

- The project repairs and upgrades the West Matheson Drive stormwater outfall system that serves one of the Village's most flood-prone areas and supports the broader Zone 1 stormwater improvement program. The existing outfall infrastructure is critical to conveying stormwater away from surrounding neighborhoods during heavy rainfall and tidal events. Improvements will restore system reliability, improve discharge capacity, reduce localized flooding, and protect public infrastructure and adjacent properties. The area served includes a public school, numerous single-family residences, approximately 2,000 residents, and approximately $1.5 billion in property value.
- Project cost: $2,500,000. The Village requests $1,000,000 and commits $1,500,000 in local match.
- Funding this project will improve stormwater system performance, reduce flooding in vulnerable residential areas, protect roadways and public infrastructure, and support ongoing resilience investments throughout the Village. Without these improvements, aging infrastructure will continue to increase flood risks, maintenance costs, and potential damage to homes, public facilities, and transportation networks during major storm events.

The project will provide enhanced flood protection for a critical residential area, help safeguard access to a public school, and protect about $1.5 billion in community assets.

Holiday Colony Neighborhood Flood Reduction:

- The project implements neighborhood-scale flood reduction improvements within the Holiday Colony area, a residential community consisting of both single-family and multi-family homes, as well as the Village's public library. The project will improve stormwater conveyance and drainage capacity through infrastructure upgrades designed to reduce the frequency, depth, and duration of flooding caused by increasingly intense rainfall events, elevated groundwater conditions, and tidal influences. The project helps protect residential homes, multifamily residences, the Village's public library, and nearly $2 billion in property value.
- Project cost: $8,500,000. The Village requests $3,000,000 and commits $5,500,000 in local match.
- Funding this project will protect residents and public facilities from recurring flood impacts while improving public safety, emergency access, and neighborhood resilience. The project will help safeguard homes, multifamily residences, the public library, roadways, and supporting infrastructure from flood-related damage. By reducing chronic flooding, the Village can better protect property values, improve quality of life, and ensure continued access to essential community services during severe weather events. This investment will protect a critical residential neighborhood, preserve access to essential public services, and reduce flood risks to close to $2 billion in community assets.

Points of Contact:

Steven Williamson, Village Manager, Village of Key Biscayne, swilliamson@keybiscayne.fl.gov | (786) 570-1618
Colleen Durfee, Grants Manager, Village of Key Biscayne, cdurfee@keybiscayne.fl.gov | (305) 365-8948
Jim Davenport, Thorn Run Partners, jdavenport@thornrun.com | (703) 597-2009

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Offshore Barrier Reef Feasibility and Preliminary Design and Study Grant Agreement

RECOMMENDATION

Recommend Village Council authorize the Village Manager to execute a grant agreement with the National Oceanic and Atmospheric Administration (NOAA) for $412,500 to fund a feasibility study and preliminary design of an offshore barrier reef.

DISCUSSION

Purpose: To address the underlying driver of erosion of the Key Biscayne beach. The feasibility study will determine the regulatory framework and permitting pathway for construction of a full-scale barrier reef system should it be determined to be a viable approach for shoreline protection.

Background: The Village of Key Biscayne faces chronic shoreline erosion along its 1.2-mile Atlantic coastline, losing approximately 12,000 cubic yards of sand annually. This erosion directly threatens critical infrastructure – including an electrical substation, stormwater systems, water and sewer utilities, and Crandon Boulevard, the Village's only evacuation route – as well as approximately $5 billion in adjacent property values and the dunes that serve as the primary storm surge buffer for oceanside neighborhoods.

The Village has secured a NOAA grant and has selected a scientific and engineering team (**Moffatt & Nichol Inc.** in partnership with the **University of Miami Rosenstiel School of Marine, Atmospheric, and Earth Science**) to conduct a comprehensive feasibility study and preliminary engineering design of a offshore barrier reef system to lower shoreline recession rates. The project will combine oceanographic field data collection, advanced numerical wave and sediment transport modeling, benthic habitat assessments, small-scale prototype structure fabrication, and coral propagation field testing to identify optimal offshore reef locations and configurations.

Justification: Traditional beach renourishment for the Key Biscayne beach has been the primary response since 1969, with seven major renourishment projects totaling 837,300 cubic yards of sand placed. However, this approach is becoming increasingly unsustainable: sand costs have escalated from $14.50/cy to $54/cy, and renourishment intervals have shortened from approximately seven years to just 2–3 years. The USACE Coastal Storm Risk Management Study for Key Biscayne recommended renourishment every 16–24 months – a frequency that imposes significant financial, logistical, and environmental burdens without addressing the underlying driver of erosion: unattenuated wave energy reaching the shoreline. As USACE will be providing its "Findings Report" in September 2026 this feasibility study project builds upon and complements existing federal and regional efforts, including the

USACE Coastal Storm Risk Management Feasibility Study and the USACE Southeast Florida Regional Sediment Management Study, by evaluating an upstream nature-based intervention to reduce the wave energy arriving at the beach.

Implementation Plan: This NOAA grant will fund a portion of the feasibility study and preliminary design. The scope of the project funded by NOAA encompasses data collection, site characterization, and modeling and will inform the implementation scope that follows. The scope of this project is structured to progress systematically from site assessment and analysis through technical modeling and design, with continuous stakeholder engagement throughout, ensuring that each task builds on the last. While this first phase is funded by NOAA and will take about 12-16 months to complete, the entire feasibility study, site selection, and preliminary design will be completed over a two -year period.

For the purposes of this agenda item, the NOAA funding will cover the following tasks:

Phase 1 Tasks – NOAA Funded 100%	Start	End	Mos.	Grant $	Total Cost
Task 1 – Data Collection & Review	Nov 2026	Mar 2026	5	$100,000	$100,000
Task 2 – Site Identification & Evaluation	Jan 2027	June 2027	6	$200,000	$200,000
Task 3 – Preliminary Design & Prototyping	Mar 2027	Oct 2027	8	$112,500	$112,500
TOTAL	Nov 2026	Oct 2027	~12	$412,500	$412,500

RESOURCE IMPACT

Recurring Funding: None.
Personnel: Work will be performed by the selected consultant team and managed by the Village's Chief Resilience and Sustainability Officer, with support from appropriate Village departments.
Equipment: N/A
Facilities: N/A
Training: N/A

FUNDING SOURCES

This is the first phase of a multi-phase project. This phase is fully funded by NOAA through the grant. The subsequent phases are funded by Village CIP and a state appropriation.

Source	Amount	Use
Federal appropriation administered by NOAA	$412,500	Initial three tasks
State appropriation administered by FDEP	$250,000	Later study tasks
Local match	$412,500	Later study tasks and required match
TOTAL	$1,075,000	Full feasibility study

- ***GL Code:*** 301-41-541-63073
- ***Budget Line-Item:*** Design Off-Shore Hybrid Reef
- ***Amount:*** $1,075,000
- ***Maintenance & Repair:*** N/A

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This work advances the Resilient Infrastructure and Adaptation Program by furthering the Village's shoreline-protection and coastal-resilience priorities: safeguarding the shoreline environment, adjacent properties, and coastal infrastructure.

- **Goal** - Resilient and Sustainable Environment and Infrastructure
- **Focus Area** – Protect Shorelines
- **Action** – Perform offshore barrier reef feasibility study and preliminary design

ATTACHMENT(S)

A. Grant agreement

Prepared by: Roland Samimy, Ph.D., Chief Resilience and Sustainability Officer

Department Director: Christopher Miranda | Public Works Department

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

RESOLUTION NO. 2026- ____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, ACCEPTING A NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION (NOAA) GRANT IN THE AMOUNT OF $412,500 FOR THE OFFSHORE BARRIER REEF FEASIBILITY STUDY AND PRELIMINARY DESIGN PROJECT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") desires to conduct a feasibility study and preliminary design of an offshore barrier reef system to lower shoreline recession rates (the "Project"); and

WHEREAS, the National Oceanic and Atmospheric Administration ("NOAA") awarded the Village a grant in the amount of $412,500 (the "Grant") for the Project; and

WHEREAS, the total cost of the Project is $1,075,000, which will be funded by the $412,500 Grant, $250,000 in funding from the Florida Department of Environmental Protection, and a Village contribution of $412,500, equal to the amount of the Grant; and

WHEREAS, the Village Council wishes to accept the Grant and authorize the Village Manager to execute a grant agreement with NOAA for the Project; 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. **Acceptance.** That the Village Council hereby accepts the Grant in an amount of $412,500 from NOAA.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute a grant agreement with NOAA for the Project, and any subsequent

amendments or related documents necessary to implement the Grant, subject to the Village Attorney's approval 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 _____ 2026.

_____
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

Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS National Center for Coastal Ocean Science (NCCOS)

Notice of Award (NoA)
NA26NOSX469C0003-T1-01

RECIPIENT INFORMATION

1. Recipient Name
VILLAGE OF KEY BISCAYNE
88 W MCINTYRE ST
KEY BISCAYNE, FL 33149

2. Congressional District of Recipient
27

3. Employer Identification Number (EIN)
650291811

4. UEI
XJ2JCWSPC943

5. Recipient Point of Contact
Colleen E Durfee
cdurfee@keybiscayne.fl.gov

6. Authorized Official
Colleen Durfee
cdurfee@keybiscayne.fl.gov

FEDERAL AGENCY CONTACT INFORMATION

7. Grant Specialist
Troi Hayes
troi.hayes@noaa.gov

8. Program Officer
Kimberly Ann Puglise
kimberly.puglise@noaa.gov

9. Grant Officer
RAISHAN Peterson
raishan.peterson@noaa.gov

FEDERAL AWARD INFORMATION

10. Award Number / FAIN
NA26NOSX469C0003-T1-01 / NA26NOSX469C0003 / Mod 0

11. Award Type
Cooperative Agreement

12. Period of Performance Start Date & End Date
09/01/2026 – 08/31/2027

13. Budget Period Start Date & End Date
09/01/2026 – 08/31/2027

14. Federal Share of Cost
$412,500

15. Recipient Share of Cost
$0

16. Total Federal and Recipient Cost
$412,500

17. Opportunity Number
NOAA-NOS-OCM-2026-33375

18. Project Title
Assessment and Preliminary Design for Offshore Hybrid Artificial Reef System for Shoreline Stabilization – Village of Key Biscayne

19. Assistance Listing Number and Name
11.469 Congressionally Identified Awards and Projects

20. R&D Award?
Yes

21. Construction Award?
No

22. Grants Officer – Signature and Award Date
Nicola Bell – 09/24/2026

NOTICE OF NOAA AWARD COVER LETTER

You are the recipient of NOAA award Number NA26NOSX469C0003-T1-01.

The Notice of Award (NoA) serves as the official legal document issued to notify the recipient and others that an award has been made. The NoA contains all terms and conditions of the grant award.

The complete NoA can be found and downloaded under eRA Commons using the following instructions: View Notice of Award | eRA

This NoA was sent to the specified email address entered in the NoA email field by the recipient organization when completing the electronic Research Administration (eRA) Commons registration process. The Signing Official (SO) can update this email address through the Institutional Profile section in eRA Commons. The NoA can also be viewed from the Status Information page in eRA Commons. By accepting the award, the recipient agrees to comply with the award provisions specified on the award document.

As the Signing Official (SO) you are authorized to legally bind the institution in grant-administration matters. In providing your signature approval on the grant application submission you are responsible for monitoring grant related activities and authorizing expenditures under this award.

Additional Information about your award is shown below:

- Assistance Listing Number: 11.469
- Project Period: 09/01/2026 – 08/31/2027
- Program Office: NOS National Center for Coastal Ocean Science (NCCOS)
- Program Officer: Kimberly Ann Puglise
- Program Officer Phone:
- Program Officer Email: kimberly.puglise@noaa.gov
- Total Federal Funding: $412,500
- Total Non-Federal Funding: $0
- Organization Name: VILLAGE OF KEY BISCAYNE
- Project Title: Assessment and Preliminary Design for Offshore Hybrid Artificial Reef System for Shoreline Stabilization – Village of Key Biscayne
- Name of Principal Director/Project Investigator (PI/PD) as identified in the negotiated application:
    - Colleen E Durfee

This email was sent from a source that is not monitored for responses. If you need assistance, contact your Program/Project Officer (for programmatic issues) or the eRA Help Desk (for technical issues).

SECTION I – AWARD DESCRIPTION

The Village of Key Biscayne will conduct a comprehensive site assessment and preliminary engineering design of a hybrid offshore artificial reef system intended to reduce chronic shoreline erosion along its 1.2-mile Atlantic coastline. The project will combine oceanographic field data collection, advanced numerical wave and sediment transport modeling, benthic habitat assessments, small-scale prototype structure fabrication, and coral propagation field testing to identify optimal offshore reef locations and configurations capable of attenuating wave energy before it reaches the shoreline.

The work will also evaluate the feasibility of deploying heat-tolerant coral species to enhance the ecological performance of future reef structures. Project outputs include preliminary engineering designs, validated hydrodynamic and morphological models, demonstrated coral growth data, and a regulatory and permitting roadmap to support future full-scale deployment. Anticipated beneficiaries include the residents and critical infrastructure of Key Biscayne, Miami-Dade County coastal managers, and other southeast Florida communities seeking sustainable, nature-based shoreline stabilization alternatives to repeated beach renourishment

SECTION II – BUDGET INFORMATION

Approved Budget

	Year 1 Federal	Total
R&R Other	$412,500	$412,500
Total Direct Charges	$412,500	$412,500
Indirect Charges	$0	$0
Federal	$412,500	$412,500
Non-Federal	$0	$0

Authorized

	Cumulative
Federal	$412,500
Non-Federal	$0
Total	$412,500
Indirect Rate %	0%

Authorized Funding Codes

Project	Task	Expenditure Org	Expenditure Item	Fund Descriptor	Cumulative
14AA8KSVKB	26P00	1410130000000000	41001100	FY26 Earmark	$412,500
				Total	$412,500

SECTION III – AWARD SUMMARY/REASON FOR AMENDMENT

1. To add new Specific Award Conditions.

SECTION IV – NOAA STANDARD TERMS AND CONDITIONS

- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
  https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE GENERAL TERMS AND CONDITIONS
  https://www.commerce.gov/oam/policy/financial-assistance-policy
  The Department of Commerce Financial Assistance General Terms and Conditions (GT&Cs) effective on the issue date of this notification, are incorporated by reference into this award.

- Bureau Financial Assistance Standard Terms and Conditions
  Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards U.S. Department of Commerce

- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF: 79FR 78390)
  https://www.govinfo.gov/content/pkg/FR-2014-12-30/pdf/2014-30297.pdf
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
  https://www.nsf.gov/awards/managing/rtc.jsp

- R & D AWARD
  Awards - Federal-Wide Research Terms and Conditions | NSF - National Science Foundation

SECTION V – SPECIFIC AWARD CONDITIONS

SPECIAL TERMS

New Award

This non-competitive award number NA26NOSX469C0003-T1-01 to VILLAGE OF KEY BISCAYNE supports the work described in the Recipient's proposal entitled Assessment and Preliminary Design for Offshore Hybrid Artificial Reef System for Shoreline Stabilization Village of Key Biscayne, dated 06/01/2026, as revised on 6/16/2026, which is incorporated into the award by reference.

This Federal award totals $412,500.

This award is made under the following statutory authorities: H.R.6938 - Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026, Public Law 119-74, 140 Stat. 5, 11-12 (Jan. 23, 2026). Where the terms of the award and proposal differ, the terms of the award shall prevail.

The terms in Section II of the Notice of Award applicable to this award are the version in effect at the time of award, unless the award is amended. Historical versions of 2 CFR 200 are available by clicking links at the top of the eCFR weblink in the Notice of Award.

Substantial Involvement For Cooperative Agreement

This award is created as a cooperative agreement because of the substantial involvement of NOAA personnel in the award activity.

NCCOS/Competitive Research Program (CRP), formerly Center for Sponsored Coastal Ocean Research, Program Managers (PMs) work in close collaboration with project Principal Investigators (PIs) to ensure effective application of project results toward achieving management outcomes. Throughout the life-cycle of the project, PMs conduct award monitoring and oversight and actively work with PIs and project advisory groups during and after funding to develop links with management agencies and other stakeholders necessary for ensuring proposed outcomes are met and scientific advancements move toward management applications and desired societal benefits. PMs lead national and regional Cooperative Agreement coordination, planning, and implementation activities and utilize Programmatic synthesis workshops\products, strategic plans and other mechanisms to ensure research findings and tools inform coastal and marine ecosystem management. The PMs also communicate outputs and outcomes of projects via press releases, NOAA and regional newsletters, social networking, briefings to leadership, special journal issues, and sessions at professional conferences. Finally, the PMs actively engage partners inside and outside of NOAA along with potential users of research products and outputs, including models and ecological forecasts, to ensure the delivery and transition of project results to management application.

STANDARD TERMS AND CONDITIONS

Specific Award Condition for Awards Designated as Research and Development

The Department of Commerce has designated this award as Research and Development (R&D) under 2 CFR 200.1 for purposes of award administration. The Federal-wide Research Terms and Conditions, dated November 12, 2020, are no longer in effect and do not apply to this award.

2 CFR 200.308(h), which applies to this award, provides a waiver of prior approval requirements in certain circumstances. In the event the Department of Commerce adopts additional terms specific to R&D awards, this award may be amended by the Grants Officer to incorporate the additional terms

Gold Standard Science

In performing activities under Federal awards, applicants should commit to complying with administration policies, procedures, and guidance respecting Gold Standard Science. As detailed in Executive Order 14303, Restoring Gold Standard Science (May 23, 2025), Gold Standard Science refers to science conducted in a manner that is:

Reproducible.
Transparent.
Communicative of error and uncertainty.
Collaborative and interdisciplinary.
Skeptical of its findings and assumptions.
Structured for falsifiability of hypotheses.
Subject to unbiased peer review.
Accepting of negative results as positive outcomes.
Without conflicts of interest.

Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient:

(1) agrees that compliance in all respects with all applicable Federal anti discrimination laws is material to the government s payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and

(2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

Prohibition on Using Federal Awards to Promote or Support Theories of Disparate Impact Liability

In accordance with Executive Order 14281, Restoring Equality of Opportunity and Meritocracy (April 23, 2025), it is the policy of the Federal Government to eliminate the use of disparate impact liability in all contexts to the maximum possible and permitted by law.

Incorporation of Funding Opportunity and Order of Precedence

All applicable requirements in the relevant Notice of Funding Opportunity are incorporated by reference, NOAA-NOS-OCM-2026-33375, into this award. See Additions for Review/Commons PI View in eRA for the text of the funding announcement. In case of a discrepancy between the funding announcement and the terms and conditions in the award, the terms and conditions prevail.

Procurement or use of Unmanned Aircraft Systems

The expenditure of federal funds for procurement or use of Unmanned Aircraft Systems (UAS, or drones) is prohibited under this award until the NOAA Grants Officer reviews and approves any such expenditure in writing, pursuant to the American Security Drone Act (ASDA), Pub. L. No. 118-31, 1821-32 (41 U.S.C. 3901 note) (2023). If this award includes procurement or use of Unmanned Aircraft Systems (UAS or drones) by a recipient or subrecipient, or if such procurement or use of UAS arises during the course of the award, the recipient is required to notify NOAA at least 60 days before such procurement or usage. For awards where UAS arises, the NOAA Federal Program Office will coordinate with the recipient and within NOAA regarding potential further action.

NCCOS Competitive Research Program

(a) Reports
Annual and Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/Competitive Research Program (CRP) (formerly Center for Sponsored Coastal Ocean Research (CSCOR)/Coastal Ocean Program (COP)) prescribed formats. For this purpose, NCCOS/CRP has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, or approved successor versions, as applicable. The last interim progress report should be submitted as part of the comprehensive Final Progress report.

The Department of Commerce implemented a Research Performance Progress Report (RPPR) for research awards in accordance with the requirement for non-Federal entity submission of performance reports using OMB-approved government-wide standard information collections per 200.328. However, this award has been designated to use a Progress Report for NOS awards, Assistance Listings # 11.451 and 11.478 program-specific OMB-approved NOS Progress Report and associated OMB-approved documents in lieu of the DOC Research Performance Progress Report.

Effective immediately. Progress reporting schedules have temporarily changed to semi-annual reporting. Recipients must contact their Program Manager upon award to discuss due dates and periods covered by the reports. This modification is the result of current constraints imposed by the eRA system. As NCCOS only requires annual reporting, one report due under your award should state as follows: Please see next report. The other report will be your annual report. The CRP progress reporting format should be attached to the RPPR with the RPPR fields stating, See attached. NOAA is working with eRA to develop a fix to the reporting schedules embedded into the system. This will take some time as there (a) Reports
Annual and Final Progress Reports are special award requirements that use the National Centers for Coastal Ocean Science (NCCOS)/Competitive Research Program (CRP) (formerly Center for Sponsored Coastal Ocean Research (CSCOR)/Coastal Ocean Program (COP)) prescribed formats. For this purpose, NCCOS/CRP has received Office of Management and Budget (OMB) clearance under Approval # 0648-0384, or approved successor versions, as applicable. The last interim progress report should be submitted as part of the comprehensive Final Progress report.

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(b) Public reporting burden for the annual and final progress reports collection of information is estimated to average 8 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to nccos.grant.awards@noaa.gov. Notwithstanding any other provision of law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection displays a currently valid OMB control number.

(c) Acknowledgments
Publications based upon results of research supported directly, or indirectly, by this award should include the following acknowledgment: "This paper is a result of research funded by the National Oceanic and Atmospheric Administration National Centers for Coastal Ocean Science Competitive Research Program under award (Grant Number) to (Institution)." Investigators understand that the U.S. Government is authorized to produce and distribute reprints for governmental purposes notwithstanding any copyright notation. See also Management and Access to Data and Publications in the Department of Commerce Financial Assistance Standard Terms and Conditions, the Data Sharing provisions in the NOAA Administrative Terms, and 2 C.F.R. 200.315, Intangible Property.

(d) National Environmental Policy Act
NOAA must analyze the potential environmental impacts, as required by the National Environmental Policy Act (NEPA), for applicant projects or proposals which are seeking NOAA federal funding opportunities. By accepting this award, the recipient agrees to assist and cooperate with NOAA in the preparation of any NEPA compliance documentation that may be outstanding.

(e) Requirement for Permits Prior to Fieldwork and Following Recommended Best Management Practices
If applicable, the funding recipient must obtain necessary permits prior to initiating fieldwork related to that permit and notify NOAA through their Federal Program Officer when permits are obtained. If NOAA has communicated necessary Protective Measures and Best Management Practices to the Recipient, they are expected to follow them when applicable and feasible.

(f) Field Work and Safety
The recipient is responsible for conducting work in the project in accordance with appropriate Federal, state and local laws and for following recognized best practices for minimizing impacts to the human and natural environment when applicable. The recipient is also responsible for safety in the project, and as needed should address safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities that may arise in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

(g) Uncrewed Aircraft Systems
If this project involves Uncrewed Aircraft Systems (UAS or drone technology), the Recipient is responsible for complying with NOAA s UAS standards identified in the June 2022 NOAA s Office of Marine and Aviation Operations (OMAO), and any updates, prior to the expenditure of funds on UAS projects, as applicable. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Fire Truck Purchase Agreement – Letter of Intent

RECOMMENDATION

Recommend Village Council authorize the Village Manager to negotiate and execute a conditional, non-binding Letter of Intent (LOI) with Ten-8 Fire & Safety, LLC for the purchase of one (1) Pierce Enforcer 107' Ascendant PUC Ladder Truck (the "Quint) in an amount not to exceed $1,975,250.00.

DISCUSSION

Purpose: To ensure the Key Biscayne Fire Rescue Department is equipped with a modern, reliable aerial apparatus capable of supporting safe fire suppression, elevated rescue, and emergency response operations for Village residents and visitors.

Background: Advanced fleet planning is critical to maintaining dependable emergency response and continuity of service. Ten-8 Fire & Safety, LLC submitted Equipment Proposal No. 1306, dated July 10, 2026, for the Quint. Rather than executing a traditional competitive bidding process, the Village is leveraging Section 2-85 of the Village Code of Ordinances, which allows for the "piggybacking" of competitively bid contracts. The proposed pricing utilizes the Florida Sheriffs Association Contract No. FSA25-VEF19.0 (Item 143), establishing a base price of $1,449,066.00 with customer-added options of $526,184.00, for a total of $1,975,250.00.

Justification: The manufacturing market for major fire apparatus is experiencing unprecedented delays. Based on current industry wait times, the expected delivery date for the Quint is late 2029 (approximately 38–41 months after formal contract acceptance). Furthermore, the vendor's initial proposal validity was subject to a 100-day window from July 10, 2026. Authorizing this LOI immediately empowers staff to finalize terms, lock in a production queue slot, protect the Village against impending industry price escalations, and verify that our production position is secured without creating an immediate binding financial commitment.

Implementation Plan: Upon Council approval, the Village Manager will execute the LOI to secure the purchase of the Quint, subject to the adoption of a Capital Authorizing Ordinance, budgeted funds, and approval by the Village Attorney as to form and ensure legal sufficiency. Staff will then verify final technical specifications with the Fire Rescue Department, confirm cooperative contract eligibility, and formalize the long-term funding mechanism. Staff will return to Council to obtain final approval of a definitive purchase agreement and funding appropriation before a formal

RESOURCE IMPACT

Recurring Funding: Future operating, maintenance, and insurance funding requirements will be evaluated and incorporated into future budget allocations by Fire Rescue and Finance.

Personnel: The apparatus is intended for use by Key Biscayne Fire Rescue Department firefighters. Staffing assignments and any additional personnel needs will be evaluated by the Fire Rescue Department.

Equipment: One (1) Pierce Enforcer 107' Ascendant PUC Ladder Truck. The Fire Rescue Department is currently reviewing the disposition, potential trade-in value, or reserve status of the existing frontline apparatus.

Facilities: The Fire Rescue Department has initiated a review of apparatus bay clearances and storage requirements at the fire station to ensure seamless integration.

Training: Firefighters will undergo manufacturer-vetted operator training covering driving, aerial ladder mechanics, pumping operations, and advanced fireground safety.

FUNDING SOURCES

No funds are appropriated in FY 2027. Reserves are being earmarked for the replacement. Because delivery and payment are expected in 4–5 years, funding will be appropriated in a future budget year, including a decision on cash purchase versus financing.

- **Amount**: $1,975,250.00, comprising $1,449,066.00 in base pricing and $526,184.00 in customer-added options
- **Warranty &Maintenance:** Comprehensive manufacturer warranty coverage details will be finalized and presented alongside the final purchase contract.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This action directly supports the Village of Key Biscayne's core commitment to **Safe and Secure Village** by proactively securing long-term fleet readiness, protecting taxpayer funds from inflation, and providing firefighters with the advanced equipment necessary to protect the community.

- Goal – Safe and Secure Village
- Focus Area – Ensure Community Safety
- Action – Acquire a new quint fire engine

ATTACHMENT(S)

A. Ten-8 Fire & Safety, LLC Equipment Proposal No. 1306, dated July 10, 2026
B. Letter of Intent

Prepared by: Terrence Davis | Deputy Fire Chief

Department Director: Joseph Fernandez | Fire Rescue Chief

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

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A LETTER OF INTENT WITH TEN-8 FIRE & SAFETY, LLC FOR THE PURCHASE OF A PIERCE ENFORCER 107' ASCENDANT PUC LADDER TRUCK IN AN AMOUNT NOT TO EXCEED $1,975,250; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") Fire Rescue Department has requested the acquisition of one Pierce Enforcer 107' Ascendant PUC Ladder Truck (the "Quint") to better serve the Village in emergency situations; and

WHEREAS, the Village desires to purchase the Quint from Ten-8 Fire & Safety, LLC (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 Council finds that it is impractical to apply the Village's competitive bidding procedures for the purchase of the Quint 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 No. FSA25-VEF19.0 with the Vendor (the "FSA Contract"); and

WHEREAS, based on current wait times, the expected delivery date for the Quint would be late 2029; and

WHEREAS, the Village Manager recommends that the Village enter into a Letter of Intent with the Vendor to secure the purchase of the Quint, subject to the adoption of a Capital Authorizing Ordinance, budgeted funds, and approval by the Village Attorney as to form and legal sufficiency; and

WHEREAS, the Village Council desires to authorize the Village Manager to negotiate and execute a Letter of Intent with the Vendor for the purchase of the Quint in an amount not to exceed $1,975,250, consistent with the FSA Contract and the Quote 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 execute a Letter of Intent with the Vendor for the purchase of the Quint in an amount not to exceed $1,975,250, consistent with the FSA Contract and the Quote attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency. The Letter of Intent shall include a provision that the purchase of the Quint is subject to budgeted funds and the adoption of a Capital Project Authorizing Ordinance.

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

PASSED and ADOPTED this _____ day of _____ 2026.

_____
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

Equipment Proposal

Proposal # 1306

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: July 10, 2026 **Customer:** Key Biscayne Fire Rescue

Customer Address: 560 Crandon Blvd Key Biscayne, FL 33149

Qty	Product Description & Options	Price
1	**Pierce Enforcer 107' Ascendant PUC Ladder Truck**	
	Price based on FSA Consortium Contract FSA25-VEF 19.0 Item 143	**$1,449,066.00**
	Customer added options to FSA base spec	**$526,184.00**
	Total:	**$1,975,250.00**

** Pricing is subject to change as follows:

(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.

(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 38-41 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other:

Unless accepted within **100** days from date of proposal, the right is reserved to withdraw this proposal.

Order continues on immediately following page.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer:

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: Jeff Calcutt

Title: **Authorized Sales Representative**

Print: **Jeff Calcutt**

Date: **7/10/2026**

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications. .
   h. **"Purchase Price"** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Purchase of Six (6) Replacement Police Department Vehicles

RECOMMENDATION

Recommend Village Council approve the purchase of (6) vehicles for the Police Department, through a Sourcewell contract, in the amount not to exceed $326,834.31.

DICSUSSION

Purpose: There is a 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 135,000 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 total purchase of the six (6) police vehicles is $267,657.00. Upon receiving delivery of the vehicles, the Police Department will utilize a local vendor to install all equipment and accessories. The amount for the equipment and accessories for all six (6) vehicles is $59,177.31.

The vehicles are being purchased through Sourcewell Contract # 2027 081325-NAF & 032824-NAF. The equipment is piggyback off City of Hialeah Contract 2022-23-0000-36-056.

RESOURCE IMPACT

Recurring Funding: No additional funding is requested. The purchase will pay for the vehicles outright.

Equipment: Upon receiving delivery, a local vendor will install all equipment and accessories to each vehicle.

- Five (5) 2027 Ford Police Interceptor Utility AWD 3.3L (99B44U) with listed equipment in quote.

- One (1) 2027 Ford Explorer (K7D) Active RWD with listed equipment in quote.

FUNDING SOURCES

Funding in the amount of $326,834.31 will come from the following source:

- **GL Code**: 301.21.521.64009.000000
- **Budget Line-Item**: Capital Improvement Plan (CIP) – Public Safety Vehicles
- **Amount**: $350,000.00

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This purchase supports the Village's Safe & Secure Village goal by replacing aging police vehicles to maintain reliable public safety operations and officer safety.

- Goal – Safe & Secure Village
- Focus Area – Ensure Community Safety
- Action – Purchase and deploy six replacement police vehicles

ATTACHMENT(S)

A. Letter of Intent
B. Vehicle Equipment Specifications
C. Vehicle Quick Quote Sheets

Prepared by: 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. 2026-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING THE PURCHASE OF POLICE VEHICLES, ACCESSORIES, AND GRAPHICS IN AN AMOUNT NOT TO EXCEED $326,834.31; PROVIDING FOR AUTHORIZATION; DECLARING VARIOUS POLICE VEHICLES 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") 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 to facilitate the provision of day-to-day operations of the Village Police Department; and

WHEREAS, specifically, the Village desires to purchase one 2027 Ford Explorer and five 2027 Ford Police Interceptors (collectively, the "Vehicles") for the Village Police Department, as well as accessories and graphics for the Vehicles (collectively, the "Vehicle Accessories"); and

WHEREAS, the purchase of the Vehicles contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract Nos. 2027 081325-NAF and 032824-NAF ("Sourcewell Contracts") with Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales, as an approved associate dealer of National Auto Fleet Group, (the "Vehicle Vendor"); 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 Vehicle Vendor in an amount not to exceed $267,657.00, consistent with the Sourcewell Contracts and the Vehicle Vendor's quote, attached hereto as composite Exhibit "A" (the "Vehicle Quote"), as the

pricing offered pursuant to the Sourcewell Contracts is in the Village's best interest; and

WHEREAS, the purchase of the Vehicle Accessories contemplated by the Village has been competitively bid by the City of Hialeah, which has entered into Contract No. 2022-23-0000-36-056 ("Hialeah Contract") with Rainbow Window Tinting Inc d/b/a Rainbow Emergency Equipment (the "Accessories Vendor"); and

WHEREAS, in accordance with Section 2-86 of the Village's Code of Ordinances, the Village Council seeks to further authorize the Village Manager to purchase the Vehicle Accessories from the Accessories Vendor in an amount not to exceed $59,177.31, consistent with the Hialeah Contract and the Accessories Vendor's quote, attached hereto as composite Exhibit "B" (the "Accessories Quote"), as the pricing offered pursuant to the Hialeah Contract is in the Village's best interest; and

WHEREAS, the Village Council declares the vehicles listed on Exhibit "C" attached hereto (the "Surplus Vehicles") as surplus property, as the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the Village Manager to sell or otherwise dispose of the Surplus Vehicles; and

WHEREAS, the Village Council finds that this 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 of Purchases.** The Village Council hereby approves the purchase of the Vehicles from the Vehicle Vendor and the Vehicle Accessories from the Accessories Vendor.

Section 3. **Authorization for Purchases.** The Village Council hereby authorizes the Village Manager to purchase the Vehicles from the Vehicle Vendor, consistent with the terms and conditions of Sourcewell Contracts and the Vehicle Quote attached hereto as Composite Exhibit "A" in an amount not to exceed $267,657. The Village Council further authorizes the Village Manager to purchase the Vehicle Accessories from the Accessories Vendor, consistent with the terms and conditions of the Hialeah Contract and the Accessories Quote attached hereto as Exhibit "B" in an amount not to exceed $59,177.31. The purchase of the Vehicles and the Vehicle Accessories shall be in a total amount not to exceed $326,834.31

Section 4. **Declaration of Surplus Property.** That the Surplus Vehicles have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes. Accordingly, the Village Council declares the Surplus Vehicles listed on Exhibit "C" attached hereto to be surplus personal property of the Village.

Section 5. **Authorizing Sale or Disposition of Surplus Property.** That the Village Manager is hereby authorized to sell or dispose of the Surplus Vehicles 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.** The Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases 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 7. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2026.

ATTEST: JOE I. RASCO, MAYOR

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

September 14th, 2026

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:

- One (1) 2027 Ford Explorer RWD Active Quote #71194-3; and
- Five (5) 2027 Ford Police Interceptor Utility – AWD – 3.3L (99B44U) Quote # 74299-2

It is anticipated that the Village Police Department will be purchasing the aforementioned vehicles through a resolution approved by the Village Council appropriating FY 27 Fleet Funds in the CIP Budget, subject to budgeted funds. The estimated time of completion will be mid-October-early November 2026. 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

Exhibit A

ALAN JAY FLEET SALES

Contract Number:	2027 081325-NAF & 032824-NAF
Quote ID:	71194
Agency:	KEY BISCAYNE POLICE DEPARTMENT
Date:	9/14/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2027 FORD EXPLORER RWD ACTIVE, please review carefully and contact us with any errors or changes.

MSRP:	$42,195.00
Base Price:	$37,992.00
Factory Options:	$0.00
Aftermarket Options:	$470.00
Purchase Total:	$38,462.00

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 71194-3
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 3/31/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/14/2026

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**

CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET

PHONE **305-849-9511** MOBILE FAX

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF www.NationalAutoFleetGroup.com

MODEL K7D 200A — MSRP $42,195.00

2027 FORD EXPLORER RWD ACTIVE

CUSTOMER ID

CONTRACT PRICE $37,992.00

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	
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$410.00
WSTP	Windshield strip	$60.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
	CONTRACT OPTIONS	$470.00

TRADE IN

TOTAL COST $38,462.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 $38,462.00

Estimated Annual payments for 60 months paid in advance: $8,843.21

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:	2027 081325-NAF & 032824-NAF
Quote ID:	74299
Agency:	KEY BISCAYNE POLICE DEPARTMENT
Date:	8/27/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (5) 2027 FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U), please review carefully and contact us with any errors or changes.

MSRP:		$50,845.00
Base Price:		$45,074.00
Factory Options:		$540.00
Aftermarket Options:		$225.00
Vehicle Price:		$45,839.00
Purchase Total:	Qty (5)	$229,195.00

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	74299-2
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE
8/20/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/27/2026

REQUESTING AGENCY **KEY BISCAYNE POLICE DEPARTMENT**
CONTACT PERSON **DANIEL VALDES** EMAIL DVALDES@KBPD.NET
PHONE **305-849-9511** MOBILE FAX

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL **K8A 500A**

2027 FORD POLICE INTERCEPTOR UTILITY AWD (99B 44U)

MSRP **$50,845.00**

CONTRACT PRICE **$45,074.00**

CUSTOMER ID

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)	$445.00
68G	Rear-Door Controls Inoperable	$95.00
—	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	$540.00

CONTRACT OPTIONS	DESCRIPTION	
DT2 SUV	Deep tint film installed on front two door glass only.	$165.00
WSTP	Windshield strip	$60.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	$225.00

TRADE IN

TOTAL COST **$45,839.00**

YES WE TAKE TRADE INS *** ASK ABOUT MUNICIPAL FINANCING ***

TOTAL COST LESS TRADE IN(S) QTY 5 **$229,195.00**

Estimated Annual payments for 60 months paid in advance: $10,539.33 Extended: $52,696.67
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.

Exhibit B

Rainbow Emergency Equipment

ESTIMATE

MVR 941 02234 MV49760

1031 East 49 Street
Hialeah, FL 33013
Phone 305-685-7733

INVOICE # KB-2026-0102

DATE: September 1, 2026
Licence No

UNIT NUMBER

YEAR, MAKE AND MODEL 2026 EXPLORER
SERIAL NO. / V.I.N.

Bill To:
Village of Key Biscayne
Deputy Chief Daniel Valdes
88 West McIntyre Street
Key Biscayne, FL 33149

5 2026 EXPLOLRER ADMIN

QTY	ITEM #	DESCRIPTION	Unit price	AMOUNT
1	SIFMJS-FPIU25-P3	FRONT ILS 3 COLOR CONFIG. SPECTRALUX ILS ADVANCED OFF AXIS SPLIT FRONT MODEL RED-BLUE-WHITE FRONT FLOOD CONVERGENCE NETWORK, FSJOIN. R/B/W, FEDERAL LIST $2,028.00.	$3,331.00	$3,331.00
1	PF200H	100/200 W SIREN/LIGHT CONTROLLER WITH HAND HELD CONTROLLER/ MICROPHONE (14) PUSH BUTTONS LIST $1789.00	INCLUDED	
1	ES100C	SPEAKER, DYNAMAX/ES100C 100 W, HIGH OUTPUT CLASS A LIST $419.00	INCLUDED	
1	ESB-U	UNIVERSAL SPEAKER BRACKET LIST $55.00	INCLUDED	
1	SIFMJH-FPIU20-PF1	SPECTRALUXADVANCE OFF AXIS ILS REAR WINDOW LIST PRICE $2,028.00 RED-BLUE-AMBER TRAFFIC ADVISOR	INCLUDED	
2	MPS62U-RB	MICROPULSE ULTRA 6 DUAL COLOR CLEAR LENZ (FRONT GRILL) LIST $225.00 EA.	$121.50	$243.00
2	MPS62U-RB	MICROPULSE ULTRA 6 DUAL COLOR CLEAR LENZ (CARGO WINDOWS) LIST $225.00	$121.50	$243.00
1	MPSM6-GRL2	PAIR OF GRILL BRACKETS FOR MPS6U LIGHT LIST $60.00	$32.40	$32.40
2	MPSM6-LB	L BRACKET FOR MICROPULSE 6 (SIDE CARGO WIDOWS) LIST $22.00 EA.	$11.88	$23.76
1	183-0008	80 WATT CIRCUIT BREAKER	$35.00	$35.00
1	KLWD-FB-08	8 WAY 12V FUSE BOX 12VOLTS BLADE FUSE BLOCK, 6 CIRCUIT W/NEGATIVE BUS	$40.00	$40.00
1	INSTALLATION	INSTALLATION FOR PRODUCTS LISTED ABOVE	$1,080.00	$1,080.00
1	TINT	TINT WINDOWS WITH 20% HIGH PERF. SCRATCH RESIS FILM	$135.00	$135.00
1	TINT	TINT FRONT STRIP WITH 20%	$20.00	$20.00
		PIGGY BACK OF HIALEAH CONTRACT 2022-23-0000-36-056 APPROVED BY COUNCIL MARCH 12, 2024 PURCHASE AND INSTALL CITY VEHICLE EQUIPMENT. 46% OFF OF LIST.		
		PRICES GOOD THRU OCTOBER 01, 2026 AND PRICES ARE SUBJECT TO CHANGE AT TIME OF ORDER		**$5,183.16**

Make all checks payable to Rainbow Emergency Equipment
If you have any questions concerning this estimate, contact, ELMO URRA 305-685-7733

SIGNATURE DATE

THANK YOU FOR YOUR BUSINESS!

Rainbow Emergency Equipment

MVR 941 02234 MV49760

1031 East 49 Street
Hialeah, FL 33013
Phone 305-685-7733

Bill To:
Village of Key Biscayne
Deputy Chief Daniel Valdes
88 West McIntyre Street
Key Biscayne, FL 33149

ESTIMATE

INVOICE # KB-2026-0101

DATE: September 1, 2026
Licence No

YEAR, MAKE AND MODEL 26 FORD INTERCEPT SUV

SERIAL NO. / V.I.N.

1- 2026 FORD POLICE INTERCEPTOR PATROL SUV

QTY	ITEM #	DESCRIPTION	Unit price	AMOUNT
1	ALGT53JX-P1LC	FEDERAL SIGNAL 53 INCH ALLEGIANT, RED/BLUE/ WHITE TAKEDOWN/ FULL FLOOD/	$3,813.48	$3,813.48
		ALLEY LIGHTS/ AMBER SIGNAL MASTER. PACKAGE INCLUDES BELOW ITEMS		
1	FPIU20-HP	FORD UTILITY MOUNTING KIT	INCLUDED	
1	PF200S17B	PATHFINDER 100/200 WATT SIREN WITH 17 BUTTON 17 BUTTON CONTROLLER	INCLUDED	
1	ES100C	PLASTIC SPEAKER 100 WATT	INCLUDED	
1	ESB-U	SPEAKER BRACKET	INCLUDED	
1	OBDCABLE25-3	25 FT OBD INTERFACE CABLEMOUNTING	INCLUDED	
1	RBKIT2-COMP	PAIR RUMBLER SPEAKER LOW FREQUENCY SPEAKER	INCLUDED	
1	RBC2-FPIU20ND	PAIR RUMBLER BRACKETS	INCLUDED	
1	416309-RBW	FLUSH MOUNT LIGHTHEAD MOUNTED ON FRONT BUMPER COVER @ $77.76 EA LIST $144.00	$155.52	$155.52
1	416918-RBW	RED/BLUE/W CORNER LED LIGHT 2 PER CAR @ $79.92 EA. (HEADLIGHTS) LIST $148.00	$159.84	$159.84
1	416918Z-RB	RED/BLUE/W CORNER LED LIGHT 2 PER CAR @ $79.92 EA. (REAR LIGHT) LIST $148.00	$159.84	$159.84
1	MPSC2-RB	MICROPULSE C SERIES STUD MOUNT RED /BLUE (FRONT GRILL) @$120.96 EA. LIST $224.00	$241.92	$241.92
1	MPS62U-RB	MICROPULSE 6 RED/BLUE @ $119.25 EA. 2 PER CAR (SIDE REAR CARGO) LIST $225.00	$238.50	$238.50
1	MPSM6-LB	2 BRACKET'S FOR MICROPULSE (REAR CARGO LIGHTS) @ $11.88 EA. LIST $22.00	$23.76	$23.76
1	MPSM-LPH1	LICENSE PLATE BRACKET MOUNTS 2 MICROPULSE 6 LIGHTS LIST $53.00	$28.62	$28.62
1	MPS62U-RB	MICROPULSE 6 RED/BLUE @ $119.25 EA. 2 PER CAR (TAG) LIST $225.00	$238.50	$238.50
1	CC-20-UV10-L8	UTILITY 18" L SHAPE SLOPE CONSOLE WITH 10" SLOPE 8" LEVELFACEPLATE	$450.75	$450.75
1	FP-PLATINUM	PLATINUM FACEPLATE	INCLUDED	
1	FP-MAPX6500-02	4" FACE PLATE MOTOROLA APX8500 REMOTE HEAD (**NEED RADIO MODEL INFO**)	INCLUDED	
1	FP-USBC-2DC	2 INCH FACE PLATE WITH 1 DUAL PORT USB-C PORT AND 2 DC OUTLETS	$66.50	$66.50
1	FP-BLNK1	1 INCH INCH FILLER PLATE FOR CONSOLE CONSOLE	INCLUDED	
1	AC-INBHG4	4 INCH INTERNAL DUAL CUP BEVERAGE HOLDER	$47.60	$47.60
1	FP-SGTRAY	"4" LOW CONSOLE TRAY FOR CELL PHONE, KEYS, ETC.	$37.10	$37.10
1	AC-PENPRTR-58-CC	HEIGHT ADJUSTABLE CONSOLE PRINTER MOUNT BOLTS TO CONSOLE, 5" X 8" PAD	$367.50	$367.50
1	CM-SDMT-SL-LED	CONSOLE SIDE HT. ADJ. MOUNT W/SLIDE ARM FOR DOCKING STATION	$436.80	$436.80
1	KIT-TP-E-SL6-US-SS	FRONT PARTITION WITH SLIDING WINDOW BIG BOY MOUNTING XTRA SEAT RECLINE	$956.20	$956.20
1	SAB-20-FDUV-BB	UTILITY BIG BOY PARTITION MOUNTING KIT	INCLUDED	
1	KP-UV20-DAP-SS	UTILITY KICK PANEL ASSEMBLY WITH FOOT POCKETS	INCLUDED	
1	TP-20-FDUV-R	REAR PARTITION W/ SQUARE HOLE PUNCH DESIGNED, ADDS CARGO WINDOWS SECURITY	$599.70	$599.70
1	GM-SGL-MNT	UNIVERSAL SINGLE WEAPONS MOUNT MOUNTED ON PARTITION	$185.50	$185.50
1	GM-B-OP-SC5-BKT	HANDCUFF STYLE WEAPON LOCK BRACKET WITH MORE PITCH FOR AR STYLE RIFLES	INCLUDED	
1	GL-SC6H	UNIVERSAL WEAPONS LOCK DESIGNED TO WORK ELECTRONIC OR WITH HANDCUFF KEY	$186.20	$186.20
1	183-0008	80-100 AMP CIRCUIT BRAKER WITH MANUAL RESET, SURFACE MOUNT	$35.00	$35.00
1	WEITEK 46061	8 GANG FUSE BLOCK WITH GROUNDING PAD AND RELAY TO TURN OFF INVERTER	$45.00	$45.00
1	TINT	TINT 2 FRONT WINDOWS W/ 35% HIGH PERFORMANCE FILM & FRONT STRIP	$80.00	$80.00
1		500 WATT INVERTER	$95.00	$95.00
1		SHIPPING OF TROY PRODUCTS ESTIMATED PASS THROUGH $350.00 EA.	$350.00	$350.00
1		INSTALLATION OF EQUIPMENT	$1,800.00	$1,800.00
		PIGGY BACK OF HIALEAH CONTRACT 2022-23-0000-36-056 APPROVED BY COUNCIL MARCH 12, 2024		
		PURCHASE AND INSTALL CITY VEHICLE EQUIPMENT. 46% OFF OF LIST		
		PRICES GOOD THRU OCTOBER 01, 2026 AND PRICES ARE SUBJECT TO CHANGE AT TIME OF ORDER.		**$10,798.83**

Make all checks payable to Rainbow Emergency Equipment
If you have any questions concerning this estimate, contact, ELMO URRA 305-685-7733

SIGNATURE _____ DATE _____

EXHIBIT C

PD700	2017	FORD	EXPLORER	1FM5K7D85HGA44051	Police	128,150
PD704	2017	FORD	EXPLORER	1FM5K8AR0HGD44325	Police	113,123
PD705	2017	FORD	EXPLORER	1FM5K8AR2HGD44326	Police	106,647
PD708	2017	FORD	EXPLORER	1FM5K8AR4HGD44327	Police	96,285
PD709	2017	FORD	EXPLORER	1FM5K8AR5HGD44322	Police	110,366
PD713	2017	FORD	EXPLORER	1FM5K7D86HGD06028	Police	122,593

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager SCW

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Outdoor Farmers Markets – Second Reading

RECOMMENDATION

Recommend that the Village Council approve the ordinance establishing supplemental use regulations to allow and govern outdoor farmers markets.

DISCUSSION

Purpose: To create regulations which will allow recurring temporary weekend farmers markets to operate in the Institutional Zoning district at locations of one acre or greater.

Background: The Key Biscayne Farmers Market has been operating primarily at the Community Church for more than 10 years. During that time, it has expanded in size, number of vendors, and popularity. While the initial market was permitted under a recurring special event permit, there are no specific regulations governing the market.

While the market is broadly successful and a community asset, there are a few challenges created by the market which regulations may address. In particular, regulations will create a single point of contact for addressing issues, formalize operating hours, and govern parking.

The Village has received inquiries about hosting farmers markets at additional locations. However, the informal nature of the current permitting and regulatory framework makes it unclear whether other markets may operate and how the existing market could temporarily relocate during construction. Formalizing these regulations will provide a clear application process for markets to operate at other locations.

Implementation:

- Operators will need to submit site plans
  - Create a point of contact
  - Formalize parking locations
- Improve traffic and parking management
  - Parking in swales can be better managed.

RESOURCE IMPACT

Recurring Funding: Typical funding required for code compliance and police activity related to enforcement of regulations.
Personnel: Existing code compliance, inspectors, and police staff.
Equipment: Existing equipment.
Facilities: Existing facilities
Training: Minimal

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's goal of creating a vibrant community and local marketplace. The proposed regulations will improve:

- Goal: Thriving & Vibrant Community and Local Marketplace
- Focus Area: Preserve and Shape Village Character
- Action: Strengthen code violation enforcement and collections

Prepared by: Jeremy Calleros Gauger, Building, Zoning, and Planning Director

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

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 30-112, "SUPPLEMENTAL USE REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES RELATING TO OUTDOOR FARMERS MARKETS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Council finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement planning and policy goals and objectives from time to time; and

WHEREAS, the Village has previously permitted the operation of an outdoor "farmer's' market" at the Key Biscayne Community Church on Saturdays, within specified hours and at a specified location, conditioned on compliance with promulgated operating rules and regulations ~~Council desires to allow, on a temporary basis, outdoor farmers markets within the Village's Institutional District, to allow residents and visitors to obtain local foods and homemade products~~; and

WHEREAS, the Village Council has noted the popularity of the existing farmers' market, and in response to a demonstrated interest within the community for similar or other types of community gatherings and opportunities for residents and visitors to encounter local purveyors of selected types of goods and services, the Village Council desires to allow, on a temporary and conditional basis, additional outdoor market-type operations at certain approved locations that include areas within the Village's Institutional District, conditioned upon compliance with promulgated rules and regulations ~~finds it necessary to provide reasonable regulations regarding the operation of outdoor farmers markets~~; and

WHEREAS, the Village Council, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and recommends approval; 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 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.

[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.

Section 2. Amending Section 30-112, "Supplemental Use Regulations," of the Village Code. That Section 30-112, "Supplemental Use Regulations," of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 30 – ZONING AND LAND DEVELOPMENT REGULATIONS

***

ARTICLE V. – SCHEDULE OF DISTRICT, USE, AND SETBACK REGULATIONS

***

Sec. 30-112. - Supplemental Use Regulations.

* * *

(p) *Outdoor [Farmer's] Markets.* Outdoor [Farmer's] Markets shall be permitted on a temporary basis on any property that is at least one (1) acre in size and includes areas within the Institutional District and subject to the following additional procedures and requirements:

(1) *Application.* An application, on a form provided by the Village, shall be filed by the property owner or authorized agent prior to an Outdoor [Farmer's] Market occurring within the Village. Upon the filing of a complete application, including payment of the applicable permit fee, Village staff shall review the application for consistency with the requirements of this section. After review, the Village Manager or his or her designee may approve, approve with conditions, or deny the application. Only one Outdoor [Farmer's] Market shall occur on any given day to promote the unique benefits of each event. In the event two applications request to hold an Outdoor [Farmer's] Market on the same day, the Village Manager or his or her designee may exercise discretion in assessing and prioritizing applications that provide for a variety of Outdoor Market experiences rather than duplication of already-existing events.

(2) *Market Coordinator.* Each Outdoor [Farmer's] Market shall have a designated market coordinator who is in charge of running the Outdoor [Farmer's] Market and enforcing all applicable health and safety regulations ("Market Coordinator"). Village staff and the Village Manager shall have access to the Market Coordinator at all relevant times, including cellular phone number(s) and email address(es).

(3) *Hours of Operation.* Hours of operation, days, and set-up time.

a. An Outdoor [Farmer's] Market may be operated within the Village between the hours of ~~8:00 a.m~~ 9:00 a.m. and ~~6:30 p.m~~ 4:30 p.m.

b. An Outdoor [Farmer's] Market on an approved property shall occur only on a Saturday or Sunday, but not on both days, not to exceed 1 day per week.

~~c. An Outdoor Farmers Market may be set-up a maximum of two (2) hours prior to the event occurring, but may not be set-up prior to the permitted operating hours contained herein.~~

c. Shade structures, tables and other approved installations for an Outdoor [Farmer's] Market may be set up not earlier than two hours prior to the event opening to the public but may not be set up beginning before 8:00 a.m. on the date of the event. The event installations must be removed from the site, leaving the site in good order and condition, not later than two hours after the daily operation closes.

(4) *Site Plan.* ~~A~~ With the application, a site plan shall be submitted for approval by the Village Manager or designee, which depicts, at a minimum, the location of vendors, ingress and egress, parking, adequate waste receptacles, and setbacks. The Village Manager may provide for appropriate conditions and safeguards necessary to protect and further the interest of the area and adjacent Properties.

(5) *Food Safety.* All uncooked food or goods shall be located on tables and under prefabricated tents, shade structures, or within food trucks, as applicable. Food and beverages ready for consumption shall be safe for consumption and maintained, stored, and displayed in a sanitary manner in accordance with federal, state, and local laws.

(6) *Setbacks.* An Outdoor [Farmer's] Market, including, but not limited to, vendors, tents or other shade structures, tables and chairs, food trucks, cooking and cooling equipment, and storage containers shall have a minimum setback from the site's property line as follows:

a. Front: twenty (20) feet;

b. Side: ten (10) feet if side street~~,~~ or twenty (20) feet if adjacent to residential; and

c. Rear: twenty (20) feet.

(7) *Parking Requirements.*

a. The minimum off-street parking requirements for an Outdoor [Farmer's] Market shall be one (1) parking space per stall and/or vendor. Access to such parking shall be through the entrance area for ingress and egress to the site and shall be clearly marked with directional signs.

b. On-street parking shall be located as depicted on the approved site plan ~~and prohibited on the swales of all roads, including along Crandon Boulevard and Harbor Drive~~.

c. The Market Coordinator shall ensure that patrons do not park on adjacent private property for purposes of visiting the Outdoor [Farmer's] Market, unless the Market Coordinator receives written consent from such private property owners in a 100' radius from the site location.

(8) *Ready-Made Food***.** An Outdoor [Farmer's] Market may include cooked food and food to be cooked on site upon the applicant demonstrating approval by all applicable County and State agencies.

(9) *Clean Up.* The Market Coordinator shall be responsible for the clean-up of the Outdoor [Farmer's] Market within two (2) hours after the closing of the Outdoor [Farmer's] Market, which includes, but is not limited to, the removal of all trash, refuse and garbage, tents or other shade structures, tables, equipment, containers, and vendors and their on-site installations. The site occupied by the Outdoor [Farmer's] Market and surrounding swales shall be kept clean and free of accumulated trash, refuse or garbage resulting from any aspect of the Outdoor [Farmer's] Market operation.

(10) *Restroom Facilities.* Accessible ~~R~~restroom facilities must be provided on site.

(11) *Indemnification.* If the Outdoor [Farmer's] Market is to be held on Village-owned or leased property, the person or entity organizing the Outdoor [Farmers] Market shall ~~agree to~~ enter into an indemnification and hold harmless agreement with the Village in a form acceptable to the Village attorney.

(12) *Permitting.* The operator of the Outdoor [Farmer's] Market is solely responsible for securing all appropriate permits from the appropriate permitting agencies, including the Village, to operate the Outdoor [Farmer's] Market.

A violation of the provisions of this subsection or any condition of approval shall result in the revocation of the permit and a code enforcement violation enforced pursuant to the Village's code enforcement procedures.

* * *

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 _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Amendment to Village Code of Ordinances - Swale Materials and Parking – Second Reading

RECOMMENDATION

Recommend Village Council approve the proposed amendments to Chapters 5 and 21 of the Village Code to regulate construction-related parking in swales and permit gravel as an allowable swale material.

DISCUSSION

Purpose: To create regulations which address ongoing challenges with parking aesthetics and poor drainage in village swales.

Background: The need for parking and improved drainage in swales in the village have combined to cause significant maintenance and aesthetic problems in swales. These issues are exacerbated by construction sites which require more parking than can usually fit on home sites. Low-lying areas with multiple construction sites can result in swales which become quagmires.

Village Council and staff held a swale workshop in February 2026 at which staff received guidance on both additional enforcement and suggested code changes. At that time, staff suggested that Chapter 21, Article II- Landscaping in the Right-of-Way, be modified to allow gravel in the three- or six-foot clear zone in addition to the sod which is currently allowed. Council asked staff to consider a change in the code to include gravel as an option. That ordinance change is proposed with the additional condition that the gravel be installed per the Village Manager designee's specifications.

Council and staff also identified the challenge created by construction-related parking. As anticipated, more stringent code compliance in the months since the workshop caused removal of parking barriers and led to some additional complaints about "spillover" parking. In response, staff propose that construction sites in the single-family districts provide additional temporary parking in swales adjacent to the construction sites.

Construction sites are intended to provide parking on site and the nearby swale, but in practice parking on-site is insufficient. Contractors are already required to use rock in the swale at the construction location for erosion control, drainage, and cleanliness. The proposed ordinance

would require similar temporary swale gravel installations on the adjacent properties to serve as overflow parking for the construction site. Four additional parking spaces would be required, which will minimize or eliminate conflicts with other neighbors. The proposed ordinance will also create requirements for restoring the swales after construction and enforcement and restoration options when construction is paused for two months or more.

While there will be more intensive impacts on those adjacent to construction sites, overall neighborhood impact will be reduced and become more predictable.

Implementation:

- Staff will formalize requirements for both permanent and temporary gravel in swales.
    - Provide performance-based specifications which still allow some material flexibility.
        - Requirements for gravel size, hardness, and durability
        - Create standards for installation and maintenance.
- Adapt requirement to already required pre-construction meetings.
    - Staff currently provide contractors with required drainage protection for nearby inlets, so reviewing adjacent properties for swale parking may be incorporated into existing workflow.
    - Staff also review temporary swale plans, including gravel installation and tree protection.
        - Requirements for adjacent sites
    - Contractors must provide gravel (57 rock), in the swale in front of the construction site to control
- Incorporate parking swale review as part of construction site inspections.
    - Code compliance staff currently inspect construction sites and surrounding properties for cleanliness and will include designated parking areas.
- Incorporate swale restoration into post-construction requirements
    - Parking will be required to be restored prior to closing out construction permits.
    - Public works must sign off on right-of-way conditions as part of granting a Certificate of Occupancy.
- Create provisions for Village restoring a swale in case of abandonment
    - Current property maintenance standard codes have provisions for acting to restore areas if construction is paused or a site is abandoned.
    - The owner would be required to restore the swales if construction is abandoned for two months or more.
    - The Village may be forced to restore landscape in cases when an owner abandons construction.
    - The Village has processes in place for charging abandoned sites for maintenance or restoration, including placing a lien on the property.

RESOURCE IMPACT

Recurring Funding: Typical funding required for code compliance and police activity related to enforcement of regulations. Public Works may also be required to cover restoration costs which would be recovered later.

Personnel: Existing code compliance, inspectors, and staff.
Equipment: Existing equipment.
Facilities: Existing facilities
Training: Minimal

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's goal of creating thriving and vibrant neighborhoods. The proposed regulations will improve neighborhood appearance and drainage, reduce construction-related parking impacts, and help preserve the Village's character.

- Goal: Thriving & Vibrant Community and Local Marketplace
- Focus Area: Preserve and Shape Village Character
- Action: Ensure right-of-way swale and sightline compliance

Prepared by: Jeremy Calleros Gauger, Building, Zoning, and Planning Director

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

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 21-11 OF THE VILLAGE CODE OF ORDINANCES RELATING TO THE PLACEMENT OF GRAVEL AND OTHER LANDSCAPE MATERIALS IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Council finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement planning goals and objectives; and

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

WHEREAS, on February 25, 2026, the Village Council held a public Swale Management and Sightline Workshop to, among other things, consider and evaluate potential measures to address ongoing challenges with parking and poor drainage on Village swales; 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 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 Chapter 21 of the Village Code.** That Section 21-11 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 21 – PUBLIC RIGHTS-OF-WAY

* * *

ARTICLE II. – LANDSCAPING IN PUBLIC RIGHTS-OF-WAY

* * *

Section 21-11. – Restrictions on placement of Landscape Materials in the Public Rights-of-Way.

[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.

Landscape Materials may be installed or maintained in the Public Rights-of-Way subject to the following restrictions:

(a) For properties where the driveway(s) can accommodate three or more parked vehicles, an area three feet wide, parallel with and immediately adjacent to the edge of the paved roadway, shall be maintained as a step off clear zone. No Landscape Materials other than sod are permitted in the step off clear zone. For properties where the driveway(s) can accommodate less than three vehicles, an area six feet wide, parallel with and immediately adjacent to the edge of the paved roadway, shall be maintained as a clear zone. With the exception of Street Trees, no Landscape Materials other than sod or gravel installed in accordance with the Village Manager's or his or her designee's specifications are permitted in the clear zone. However, plantings with a height not to exceed two and one half feet may be maintained within a radius of 24 inches from the base of any Street Tree. Trees installed prior to the adoption of this chapter ("Existing Trees") may be retained in the clear zone so long as the tree is not less than three feet from the paved roadway, the lowest limb is a minimum of six feet above the ground and they are not so closely situated so as to prevent pedestrians from stepping off of the paved roadway as vehicles pass by. Plantings with a height not to exceed 2½ feet may also be maintained within a radius of 24 inches from the base of any Existing Tree that is allowed to remain pursuant to this provision.

* * *

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 _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

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 Council
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Village Manager
Steven C. Williamson

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

THRU: Steven C. Williamson, Village Manager

FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department

RE: Amendment to Village Code of Ordinances - Swale Materials and Parking – Second Reading

RECOMMENDATION

Recommend Village Council approve the proposed amendments to Chapters 5 and 21 of the Village Code to regulate construction-related parking in swales and permit gravel as an allowable swale material.

DISCUSSION

Purpose: To create regulations which address ongoing challenges with parking aesthetics and poor drainage in village swales.

Background: The need for parking and improved drainage in swales in the village have combined to cause significant maintenance and aesthetic problems in swales. These issues are exacerbated by construction sites which require more parking than can usually fit on home sites. Low-lying areas with multiple construction sites can result in swales which become quagmires.

Village Council and staff held a swale workshop in February 2026 at which staff received guidance on both additional enforcement and suggested code changes. At that time, staff suggested that Chapter 21, Article II- Landscaping in the Right-of-Way, be modified to allow gravel in the three- or six-foot clear zone in addition to the sod which is currently allowed. Council asked staff to consider a change in the code to include gravel as an option. That ordinance change is proposed with the additional condition that the gravel be installed per the Village Manager designee's specifications.

Council and staff also identified the challenge created by construction-related parking. As anticipated, more stringent code compliance in the months since the workshop caused removal of parking barriers and led to some additional complaints about "spillover" parking. In response, staff propose that construction sites in the single-family districts provide additional temporary parking in swales adjacent to the construction sites.

Construction sites are intended to provide parking on site and the nearby swale, but in practice parking on-site is insufficient. Contractors are already required to use rock in the swale at the construction location for erosion control, drainage, and cleanliness. The proposed ordinance

would require similar temporary swale gravel installations on the adjacent properties to serve as overflow parking for the construction site. Four additional parking spaces would be required, which will minimize or eliminate conflicts with other neighbors. The proposed ordinance will also create requirements for restoring the swales after construction and enforcement and restoration options when construction is paused for two months or more.

While there will be more intensive impacts on those adjacent to construction sites, overall neighborhood impact will be reduced and become more predictable.

Implementation:

- Staff will formalize requirements for both permanent and temporary gravel in swales.
    - Provide performance-based specifications which still allow some material flexibility.
        - Requirements for gravel size, hardness, and durability
        - Create standards for installation and maintenance.
- Adapt requirement to already required pre-construction meetings.
    - Staff currently provide contractors with required drainage protection for nearby inlets, so reviewing adjacent properties for swale parking may be incorporated into existing workflow.
    - Staff also review temporary swale plans, including gravel installation and tree protection.
        - Requirements for adjacent sites
    - Contractors must provide gravel (57 rock), in the swale in front of the construction site to control
- Incorporate parking swale review as part of construction site inspections.
    - Code compliance staff currently inspect construction sites and surrounding properties for cleanliness and will include designated parking areas.
- Incorporate swale restoration into post-construction requirements
    - Parking will be required to be restored prior to closing out construction permits.
    - Public works must sign off on right-of-way conditions as part of granting a Certificate of Occupancy.
- Create provisions for Village restoring a swale in case of abandonment
    - Current property maintenance standard codes have provisions for acting to restore areas if construction is paused or a site is abandoned.
    - The owner would be required to restore the swales if construction is abandoned for two months or more.
    - The Village may be forced to restore landscape in cases when an owner abandons construction.
    - The Village has processes in place for charging abandoned sites for maintenance or restoration, including placing a lien on the property.

RESOURCE IMPACT

Recurring Funding: Typical funding required for code compliance and police activity related to enforcement of regulations. Public Works may also be required to cover restoration costs which would be recovered later.

Personnel: Existing code compliance, inspectors, and staff.
Equipment: Existing equipment.
Facilities: Existing facilities
Training: Minimal

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

Supports the Village's goal of creating thriving and vibrant neighborhoods. The proposed regulations will improve neighborhood appearance and drainage, reduce construction-related parking impacts, and help preserve the Village's character.

- Goal: Thriving & Vibrant Community and Local Marketplace
- Focus Area: Preserve and Shape Village Character
- Action: Ensure right-of-way swale and sightline compliance

Prepared by: Jeremy Calleros Gauger, Building, Zoning, and Planning Director

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

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 5-4 OF THE VILLAGE CODE OF ORDINANCES RELATING TO TEMPORARY CONSTRUCTION PARKING AND MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") Council finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement planning goals and objectives; and

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

WHEREAS, on February 25, 2026, the Village Council held a public Swale Management and Sightline Workshop to, among other things, consider and evaluate potential measures to address ongoing challenges with parking on Village swales during construction; 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 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 Chapter 5 of the Village Code.** That Section 5-4 of the Code of Key Biscayne, Florida, is hereby amended to read as follows:

CHAPTER 5 – PROPERTY MAINTENANCE STANDARDS

* * *

Section 5-4. - Standards for maintenance and appearance of property upon which construction or demolition is being performed.

* * *

[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.

(f) *Parking.* To the extent feasible, all construction vehicles shall be parked within the construction site. Additionally, whenever construction activity is being performed on a single-family or duplex property, the Responsible Party must provide at least four temporary parking spaces in the swale of adjacent properties on a temporary basis. Such temporary parking spaces must be constructed of gravel in accordance with the Village Manager's or his or her designee's specifications. Upon conclusion of construction activity or in the event that a construction site is inactive for at least 60 days, the Responsible Party shall, at a minimum, restore the temporary parking area to its original condition and provide adjacent property owners notice of the restoration work, subject to the Village's satisfaction upon inspection.

* * *

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 _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

_____
JOE I. RASCO
MAYOR

ATTEST:

_____
JOCELYN B. KOCH, CMC
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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Change Order for Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project

RECOMMENDATION

Request Village Council approve a change order to the construction agreement with V&G Construction Solutions Corp. for the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project, in an amount not to exceed $492,100, to replace the patterned pavement specified for the traffic circles with concrete base, sand-set pavers.

DISCUSSION

Purpose: To implement Council direction to replace the patterned pavement specified for the Harbor Drive traffic circles pavers as part of the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project.

Background: On August 25, 2026, the Village Council adopted on second reading Ordinance No. 2026-13, a Capital Project Authorizing Ordinance selecting V&G Construction Solutions Corp. through Invitation to Bid No. 2026-06 for the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project. The Ordinance authorized an agreement in an amount not to exceed $2,384,688, which includes $2,160,381 for construction and a $224,307 contingency. During discussion of the item, Council directed staff to return at the next Council meeting with a change order for the added cost of reconstructing the traffic circles with pavers instead of patterned pavement.

Harbor Drive is a primary travel corridor and designated evacuation route through the residential area of the Village. The project runs from Crandon Boulevard to West Mashta Drive and includes roadway reconstruction, milling and resurfacing, curb and concrete improvements, and the reconstruction of the traffic circles. The traffic circles currently have pavers set on a lime rock base, which have deteriorated significantly, consistent with the shorter useful life of lime rock base installations discussed below. As bid, the contract replaces these pavers with patterned pavement (Pay Item 0523-3) for 4,165 square yards at a unit price of $59.23, for a total of $246,692.95. In the funding plan presented with the award, the patterned pavement received no Miami-Dade County Mobility Impact Fee funding and was budgeted at $246,693 from the Village's Capital Improvement Program. The proposed change order amount of $492,100 is / is not net of a credit for the deleted patterned pavement.

Section 3 of Ordinance No. 2026-13 authorizes the Village Manager to issue change orders up to his purchasing authority. It also provides that any change order exceeding the Village Manager's

purchasing authority, up to $500,000, may be approved by Capital Authorizing Resolution of the Village Council. The proposed change order of $492,100 falls within this limit.

Justification: Council expressed a preference for pavers at the traffic circles for aesthetic reasons and because of concerns that patterned pavement may chip with ordinary wear overtime. Council also asked whether pavers would provide better permeability than patterned pavement. In response, staff evaluated three paver installation options against the patterned pavement included in the contract:

	Concrete Base + Pavers	**Pervious Concrete Base + Pavers**	**Lime rock Base + Pavers**	**Patterned Pavement (as bid)**
Expected useful life	20 years	20 years	5–10 years	20 years
Change order cost	$492,100	$505,244	$259,355	$0

The pervious concrete base option has the same expected useful life as the concrete base option, but it costs more to install and requires more maintenance. It would also provide minimal runoff benefit: depending on tide and rainfall conditions, groundwater can rise through a pervious surface as readily as rainwater drains through it.

The lime rock base is the least costly option to install. However, it has the shortest expected useful life, at 5 to 10 years. It also requires more frequent resetting and replacement of pavers, because turning vehicles push them out of alignment more easily.

Of the three paver options, concrete base, sand-set pavers offer the best durability and the lowest annual maintenance cost. This is the same installation method used on Crandon Boulevard, which carries significantly more vehicle traffic and has held up well.

Compared to the patterned pavement in the contract, concrete base, sand-set pavers add $492,100 in upfront cost, and annual maintenance differs only slightly. Pavers require periodic replacement as individual units crack and shift, while patterned pavement does not need this kind of ongoing spot repair. Over time, however, patterned pavement may require reapplication of the thermoplastic surface to maintain a consistent appearance. Street sweeping costs and operations are the same for both. Based on this evaluation, staff identified concrete base, sand-set pavers as the most practical way to carry out Council's direction.

Implementation Plan: Upon Council approval, staff will execute the change order with V&G Construction Solutions Corp.

RESOURCE IMPACT

Recurring Funding: No additional annual maintenance

Personnel: N/A

Equipment: N/A

Facilities: N/A

Training: N/A

FUNDING SOURCES

The change order will be funded through the Village's Capital Improvement Program, Harbor Drive Improvements budget line.

	Amount
Authorized amount (Ordinance No. 2026-13)	$2,384,688
Proposed change order	$492,100
Revised total authorized amount	$2,876,788
Miami-Dade County Mobility Impact Fee*	$1,740,962.73
Village share	$1,135,825.27

*does not include 10% contingency ($174,096) within grant amount which is only usable by County approval.

- ***GL Code:*** 301-41-541-63098
- ***Budget Line-Item:*** Harbor Drive Improvements
- ***Amount:*** $3,343,477 is available in the GL and this change order would cost an additional $492,100 on top of the $2,384,688 authorized spending amount
- ***Maintenance & Repair:*** No additional annual maintenance cost

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This change order modifies a component of the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project, which supports the Village's strategic goal of creating an accessible, connected, and mobile transportation network.

- Goal – Accessible, Connected and Mobile Transportation Network
- Focus Area – Alleviate Traffic (Mobility & Safety)
- Action – Resurface Harbor Drive to improve traffic mobility, safety and drainage

ATTACHMENT(S)

A. Ordinance No. 2026-13, Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project

B. Change Order Proposal – V&G Construction Solutions Corp.

Prepared by: Christopher Miranda, Director of Public Works

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

RESOLUTION NO. 2026-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH V&G CONSTRUCTION SOLUTIONS CORP. FOR THE HARBOR DRIVE MILLING, RESURFACING, AND ROADWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $492,100; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 25, 2026, the Village of Key Biscayne ("Village") Council adopted Ordinance No. 2026-13 selecting V&G Construction Solutions Corp. (the "Contractor") pursuant to Invitation to Bid No. 2026-06 (the "ITB") for the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project (the "Capital Project"); and

WHEREAS, on August 25, 2026, the Village Council directed the Village Administration to return with a change order to substitute the proposed patterned pavement for the traffic circles with concrete base, sand-set pavers; and

WHEREAS, the Contractor has provided a quote, attached hereto as Exhibit "A" (the "Quote"), for the purchase and installation of concrete base, sand-set pavers in lieu of the patterned pavement (the "New Pavers"); and

WHEREAS, pursuant to Section 3.07(b) of the Village Charter and Ordinance No. 2026-13, the Village Council desires to authorize an additional expenditure of Village funds for the Capital Project by approving a approve a change order to provide the New Pavers in an amount not to exceed $492,100 (the "Change Order"); 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 Change Order.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to execute a Change Order in an amount not to exceed $492,100, subject to the Village Attorney's approval 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 _____, 2026.

_____
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

V & G Construction Solutions Corp

ESTIMATE

PROJECT **ADDITIONAL SCOPE - HARBOR DRIVE MILLING, RESURFACING** **DATE** 09/08/2026
OWNER VILLAGE OF KEY BISCAYNE

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
1	F&I PAVERS (NEW)	SY	4,165.00	$ 121.50	$ 506,047.50
2	8 IN PERVIOUS CONCRETE BASE	SY	3,286.00	$ 112.17	$ 368,590.62
				TOTAL	$ 874,638.12

NOTES:

1 PRICE INCLUDES LABOR, EQUIPMENT, AND MATERIALS
2 PRICE INCLUDES HAULING AND DISPOSAL OF CONSTRUCTION MATERIALS
3 CONCRETE BASE PRICE INCLUDES FIBER MESH AND EXPANSION JOINT MATERIAL
4 PRICE INCLUDES INSTALLATION OF JOINT THICKNESS OF 1/16" AND 1/8"

V & G Construction Solutions Corp

ESTIMATE

PROJECT **ADDITIONAL SCOPE - HARBOR DRIVE MILLING, RESURFACING** **DATE** 09/03/2026
OWNER VILLAGE OF KEY BISCAYNE

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
1	F&I PAVERS (NEW)	SY	4,165.00	$ 121.50	$ 506,047.50
2	TYPE B STABILIZATION	SY	3,286.00	$ 5.05	$ 16,594.30
3	OPTIONAL BASE GROUP 06	SY	3,286.00	$ 29.46	$ 96,805.56
				TOTAL	$ 619,447.36

NOTES:
1 PRICE INCLUDES LABOR, EQUIPMENT, AND MATERIALS
2 PRICE INCLUDES HAULING AND DISPOSAL OF CONSTRUCTION MATERIALS
3 CONCRETE BASE PRICE INCLUDES FIBER MESH AND EXPANSION JOINT MATERIAL
4 PRICE INCLUDES INSTALLATION OF JOINT THICKNESS OF 1/16" AND 1/8"

V & G Construction Solutions Corp

ESTIMATE

PROJECT **ADDITIONAL SCOPE - HARBOR DRIVE MILLING, RESURFACING** **DATE** 09/03/2026
OWNER VILLAGE OF KEY BISCAYNE

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	TOTAL
1	F&I PAVERS (NEW)	SY	4,165.00	$ 121.50	$ 506,047.50
2	8 IN CONCRETE BASE	SY	3,286.00	$ 108.17	$ 355,446.62
				TOTAL	$ 861,494.12

NOTES:

1 PRICE INCLUDES LABOR, EQUIPMENT, AND MATERIALS
2 PRICE INCLUDES HAULING AND DISPOSAL OF CONSTRUCTION MATERIALS
3 CONCRETE BASE PRICE INCLUDES FIBER MESH AND EXPANSION JOINT MATERIAL
4 PRICE INCLUDES INSTALLATION OF JOINT THICKNESS OF 1/16" AND 1/8"

ORDINANCE NO. 2026-13

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING V&G CONSTRUCTION SOLUTIONS CORP. FOR THE HARBOR DRIVE MILLING, RESURFACING, AND ROADWAY RECONSTRUCTION PROJECT IN AN AMOUNT NOT TO EXCEED $2,384,688; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") desires to construct road improvements, including milling, resurfacing, and roadway reconstruction, on Harbor Drive from Crandon Boulevard to West Mashta Drive (the "Capital Project"); and

WHEREAS, as part of the Capital Project, the Village also desires the option to perform additional road improvements on the 800 block of Harbor Drive (the "Optional Work"); and

WHEREAS, on April 28, 2026, the Village issued Invitation to Bid No. 2026-06 (the "ITB") seeking bids for construction of the Capital Project; and

WHEREAS, three responsive bids were received by the ITB deadline; and

WHEREAS, after review and consideration of the bids submitted, the Village Manager recommends that V&G Construction Solutions Corp. (the "Contractor") be selected for construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor for construction of the Capital Project and authorize the Village Manager to execute an agreement with the Contractor in an amount not to exceed $2,384,688, which amount includes $2,160,381 for construction (inclusive of $165,381 for the Optional Work) and a combined $224,307 contingency; and

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

Section 1. **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:** [1]

Section 2. **Selection.** The Village Council hereby selects the Contractor for construction of the Capital Project.

Section 3. **Authorization.** The Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor for the Capital Project in an amount not to exceed $2,384,688, which amount includes $2,160,381 for construction (inclusive of $165,381 for the Optional Work) and a combined $224,307 contingency.

The Village Manager is further authorized to issue a change order for construction of the Capital Project in an amount not to exceed his purchasing authority. Any change order exceeding the purchasing authority of the Village Manager and up to $500,000 may be approved by Capital Authorizing Resolution of the Village Council.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purpose of this Ordinance.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the 30th day of June, 2026.

PASSED AND ADOPTED on second reading on the 25th day of August, 2026.

JOE I. RASCO
MAYOR

[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.

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Subscription Agreement with Axon Enterprises Inc. for Police Body Cameras and Tasers

RECOMMENDATION

Recommend Village Council approve the purchase of Body Worn Cameras and Tasers, to include associated data storage from Axon, in an amount not to exceed $425,628.14 over the next five years.

DICSUSSION

Purpose: The body-worn cameras and tasers are important to police operations as they serve as a source of evidence, accountability, and protection for our officers and to the public. The department requests the purchase approval to continue our public safety operations.

Background: In 2015, the Village Council approved a departmental body-worn camera program for the Police Department. The purpose of this program is to improve the high-quality public service expected of our police officers and to promote legitimacy and a sense of procedural justice in residents and visitors to the Village. In 2022, the Village Council approved a resolution to enter into a five-year agreement bundling all features of the two programs into one contract.

Justification: Beginning November 1, 2026 (fiscal year 2027), the Village will move forward with the revised bundle renewed agreement. The contract includes TASERs with full warranties and new body-worn cameras, docking stations, licenses to evidence.com (the video storage and data tagging platform) warranties, and any required maintenance or technical support.

Warranty and Cost:

The renewed bundle agreement has a total purchase price of $425,628.14 which will be divided into five installments of $85,152.30. The contract provides full warranty on all items received for the length of the contract. Axon is a sole-sourced contract.

Implementation / Integration Plan: Upon execution of the contract, Axon will deliver the Taser 10 and body-worn cameras (BWC) by December 2026. Upon receipt of all items and proper inventory, training sessions will be developed for all personnel. The session will be eight hours in length to certify the Taser and BWC. The training will be in accordance with the CFA Accreditation training cycle. After the training session is completed, staff will receive their new Taser and body-worn camera.

RESOURCE IMPACT

Recurring Funding: Five installments of $85,152.30 payable each November.

FUNDING SOURCES

Funding in the amount of $85,152.30 will come from the following source:

- **GL Code**: 01.21.521.52001
- **Budget Line-Item**: Operating Supplies – IT Equipment & Software
- **Amount**: $85,152.30

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This modification supports the Village's commitment to maintaining a Safe & Secure Village by ensuring officers are equipped with modernized and less lethal options. The tasers and body worn cameras are critical to ensuring community safety and provide transparency of departmental operations. Renewing this contract advances the Focus Area – Ensure Community Safety, helping protect residents, visitors, and businesses through consistent enforcement.

- Goal – Safe & Secure Village
- Focus Area – Ensure Community Safety
- Action – Enhance police presence, engagement, and effectiveness

ATTACHMENT(S)

A. Axon Bundle Renewal Quote & Equipment Specification Sheet
B. Axon Five-Year Contract

Prepared by: 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. 2026-_____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF POLICE BODY-WORN CAMERA EQUIPMENT, TASERS, DATA STORAGE, AND RELATED MAINTENANCE AND TECHNICAL SERVICES IN AN AMOUNT NOT TO EXCEED $425,628.14 OVER A FIVE-YEAR PERIOD UTILIZING THE TERMS AND CONDITIONS OF SOURCEWELL CONTRACT NO. 101223-AXN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village of Key Biscayne (the "Village") is in need of body-worn camera equipment, tasers, data storage, and related maintenance and technical services (collectively, the "Equipment") for the Village's Police Department (the "Department") to facilitate the provision of day-to-day operations of the Department; and

WHEREAS, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 101223-AXN ("Sourcewell Contract") with Axon Enterprise, Inc. (the "Contractor"); 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 negotiate and execute an agreement for the Equipment in an amount not to exceed $425,628.14 over a five-year term, consistent with the terms and conditions of the Sourcewell Contract and the Contractor's quote, attached hereto as Exhibit "A" (the "Quote"), as the terms and conditions of the Sourcewell Contract are in the Village's best interest; and

WHEREAS, the Village Council finds that this 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. Authorization. That the Village Council hereby authorizes the Village Manager to negotiate and execute an Agreement with the Contractor for the Equipment in an amount not to exceed $425,628.14 over a five-year term, consistent with the terms and conditions of the Sourcewell Contract and the Contractor's Quote attached hereto as Exhibit "A."

Section 3. Implementation. That the Village Council hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases 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 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-872706-46223RG

Issued: 07/20/2026

Quote Expiration: 09/15/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 466085

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Key Biscayne Police Dept. - FL 88 W McIntyre St Key Biscayne, FL 33149-1846 USA	Key Biscayne Police Dept. - FL 88 W McIntyre St Key Biscayne FL 33149-1846 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Martin Santiago Phone: 305-365-5555 Email: msantiago@kbpd.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$425,628.14
ESTIMATED TOTAL W/ TAX	$425,628.14

Discount Summary

Average Savings Per Year	$38,259.05
TOTAL SAVINGS	$191,295.27

Payment Summary

Date	Subtotal	Tax	Total
Nov 2026	$85,018.94	$0.00	$85,018.94
Nov 2027	$85,152.30	$0.00	$85,152.30
Nov 2028	$85,152.30	$0.00	$85,152.30
Nov 2029	$85,152.30	$0.00	$85,152.30
Nov 2030	$85,152.30	$0.00	$85,152.30
Total	**$425,628.14**	**$0.00**	**$425,628.14**

Quote Unbundled Price:	**$616,943.40**
Quote List Price:	**$524,067.00**
Quote Subtotal:	**$425,628.14**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	Transfer Balance - Goods	1	1		$1.00	($3,845.64)	($3,845.64)	$0.00	($3,845.64)
100553	Transfer Balance - Software and Services	1	1		$1.00	$1,857.28	$1,857.28	$0.00	$1,857.28
C00032	TASER 10 Certification Standard Plan	33	60	$120.17	$90.99	$90.99	$180,160.20	$0.00	$180,160.20
BWCamTAP	Body Worn Camera TAP Bundle	36	60	$52.31	$39.00	$39.00	$84,240.00	$0.00	$84,240.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	60	$13.42	$10.48	$10.48	$22,636.80	$0.00	$22,636.80
A la Carte Hardware									
HWCNAB4	Axon Body 4 Connected Hardware Bundle	33			$1,049.00	$0.00	$0.00	$0.00	$0.00
H00003	Axon Body 4 Single-Bay Dock Bundle	33			$229.00	$0.00	$0.00	$0.00	$0.00
HWCNAB4	Axon Body 4 Connected Hardware Bundle	3			$1,049.00	$1,049.00	$3,147.00	$0.00	$3,147.00
H00003	Axon Body 4 Single-Bay Dock Bundle	3			$229.00	$229.00	$687.00	$0.00	$687.00
A la Carte Software									
73478	Axon Evidence - Redaction Assistant User License	36	60		$10.85	$0.00	$0.00	$0.00	$0.00
73682	Axon Evidence - Auto Tagging License	36	60		$10.85	$0.00	$0.00	$0.00	$0.00
73686	Axon Evidence - Storage - Axon Device Unlimited	36	60		$32.55	$32.55	$70,308.00	$0.00	$70,308.00
BasicLicense	Basic License Bundle	40	60		$16.27	$16.25	$39,000.00	$0.00	$39,000.00
ProLicense	Pro License Bundle	10	60		$48.82	$36.56	$21,937.50	$0.00	$21,937.50
A la Carte Services									
102531	PSO Virtual Training	1	1		$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	1		$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$425,628.14**	**$0.00**	**$425,628.14**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	1	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	3	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	33	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	4	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	37	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	4	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	37	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	71026	Axon Body - Mount - Magnet Flexible Reinforced Rapidlock	37	1	11/01/2026
Axon Body 4 Connected Hardware Bundle	74028	Axon Body - Mount - Wing Clip Rapidlock	4	1	11/01/2026
Axon Body 4 Single-Bay Dock Bundle	100201	Axon Body 4 - Dock - Single-Bay	33	1	11/01/2026
Axon Body 4 Single-Bay Dock Bundle	100201	Axon Body 4 - Dock - Single-Bay	3	1	11/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Single-Bay Dock Bundle	71104	Axon Body - Dock/Dataport Powercord - North America	3	1	11/01/2026
Axon Body 4 Single-Bay Dock Bundle	71104	Axon Body - Dock/Dataport Powercord - North America	33	1	11/01/2026
TASER 10 Certification Standard Plan	100122	Axon VR - Headset - Battery	2	1	11/01/2026
TASER 10 Certification Standard Plan	100126	Axon VR - Tactical Bag	2	1	11/01/2026
TASER 10 Certification Standard Plan	100390	Axon TASER 10 - Handle - Yellow Class 3R	1	1	11/01/2026
TASER 10 Certification Standard Plan	100390	Axon TASER 10 - Handle - Yellow Class 3R	33	1	11/01/2026
TASER 10 Certification Standard Plan	100394	Axon TASER 10 - Magazine - Halt Training Blue	4	1	11/01/2026
TASER 10 Certification Standard Plan	100396	Axon TASER 10 - Magazine - Inert Red	30	1	11/01/2026
TASER 10 Certification Standard Plan	100399	Axon TASER 10 - Cartridge - Live	500	1	11/01/2026
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	240	1	11/01/2026
TASER 10 Certification Standard Plan	100401	Axon TASER 10 - Cartridge - Inert	300	1	11/01/2026
TASER 10 Certification Standard Plan	100591	Axon TASER - Cleaning Kit	1	1	11/01/2026
TASER 10 Certification Standard Plan	100611	Axon TASER 10 - Holster - Safariland RH	33	1	11/01/2026
TASER 10 Certification Standard Plan	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	11/01/2026
TASER 10 Certification Standard Plan	100748	Axon VR - Controller - TASER 10	2	1	11/01/2026
TASER 10 Certification Standard Plan	101122	Axon VR - Holster - TASER 10 Safariland Gray - RH	2	1	11/01/2026
TASER 10 Certification Standard Plan	101123	Axon VR - Holster - TASER 10 Safariland Gray - LH	2	1	11/01/2026
TASER 10 Certification Standard Plan	101455	Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1	1	11/01/2026
TASER 10 Certification Standard Plan	101456	Axon TASER 10 - Replacement Interposer Bucket	3	1	11/01/2026
TASER 10 Certification Standard Plan	101751	Axon VR - Headset - HTC Focus Vision	2	1	11/01/2026
TASER 10 Certification Standard Plan	101755	Axon TASER 10 - Magazine - Live Duty Black	33	1	11/01/2026
TASER 10 Certification Standard Plan	101755	Axon TASER 10 - Magazine - Live Duty Black	1	1	11/01/2026
TASER 10 Certification Standard Plan	101757	Axon TASER 10 - Magazine - Live Training Purple	30	1	11/01/2026
TASER 10 Certification Standard Plan	102186	Axon TASER 10 - Command Box	1	1	11/01/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	1	1	11/01/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	4	1	11/01/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	33	1	11/01/2026
TASER 10 Certification Standard Plan	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	11/01/2026
TASER 10 Certification Standard Plan	71019	Axon Body - Dock Powercord - North America	1	1	11/01/2026
TASER 10 Certification Standard Plan	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	11/01/2026
TASER 10 Certification Standard Plan	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	11/01/2026
TASER 10 Certification Standard Plan	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	11/01/2026
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	170	1	11/01/2027
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	160	1	11/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	36	1	05/01/2029
Body Worn Camera TAP Bundle	73309	Axon Body - TAP Refresh 1 - Camera	37	1	05/01/2029
TASER 10 Certification Standard Plan	101012	Axon VR - TAP Refresh 1 - TASER Controller	2	1	05/01/2029
TASER 10 Certification Standard Plan	20373	Axon VR - TAP Refresh 1 - Headset	2	1	05/01/2029
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	170	1	11/01/2029
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	160	1	11/01/2030
Body Worn Camera Single-Bay Dock TAP Bundle	73314	Axon Body - TAP Refresh 2 - Dock Single-Bay	36	1	11/01/2031
Body Worn Camera TAP Bundle	73310	Axon Body - TAP Refresh 2 - Camera	37	1	11/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	40	12/01/2026	11/30/2031
Basic License Bundle	73840	Axon Evidence - ECOM License - Basic	40	12/01/2026	11/30/2031
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	30	12/01/2026	11/30/2031
Pro License Bundle	73746	Axon Evidence - ECOM License - Pro	10	12/01/2026	11/30/2031
TASER 10 Certification Standard Plan	101180	Axon TASER - Data Science Program	33	12/01/2026	11/30/2031
TASER 10 Certification Standard Plan	101703	Axon VR - User Access - TASER Skills	33	12/01/2026	11/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Standard Plan	20248	Axon TASER - Evidence.Com License	33	12/01/2026	11/30/2031
TASER 10 Certification Standard Plan	20248	Axon TASER - Evidence.Com License	1	12/01/2026	11/30/2031
A la Carte	73478	Axon Evidence - Redaction Assistant User License	36	12/01/2026	11/30/2031
A la Carte	73682	Axon Evidence - Auto Tagging License	36	12/01/2026	11/30/2031
A la Carte	73686	Axon Evidence - Storage - Axon Device Unlimited	36	12/01/2026	11/30/2031

Services

Bundle	Item	Description	QTY
TASER 10 Certification Standard Plan	100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	33
TASER 10 Certification Standard Plan	101193	Axon TASER - On Demand Certification	33
A la Carte	102531	PSO Virtual Training	1
A la Carte	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	Axon Body - TAP Warranty - Single-Bay Dock	36	11/01/2027	11/30/2031
Body Worn Camera TAP Bundle	80464	Axon Body - TAP Warranty - Camera	36	11/01/2027	11/30/2031
Body Worn Camera TAP Bundle	80464	Axon Body - TAP Warranty - Camera	1	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	100197	Axon VR - Ext Warranty - Headset	2	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	100704	Axon TASER 10 - Ext Warranty - Handle	1	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	100704	Axon TASER 10 - Ext Warranty - Handle	33	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	101007	Axon VR - Ext Warranty - TASER Controller	2	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	33	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	1	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	4	11/01/2027	11/30/2031
TASER 10 Certification Standard Plan	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	11/01/2027	11/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	88 W McIntyre St	Key Biscayne	FL	33149-1846	USA
1	88 W McIntyre St	Key Biscayne	FL	33149-1846	USA

Payment Details

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	102531	PSO Virtual Training	1	$508.68	$0.00	$508.68
Annual Payment 1	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	$610.41	$0.00	$610.41
Annual Payment 1	73478	Axon Evidence - Redaction Assistant User License	36	$0.00	$0.00	$0.00
Annual Payment 1	73682	Axon Evidence - Auto Tagging License	36	$0.00	$0.00	$0.00
Annual Payment 1	73686	Axon Evidence - Storage - Axon Device Unlimited	36	$14,305.62	$0.00	$14,305.62
Annual Payment 1	BasicLicense	Basic License Bundle	40	$7,935.35	$0.00	$7,935.35
Annual Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	$4,605.92	$0.00	$4,605.92
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	36	$17,140.35	$0.00	$17,140.35
Annual Payment 1	C00032	TASER 10 Certification Standard Plan	33	$36,657.24	$0.00	$36,657.24
Annual Payment 1	H00003	Axon Body 4 Single-Bay Dock Bundle	33	$0.00	$0.00	$0.00
Annual Payment 1	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$139.78	$0.00	$139.78
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	33	$0.00	$0.00	$0.00
Annual Payment 1	HWCNAB4	Axon Body 4 Connected Hardware Bundle	3	$640.32	$0.00	$640.32
Annual Payment 1	ProLicense	Pro License Bundle	10	$4,463.63	$0.00	$4,463.63
Transfer Value	100552	Transfer Balance - Goods	1	($3,845.64)	$0.00	($3,845.64)
Transfer Value	100553	Transfer Balance - Software and Services	1	$1,857.28	$0.00	$1,857.28
Total				**$85,018.94**	**$0.00**	**$85,018.94**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 Certification Standard Plan	33	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102531	PSO Virtual Training	1	$497.83	$0.00	$497.83
Annual Payment 2	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	$597.40	$0.00	$597.40
Annual Payment 2	73478	Axon Evidence - Redaction Assistant User License	36	$0.00	$0.00	$0.00
Annual Payment 2	73682	Axon Evidence - Auto Tagging License	36	$0.00	$0.00	$0.00
Annual Payment 2	73686	Axon Evidence - Storage - Axon Device Unlimited	36	$14,000.55	$0.00	$14,000.55
Annual Payment 2	BasicLicense	Basic License Bundle	40	$7,766.16	$0.00	$7,766.16
Annual Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	$4,507.72	$0.00	$4,507.72
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,774.92	$0.00	$16,774.92
Annual Payment 2	C00032	TASER 10 Certification Standard Plan	33	$35,875.77	$0.00	$35,875.77
Annual Payment 2	H00003	Axon Body 4 Single-Bay Dock Bundle	33	$0.00	$0.00	$0.00
Annual Payment 2	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$136.81	$0.00	$136.81
Annual Payment 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	33	$0.00	$0.00	$0.00
Annual Payment 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	3	$626.67	$0.00	$626.67
Annual Payment 2	ProLicense	Pro License Bundle	10	$4,368.47	$0.00	$4,368.47

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$85,152.30**	**$0.00**	**$85,152.30**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	102531	PSO Virtual Training	1	$497.83	$0.00	$497.83
Annual Payment 3	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	$597.40	$0.00	$597.40
Annual Payment 3	73478	Axon Evidence - Redaction Assistant User License	36	$0.00	$0.00	$0.00
Annual Payment 3	73682	Axon Evidence - Auto Tagging License	36	$0.00	$0.00	$0.00
Annual Payment 3	73686	Axon Evidence - Storage - Axon Device Unlimited	36	$14,000.62	$0.00	$14,000.62
Annual Payment 3	BasicLicense	Basic License Bundle	40	$7,766.16	$0.00	$7,766.16
Annual Payment 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	$4,507.72	$0.00	$4,507.72
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,774.91	$0.00	$16,774.91
Annual Payment 3	C00032	TASER 10 Certification Standard Plan	33	$35,875.72	$0.00	$35,875.72
Annual Payment 3	H00003	Axon Body 4 Single-Bay Dock Bundle	33	$0.00	$0.00	$0.00
Annual Payment 3	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$136.80	$0.00	$136.80
Annual Payment 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	3	$626.67	$0.00	$626.67
Annual Payment 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	33	$0.00	$0.00	$0.00
Annual Payment 3	ProLicense	Pro License Bundle	10	$4,368.47	$0.00	$4,368.47
Total				**$85,152.30**	**$0.00**	**$85,152.30**

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	102531	PSO Virtual Training	1	$497.83	$0.00	$497.83
Annual Payment 4	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	$597.39	$0.00	$597.39
Annual Payment 4	73478	Axon Evidence - Redaction Assistant User License	36	$0.00	$0.00	$0.00
Annual Payment 4	73682	Axon Evidence - Auto Tagging License	36	$0.00	$0.00	$0.00
Annual Payment 4	73686	Axon Evidence - Storage - Axon Device Unlimited	36	$14,000.64	$0.00	$14,000.64
Annual Payment 4	BasicLicense	Basic License Bundle	40	$7,766.17	$0.00	$7,766.17
Annual Payment 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	$4,507.72	$0.00	$4,507.72
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,774.91	$0.00	$16,774.91
Annual Payment 4	C00032	TASER 10 Certification Standard Plan	33	$35,875.70	$0.00	$35,875.70
Annual Payment 4	H00003	Axon Body 4 Single-Bay Dock Bundle	33	$0.00	$0.00	$0.00
Annual Payment 4	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$136.81	$0.00	$136.81
Annual Payment 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	3	$626.67	$0.00	$626.67
Annual Payment 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	33	$0.00	$0.00	$0.00
Annual Payment 4	ProLicense	Pro License Bundle	10	$4,368.46	$0.00	$4,368.46
Total				**$85,152.30**	**$0.00**	**$85,152.30**

Nov 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	102531	PSO Virtual Training	1	$497.83	$0.00	$497.83
Annual Payment 5	102608	VR Upgrade Service (New Device Implementation) (1-Day)	1	$597.40	$0.00	$597.40
Annual Payment 5	73478	Axon Evidence - Redaction Assistant User License	36	$0.00	$0.00	$0.00
Annual Payment 5	73682	Axon Evidence - Auto Tagging License	36	$0.00	$0.00	$0.00
Annual Payment 5	73686	Axon Evidence - Storage - Axon Device Unlimited	36	$14,000.57	$0.00	$14,000.57
Annual Payment 5	BasicLicense	Basic License Bundle	40	$7,766.16	$0.00	$7,766.16
Annual Payment 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	36	$4,507.72	$0.00	$4,507.72
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	36	$16,774.91	$0.00	$16,774.91
Annual Payment 5	C00032	TASER 10 Certification Standard Plan	33	$35,875.77	$0.00	$35,875.77
Annual Payment 5	H00003	Axon Body 4 Single-Bay Dock Bundle	33	$0.00	$0.00	$0.00

Nov 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Annual Payment 5	H00003	Axon Body 4 Single-Bay Dock Bundle	3	$136.80	$0.00	$136.80
Annual Payment 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	3	$626.67	$0.00	$626.67
Annual Payment 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	33	$0.00	$0.00	$0.00
Annual Payment 5	ProLicense	Pro License Bundle	10	$4,368.47	$0.00	$4,368.47
Total				**$85,152.30**	**$0.00**	**$85,152.30**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-382567, Q-730074, Q-798890,

Agency is terminating those contracts effective 12/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$1,988.36

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Outstanding Invoice - INUS417910 - 1/30/2026 - $1,520.28

Rewrite Estimates
Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing
Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing
Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/20/2026



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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Professional Services Agreement - Offshore Feasibility and Preliminary Shoreline Design and Study

RECOMMENDATION

Recommend Village Council authorize the Village Manager to execute a professional services agreement with Moffatt & Nichol Inc. for the Village of Key Biscayne Offshore Feasibility and Preliminary Shoreline Design and Study in an amount not to exceed $1,075,000..

DISCUSSION

Purpose: To develop a scientifically validated and implementable framework for offshore artificial reef systems intended to reduce shoreline erosion, improve coastal resilience, and deliver ecological co-benefits. The work will combine oceanographic field data, advanced wave and sediment-transport modeling, benthic habitat assessment, prototype fabrication, coral propagation testing, preliminary engineering design, and evaluation of the regulatory and permitting pathway.

Background: The Village experiences chronic erosion along its 1.2-mile Atlantic shoreline, with an estimated annual loss of approximately 12,000 cubic yards of sand. Shoreline recession threatens critical infrastructure, the dune system, the Village's evacuation route, and substantial adjacent property values. Traditional beach renourishment has been used since 1969, but the interval between projects has shortened and the approach does not directly address unattenuated wave energy reaching the shoreline.

Procurement Process and Evaluation: The Village issued RFQ No. 2026-09 on May 19, 2026, and advertised the solicitation through the Village website and notice board, DemandStar, and the Miami Herald. Two responsive qualification packages were received on June 23, 2026, from GHD Services Inc. and Moffatt & Nichol Inc. Procurement completed due diligence and found both firms properly licensed, qualified, and responsive, with no material defects identified.

The Evaluation Committee reviewed the written submissions, heard presentations, and scored each proposer using the RFQ criteria: project approach (40 points), organizational profile (30 points), and experience and qualifications (30 points). Moffatt & Nichol received 473 of 500 available points and ranked first; GHD Services received 459 points and ranked second.

Justification: The Committee's recommendation reflects Moffatt & Nichol's comprehensive technical and community-engagement approach; partnership with the University of Miami Rosenstiel School of Marine, Atmospheric, and Earth Science; access to local expertise and data; consideration of innovative and cost-effective alternatives; and strong municipal references. The team's local presence and specialized coastal engineering, marine science, coral, and hybrid-reef expertise position it to perform the study effectively and rigorously.

Implementation/Integration Plan: Following Council approval, the Village Manager will negotiate the

agreement with the top-ranked firm. The two-year study will advance through site assessment and data collection, technical modeling, preliminary design, prototype and ecological testing, stakeholder engagement, and regulatory analysis. Each phase is intended to inform the next and to complement ongoing federal and regional coastal-resilience efforts.

The recommended team, led by **Moffatt & Nichol Inc.** in partnership with the **University of Miami Rosenstiel School of Marine, Atmospheric, and Earth Science**, brings a unique combination of nationally recognized coastal engineering expertise and world-class marine science capabilities. Moffatt & Nichol has extensive experience in the analysis and modeling of coastal systems, shoreline processes, and the design of protective coastal infrastructure. This expertise is complemented by the University of Miami's Rosenstiel School, an internationally recognized leader in coral research, reef restoration, marine ecology, and the development of hybrid artificial reef systems.

The partnership provides the Village with direct access to a multidisciplinary team of engineers, oceanographers, marine scientists, and coral experts capable of evaluating both the shoreline protection and ecological benefits of a hybrid offshore reef approach. The University of Miami's longstanding presence in the region, including its research facilities on Virginia Key, provides valuable local knowledge, scientific resources, and experience with South Florida's unique coastal and marine environments. Together, the team is uniquely qualified to undertake the rigorous scientific investigation, engineering analysis, and stakeholder engagement necessary to determine the feasibility of an offshore artificial barrier reef system for Key Biscayne.

The project will be implemented over a two-year period and will progress through a series of integrated phases, including data collection, site characterization, oceanographic and sediment-transport modeling, ecological assessments, preliminary engineering design, coral propagation testing, and regulatory and permitting analysis. The initial NOAA-funded tasks represent the foundational phase of the study and will provide the technical data and scientific basis necessary to inform subsequent project components funded through state appropriations and the Village's local match. Throughout the study, the consultant team will coordinate with Village staff, regulatory agencies, and key stakeholders to ensure that each phase builds upon the previous one and results in a comprehensive evaluation of the feasibility, constructability, and long-term effectiveness of a hybrid offshore reef system as a shoreline resilience strategy for Key Biscayne.

RESOURCE IMPACT

- **Recurring Funding:** This is a multi-year professional services study funded through project-specific federal, state, and local sources.

Source	Amount	Use
Federal appropriation administered by NOAA	$412,500	Initial three tasks
State appropriation administered by FDEP	$250,000	Later study tasks
Local match	$412,500	Later study tasks and required match
Total	**$1,075,000**	**Full feasibility study**

- **Personnel:** Work will be performed by the selected consultant team and managed by the Village's Chief Resilience and Sustainability Officer, with support from appropriate Village departments.
- **Equipment:** N/A
- **Facilities:** N/A
- **Training:** N/A

FUNDING SOURCES

This is a multi-year professional services study funded through project-specific federal, state, and local sources.

- **GL Code:** 301-41-541-63073
- **Budget Line-Item:** Design Off-Shore Hybrid Reef
- **Amount:** $1,075,000
- **Maintenance & Repair:** N/A

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This work advances the Resilient Infrastructure and Adaptation Program, specifically the Village's shoreline-protection and coastal-resilience priorities.

- **Goal** - Resilient and Sustainable Environment and Infrastructure
- **Focus Area** – Protect Shorelines
- **Action** – Perform offshore barrier reef feasibility study and preliminary design

ATTACHMENT(S)

A. Professional Services Agreement

Prepared by: Roland Samimy, Ph.D., Chief Resilience and Sustainability Officer

Department Director: Christopher Miranda | Public Works Department

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

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH MOFFATT & NICHOL, INC. FOR THE OFFSHORE FEASIBILITY AND PRELIMINARY SHORELINE DESIGN STUDY PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2026-09 IN AN AMOUNT NOT TO EXCEED $1,075,000; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") issued Request for Qualifications No. 2026-09 ("RFQ") for the Offshore Feasibility and Preliminary Shoreline Design Study (the "Project"); and

WHEREAS, on September 8, 2026, the Village Council adopted Resolution No. 2026-40 selecting Moffatt and Nichol, Inc. (the "Consultant") to provide the services for the Project and authorizing the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Village Manager has negotiated the agreement attached hereto as Exhibit "A" (the "Agreement") with the Consultant for the Services in an amount not to exceed $1,075,000 and the Village Council desires to approve 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. **Approval.** That the Village Council hereby approves the Agreement with the Consultant for the Project.

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," 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 _____ 2026.

_____
JOE I. RASCO, MAYOR

ATTEST:

_____
JOCELYN B. KOCH, CMC
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

MOFFATT & NICHOL, INC.

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **MOFFATT & NICHOL, INC.**, a California corporation authorized to transact business in the State of Florida (hereinafter, the "Consultant").

WHEREAS, the Village issued Request for Qualifications No. 2026-09 (the "RFQ") for the Offshore Feasibility and Preliminary Shoreline Design Study (the "Project"); and

WHEREAS, in response to the RFQ, the Consultant submitted qualifications for the Project, which response is incorporated herein by reference; and

WHEREAS, an Evaluation Committee appointed by the Village Manager ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on September 8, 2026, the Village Council adopted Resolution No. 2026-40 selecting Consultant to provide the Services and authorizing the Village Manager to an agreement with the Consultant; and

WHEREAS, the Consultant will perform comprehensive site assessment and preliminary design services for the Project, as further described in Section 2 of the RFQ, attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon a fee/rate schedule as set forth in Exhibit "B" (the "Rate Schedule") in connection with 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. <u>Scope of Services</u>.

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

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 two (2) years thereafter, unless earlier terminated in accordance with Paragraph 8.

2.2. 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 Rate Schedule attached hereto as Exhibit "B," in an amount not to exceed $1,075,000.

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. In the event compensation to the Consultant includes the cost of duties, tariffs, or fees that are ruled unlawful, canceled, or reduced retroactively, the Consultant shall remit 100% of any such duties, tariffs, or fees paid by the Village within fourteen calendar days after the duties, tariffs, or fees are ruled unlawful, canceled, or reduced retroactively. This obligation survives the termination of this Agreement.

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

3.4.1. Name and address of the Consultant;

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 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.

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.

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. 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: Exhibit A – Scope of Services; and
26.3. Third Priority: Exhibit B –Rate Schedule.

[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)

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

SECTION 2. SCOPE OF SERVICES

2.1 PROJECT OVERVIEW:

The Village of Key Biscayne faces chronic shoreline erosion along its 1.2-mile Atlantic coastline, losing approximately 12,000 cubic yards of sand annually. This erosion directly threatens critical infrastructure – including an electrical substation, stormwater systems, water and sewer utilities, and Crandon Boulevard, the Village's only evacuation route – as well as approximately $5 billion in adjacent property values and the dunes that serve as the primary storm surge buffer for oceanside neighborhoods.

To address the underlying driver of erosion – unattenuated wave energy reaching the shoreline – the Village is soliciting a team through this request for qualifications to conduct a comprehensive site assessment and preliminary engineering design of a hybrid offshore artificial reef system. The project will combine oceanographic field data collection, advanced numerical wave and sediment transport modeling, benthic habitat assessments, small-scale prototype structure fabrication, and coral propagation field testing to identify optimal offshore reef locations and configurations.

2.2 GOALS AND OBJECTIVES

2.2.1 Goal:

Develop a scientifically validated and implementable framework for the development of hybrid offshore artificial reef systems that reduce shoreline erosion, enhance coastal resilience, and provide significant ecological co-benefits for the Village of Key Biscayne and the broader southeast Florida coast.

2.2.2 Objectives:

1. Quantify coastal processes and primary drivers of shoreline change along the Key Biscayne Atlantic shoreline.
2. Identify and rank optimal offshore reef deployment locations using integrated numerical modeling and habitat assessment.
3. Develop preliminary engineering designs and fabricate prototype reef structures validated through wave tank testing.
4. Evaluate the performance and propagation strategies of heat-tolerant coral species in non-reef nearshore environments.
5. Establish a regulatory and permitting pathway for future full-scale reef deployment.
6. Engage the local community and broader stakeholder network through education, citizen science, and outreach activities.

2.3 TEAM QUALIFICATIONS

2.3.1 Coastal/Ocean Engineering

- Licensed Professional Engineer (PE) with coastal or marine engineering specialty
- Demonstrated experience with nearshore hydrodynamic and wave modeling (MIKE 21 HD, SW, and 3; MIKE 21 Shoreline Morphology Model specifically)
- Experience with MetOcean analysis, extreme probability analysis, and sea level rise vulnerability assessments
- Experience designing coastal armor structures, submerged reef structures, or artificial reef systems
- Familiarity with 3D concrete printing for marine construction applications
- Experience with wave tank stability testing and physical prototype evaluation

2.3.2 Marine/Environmental Science

- Qualified marine biologist or coastal ecologist with experience in Florida nearshore environments
- Demonstrated experience conducting quantitative benthic transect surveys (quadrat methodology) for seagrasses, macroalgae, sponges, and coral communities
- Experience with GIS-based marine resource mapping
- Familiarity with sediment sampling and characterization methods

2.3.2 Coral Reef Ecology and Restoration

- Demonstrated experience operating land-based and in-water coral nurseries
- Experience propagating corals through both sexual and asexual methods
- Experience working with threatened Acropora species and other priority reef-building species
- Active or prior grant experience with NOAA, FDEP, or DoD coral restoration programs
- Familiarity with REEF fish survey methodology and coral photophysiological monitoring

2.3.3 Oceanographic Data Collection

- Experience deploying and operating oceanographic instrumentation in nearshore marine environments
- Familiarity with SOFAR SMART™ mooring systems or equivalent wave/current monitoring buoys
- Ability to process and calibrate raw oceanographic datasets for use in numerical models

2.3.4 Geotechnical Engineering

- Experience with marine geotechnical investigations and seabed characterization

- Familiarity with marine mattress foundation systems for submerged coastal structures

2.3.5 **Regulatory and Permitting**

- Demonstrated experience navigating environmental permitting in Florida for nearshore or coastal projects
- Prior coordination experience with USACE, FDEP, DERM, NOAA NMFS, USFWS, and/or FWC
- Familiarity with permitting pathways for artificial reef or coastal structure projects in Miami-Dade County

2.3.6 **Stakeholder Engagement and Community Outreach**

- Experience managing public engagement for coastal or environmental infrastructure projects
- Ability to develop and deliver science education programming for K–12 and general public audiences
- Experience designing or administering citizen science monitoring programs
- Familiarity with working alongside community foundations or civic organizations

2.3.7 **Project Management**

- Demonstrated ability to manage multi-disciplinary teams across concurrent, overlapping task schedules
- Experience managing grant-funded projects with deliverable-based reporting requirements
- Familiarity with municipal client structures and public procurement reporting expectations

2.4 PRELIMINARY SCOPE OF WORK AND PROJECT APPROACH

2.4.1 **Task 1 – Data Collection and Review**

The project team will compile existing studies, shoreline position data, and benthic survey results to characterize the coastal littoral system. Site-specific oceanographic measurements will be collected using SOFAR SMART™ mooring systems with Spotter buoys deployed at inshore and offshore locations to gather real-time wave, tidal current, and meteorological data over a 30–90 day period. Qualitative marine resource mapping (coarse grid) followed by targeted quantitative benthic transects (quadrats documenting species, diversity, density, size structure of seagrasses, macroalgae, sponges, soft and stony corals, and mobile macrofauna) will be conducted. Sediment depth and composition will also be assessed. All field data will be processed and formatted into GIS for use in subsequent modeling tasks.

Deliverable: Technical memorandum describing instrumentation, sampling methodology, calibration, and data summaries for numerical modeling. Develop Data Management Plan

2.4.2 **Task 2 – Site Identification and Evaluation**

A full suite of hydrodynamic, wave, and shoreline morphological models will be developed and calibrated using field-collected data. The numerical modeling suite includes: MIKE 21 Hydrodynamic (HD) model for tidal current simulation; MIKE 21 Spectral Wave (SW) model for wave propagation and transformation from deep water to the nearshore zone; MIKE 3 Wave Model (local domain) for simulating wave behavior around proposed coastal structures; and MIKE 21 Shoreline Morphology Model to evaluate shoreline performance under various reef configurations. Comparable hydrodynamic or sediment transport models will be considered. Historical shoreline position and beach volumetric changes over the past 20 years (R-092 near Bear Cut to R-113 at Bill Baggs State Park) will be analyzed to calibrate morphological models. MetOcean statistics and extreme probability analyses will be developed. Sea level rise vulnerability through 2070 will be incorporated.

Habitat assessment data (Task 1) will be integrated into an evaluation criteria matrix ranking candidate sites by: technical feasibility (wave attenuation, erosion control), ecological benefit, avoidance of sensitive marine resources, regulatory permitting feasibility, construction logistics and cost, and community preference.

Deliverable: Calibrated numerical models; historical shoreline analysis; MetOcean statistics; habitat assessment report; evaluation criteria matrix with site rankings.

2.4.3 **Task 3 – Preliminary Design and Prototyping**

Design iterations for the top-ranked site alternatives will be evaluated using the morphological model to assess long-term shoreline response. Coastal structure geometry and configurations will be refined iteratively to select preferred configurations accounting for constructability and 3D concrete printing processes. Seabed geotechnical conditions will be evaluated to specify a marine mattress foundation system. Structural design will address coastal armor stability, head protection, toe scour, optimized slope and crest dimensions, and preliminary construction quantity estimates. A minimum of two small-scale (1–2 m length) prototype structures will be fabricated using 3D concrete printing and subjected to wave tank stability testing. Structural certification by a licensed engineer will be obtained as required for permitting.

Deliverable: Complete preliminary design package; physical prototypes; engineer's certification.

2.4.4 **Task 4 – Coral Species Analysis and Field Testing**

The research partner shall demonstrate experience with land-based and in-water coral nurseries – housing corals from more than 15 species propagated through sexual and asexual methods under existing NOAA, FDEP, and DoD grants. This information will be leveraged to select and deploy candidate coral species. The project will utilize thousands of coral ramets from hundreds of genotypes, prioritizing heat-tolerant species including the

threatened Acropora cervicornis and A. palmata, as well as Orbicella faveolata, Montastraea cavernosa, Pseudodiploria clivosa, and P. strigosa. Corals will be deployed on a combination of small-scale (1–2 m length) prototype structures, PVC floating tree nursery structures and rebar tables (minimum 2 PVC trees and 1 rebar table) using established attachment methods at a minimum of 3 candidate sites. Coral survival, growth, and photophysiological performance will be monitored. Prior studies indicate coral-enhanced structures can reduce wave height by an additional 15% beyond uncolonized structures.

Deliverable: Technical memorandum summarizing species selection justification, propagation methodology, and coral performance metrics.

2.4.5 **Task 5 – Regulatory and Permitting Feasibility Screening**

Pre-application agency coordination meetings will be conducted with all regulatory bodies holding jurisdiction over nearshore structures in Miami-Dade County: U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Miami-Dade Department of Environmental Resources Management (DERM). Commenting agencies including the U.S. Fish and Wildlife Service (USFWS), NOAA National Marine Fisheries Service (NMFS), and Florida Fish and Wildlife Conservation Commission (FWC) will also be consulted. Agency feedback on environmental permitting feasibility will be reviewed, documented, and synthesized into a regulatory roadmap to guide future full-scale deployment.

Deliverable: Regulatory roadmap technical memorandum.

2.4.6 **Task 6 – Stakeholder Engagement**

Community engagement will be conducted throughout the project in partnership with the Key Biscayne Community Foundation (KBCF). Engagement will include: presentations and workshops through the KBCF Citizen Scientist program; integration with the Key Biscayne Community Center Marine Biology Summer Camp and partnerships with K-8 Center School and MAST Academy; development of a shore-based citizen science monitoring program accessible to swimmers, snorkelers, paddleboarders, and kayakers (structures will be located within 200 meters of shore); beach educational signage for self-guided exploration; four organized coastal cleaning activities; and coordination with the citizen science efforts. Community members will be trained to conduct REEF fish survey methodology monitoring to track reef fish community development.

Deliverable: Education and media materials; attendance logs; meeting minutes.

2.5 DESCRIPTION OF IN-FIELD ACTIVITIES

The following in-field activities will be conducted as part of this project. All activities will be designed to minimize environmental impacts and conducted in compliance with all applicable federal, state, and local permitting requirements.

2.5.1 **Oceanographic Instrument Deployment:**

SOFAR SMART™ mooring systems with Spotter buoys will be deployed at a minimum of two locations (inshore and offshore) within the Key Biscayne nearshore zone for 30–90 day monitoring periods in both winter and summer conditions to capture seasonal variation in physical oceanographic conditions. Instruments will collect continuous wave, current, and meteorological data. Deployment will be conducted by trained marine personnel using small research vessels.

2.5.2 **Benthic Habitat Mapping:**

Marine biologists will conduct qualitative mapping surveys using snorkel and SCUBA to characterize benthic resources across the study area. Follow-up quantitative transect surveys (with quadrats) will document seagrass, macroalgae, coral, sponge, and mobile fauna distribution, density, and health. GPS-referenced data will be integrated into GIS. Survey methods will follow protocols required by USACE, FDEP, and Miami-Dade DERM.

2.5.3 **Coral Species Field Testing:** Utilizing benthic habitat characterization derived from qualitative mapping surveys, proposer will deploy a combination of small-scale (1–2 m length) 3-D printed prototype structures, PVC floating tree nursery structures and rebar tables (minimum 2 PVC trees and 1 rebar table) using established attachment methods at a minimum of 3 candidate sites to monitor and quantify coral survival, growth, and photophysiological performance.

2.5.4 **Timing and Location:**

All in-field activities will be conducted along the Atlantic coastline of Key Biscayne, Miami-Dade County, Florida. Specific timing of dives and instrument deployments will be coordinated with weather windows and agency permit conditions.

2.5.5 **Environmental Safeguards:**

Site selection will minimize impact to seagrass beds, hardbottom habitats, endangered species nesting areas, and proximity to coral nurseries and marine protected areas. The project team will include experienced marine biologists and coastal engineers familiar with regulatory expectations for work in Miami-Dade County waters. All required federal (Section 404/10, ESA, MMPA), state (FDEP), and county (DERM) permits and approvals will be obtained prior to in-water activities

2.6 TECHNICAL ADVISORY COMMITTEE (TAC)

The project team will establish a Technical Advisory Committee (TAC) comprised of independent technical experts and prospective end users to provide guidance throughout the project lifecycle. The TAC will offer advisory input at key decision points – including the site ranking, design review, and regulatory roadmap – and will review draft deliverables prior to finalization.

The proposed TAC composition of 4-6 members includes representatives from some or all the following agencies and disciplines:

- National Oceanic and Atmospheric Administration (NOAA) (secured funding partner)
- Miami-Dade County Office of Resilience
- U.S. Army Corps of Engineers (USACE), Jacksonville District
- Florida Department of Environmental Protection (FDEP), Coastal Management Program
- Miami-Dade Department of Environmental Resources Management (DERM) / Department of Regulatory and Economic Resources (RER)
- Florida Fish and Wildlife Conservation Commission (FWC)
- An independent coastal engineer with Florida permitting experience
- A coral reef ecologist with no affiliation to the project team

END OF SECTION 2.

EXHIBIT B
RATE SCHEDULE

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor ~~and Councilmembers~~

FROM: Steven C. Williamson, Village Manager

RE: Modernization of Community Center Elevators

RECOMMENDATION

Recommend Village Council authorize the Village Manager to issue a work order not to exceed $350,000 under the existing Agreement with Maverick United Elevator LLC, for the modernization of two hydraulic elevators at the Community Center.

DISCUSSION

Purpose: To modernize Community Center elevators using the modernization pricing the Village secured through its competitively bid elevator maintenance and repair agreement with Maverick United Elevator LLC.

Background: On August 25, 2026, the Village Council approved Resolution No. 2026-33 selecting Maverick United Elevator LLC for elevator maintenance and repair services pursuant to Invitation to Bid (ITB) No. 2026-10, in an amount not to exceed $41,400 annually over a three-year term, with two additional one-year renewal options.

In the elevator industry, a "modernization" replaces the major operating systems of an existing elevator while retaining the hoistway, rails, and other structural components that remain serviceable. For a hydraulic elevator, modernization typically includes a new microprocessor controller; a new hydraulic power unit, including the pump, motor, valve, and tank; new door operator and door equipment; new car and hall fixtures; and code-required upgrades such as emergency communication, firefighters' service, and accessibility features. Where conditions warrant, it may also include replacement of the hydraulic cylinder. The final scope for each elevator will be confirmed through Maverick's itemized proposal and staff review.

Table. Elevators to be modernized in Community Center

Facility	Location	Stops	Type / Manufacturer
Community Center	10 Village Green Way	3	Hydraulic / Schindler
Community Center	10 Village Green Way	2	Hydraulic / Schindler

The Community Center's two elevators provide the only ADA access to the first and second floors from the garage parking. The Community Center hosts recreation programs, public

meetings, camps, fitness activities, and community events throughout the year. The Fire Station's elevators, serve the front of the station and the Council Chambers. Reliable elevator service at all Village buildings is essential to accessibility for residents, visitors, and staff with mobility limitations, and to the Village's obligations under the Americans with Disabilities Act.

Justification: Staff evaluated how best to address the modernization of these elevators using four criteria: cost, speed of delivery, minimal disruption to building operations, and accountability for long-term performance. Three alternatives were considered.

1. Continuing to repair components as they fail has the lowest near-term cost. However, replacement parts for older equipment are increasingly difficult to obtain, failures can result in extended outages while parts are located, and repair spending accumulates without extending the overall life of the system.

2. Issuing a new solicitation specifically for modernization would produce fixed lump-sum pricing for a defined scope. However, it would add several months for specification, solicitation, and award, and could result in a different contractor installing the new equipment while Maverick remains responsible for maintaining it, dividing responsibility for performance and warranty issues.

3. Use the existing agreement with Maverick. Using the existing Agreement allows the Village to rely on labor rates and a markup that were competitively bid and that were the lowest of the three bids received; the other two bidders proposed markups of 12% and 15%. The same contractor that installs the new equipment will maintain it, providing a single point of accountability, and work can begin as soon as proposals are reviewed and equipment is ordered. Modernization will also bring each elevator up to current ASME A17.1 safety code, Florida Building Code, and Miami-Dade County requirements, and new hydraulic power units and fittings reduce the risk of oil leaks, an important environmental consideration on a barrier island with a shallow water table.

Implementation/ Plan: Upon Council approval, Public Works will request an itemized written proposal from Maverick for each elevator. Staff will review each proposal against the bid rates and request that Maverick commit to a guaranteed maximum price for each elevator. Once a proposal is accepted, the Village Manager will authorize the work, and staff will require Maverick to furnish payment and performance bonds as required by Section 255.05, Florida Statutes. Maverick will then obtain the required permits, order equipment, and schedule installation in coordination with staff. At the Community Center, elevators will be modernized one at a time so that at least one elevator remains in service. Each elevator will be inspected and tested by the elevator inspector before it returns to service. Major components typically have lead times of several months, and staff anticipates completing the work during Fiscal Year 2027, with total expenditures not to exceed $350,000.

RESOURCE IMPACT

Staff estimate the cost of modernizing each elevator to be about $150,000.

Recurring Funding: None. This is a one-time capital expenditure. The modernized elevators will remain under the monthly preventive maintenance provisions of the existing Agreement at

the contract rate per elevator per month. New equipment will be covered by the manufacturer's warranty, and under Section 6.1 of the Agreement, Maverick must correct defective work at its own expense during the term of the Agreement and for two years after its completion. Staff anticipates fewer service calls and lower repair costs once the work is complete.

Personnel: The projects will be managed by existing Public Works staff. No new positions are required.

Equipment: Elevator controllers, hydraulic power units, door operators and door equipment, car and hall fixtures, and related code-required components, as specified in each approved proposal.

Facilities: Each elevator will be temporarily out of service during its installation.

Training: Maverick will be asked to orient designated Village personnel on the operation of the new equipment, including emergency procedures and firefighters' service operation.

FUNDING SOURCES

- **GL Code:** 301-73-573-XXXXX
- **Budget Line-Item:** Rehab Elevators Village-wide
- **Amount:** Not to exceed $350,000 in Fiscal Year 2027
- **Maintenance & Repair:** Ongoing maintenance will be provided under the existing Agreement at the established contract rates. No additional maintenance cost is anticipated.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This authorization supports the Village's commitment to maintaining safe, reliable, accessible, and efficient public facilities.

- **Goal** – Effective and Efficient Government Services
- **Focus Area** – Manage Village Assets
- **Action** – Administer Capital Improvements Program to manage Village assets

ATTACHMENT(S)

A. Resolution No. 2026-33 selecting Maverick United Elevator LLC for Elevator Maintenance and Repair Services pursuant to Invitation to Bid No. 2026-10, including the Agreement and Contractor's Bid
B. Signed and executed annual maintenance contract between Maverick United Elevator LLC and the Village of Key Biscayne.

Prepared by: Christopher Miranda | Public Works Department

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

RESOLUTION NO. 2026- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MAVERICK UNITED ELEVATOR LLC FOR ELEVATOR MODERNIZATION SERVICES IN AN AMOUNT NOT TO EXCEED $350,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2026, the Village of Key Biscayne (the "Village") issued Invitation to Bid No. 2026-10 (the "ITB") seeking bids from qualified firms for elevator maintenance and repair services (the "Services"); and

WHEREAS, on August 25, 2026, the Village Council adopted Resolution No. 2026-33, selecting Maverick United Elevator LLC (the "Contractor") to provide the Services, and authorized the Village Manager to negotiate and execute an agreement with the Contractor for the Services; and

WHEREAS, the Village is in need of the Services for the modernization of two hydraulic elevators at the Community Center (the "Capital Project"); and

WHEREAS, the Contractor has agreed to perform the Services for the Capital Project in accordance with the proposal attached hereto as Exhibit "A" (the "Proposal") in an amount not to exceed $350,000; and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order to the Contractor for the Capital Project, consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed $350,000; 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. Authorization. That the Village Council hereby authorizes the Village Manager to issue a work order to the Contractor for the Capital Project consistent with the Proposal attached hereto as Exhibit "A" and the Agreement in an amount not to exceed $350,000.00.

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

MAVERICK UNITED ELEVATOR LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of 10/7/2026, 2026 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **MAVERICK UNITED ELEVATOR LLCs**, a Florida limited liability company (hereinafter, the "Contractor").

WHEREAS, the Village issued Invitation to Bid No. 2026-10 (the "ITB") for comprehensive elevator preventative maintenance, inspections, testing, troubleshooting, repairs, emergency response services, and modernization support for the Village owned elevator systems(the "Services"), all as set forth in greater detail in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, in response to the ITB, the Contractor submitted a bid to perform the Services on behalf of the Village, as set forth in the Contractor's bid attached hereto as Exhibit "B" (the "Bid"); and

WHEREAS, on August 25, 2026, the Village adopted Resolution No. 2026-33, awarding a contract to the Contractor based on the Contractor's Bid for the Services; and

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

WHEREAS, the Contractor and Village, through mutual negotiation, have agreed upon a fee for the Services in an amount not to exceed $41,400 annually; and

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

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

1. Scope of Services.

Initial PWDCM

1.1. Contractor shall provide the Services set forth in the Scope of Services and the Contractor's Bid attached hereto as Exhibits "A" and "B," respectively, and incorporated herein by reference.

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1.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the 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) addition one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Contractor shall be in accordance with the Bid attached hereto as Exhibit "B." Compensation shall be in an amount not to exceed $41,400 annually.

Initial
BN

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

3.3. In the event compensation to the Contractor includes the cost of duties, tariffs, or fees that are ruled unlawful, canceled, or reduced retroactively, the Contractor shall remit 100% of any such duties, tariffs, or fees paid by the Village within fourteen calendar days after the duties, tariffs, or fees are ruled unlawful, canceled, or reduced retroactively. This obligation survives the termination of this Agreement.

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

3.4.1. Name and address of the Contractor;

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;

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

4.2. Contractor 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 Contractor to assist Contractor in performing the Services.

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

6. Contractor's Responsibilities; Representations and Warranties.

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

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and

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enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

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

8.2. Upon receipt of the Village's written notice of termination, Contractor 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 Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the 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. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to 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 Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

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

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 Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the 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 Contractor in performance of this Agreement. The Contractor'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 Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the 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 Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the 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 Contractor's performance or non-performance of this Agreement.

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

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14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor 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. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor'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 Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Contractor 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 Contractor

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shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

16.9. **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 Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, 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 Contractor 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.

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20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

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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 Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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 Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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 Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.6. Prohibition on Diversity Equity and Inclusion (DEI). Commencing January 1, 2027, the Contractor certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Contractor fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

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.

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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: Exhibit A – Scope of Services; and
26.3. Third Priority: Exhibit B – Contractor's Bid.

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

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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

Signed by:
By: Steven C Williamson
CF5C695978AA42B...
Steven C. Williamson
Village Manager

Attest:

DocuSigned by:
By: Jocelyn Koch
88876E7FDD91447...
Jocelyn B. Koch, CMC
Village Clerk

Signed by:

Approved as to form and legal sufficiency:

DocuSigned by:
By: Chad Friedman
FB4F15E0EE184CF...
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

MAVERICK UNITED ELEVATOR LLC

By: _____
Miguel A. Garcia
Managing Member

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)

Addresses for Notice:
Maverick United Elavtor LLC
Attn: Miguel A. Garcia
4200 SW 54th Avenue
David, Florida 33314
954-822-1070 (telephone)
_____(facsimile)
info@mavelevator.com (email)

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

Initial PWDCM
Initial BN

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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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

Signed, sealed and delivered by:

Print Name: Miguel A Garcia
Title: Managing Member
Entity Name: Maverick United Elevator

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of September, 2026, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maverick United Elevator (name of party on behalf of whom instrument is executed).

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Rocio Ybargollin
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

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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 Maurice United Elv; a nongovernmental entity.
3. Maurice United Elevator 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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

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

Print Name: Miguel A Garcia
Title: Managing Member
Entity Name: Maurice United Elevator

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 22 day of September, 2024, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maurice United Elv. (name of party on behalf of whom instrument is executed).

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Rocio Ybargollin
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

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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. Maverick United Elevator LLC ("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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

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

Print Name: Miguel A Garcia
Title: Managing Member
Entity Name: Maverick United Elevator

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 22 day of September, 2026, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maverick United Ele. (name of party on behalf of whom instrument is executed).

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Rocio Ybargollin
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

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EXHIBIT A
SCOPE OF SERVICES

SECTION 2. SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

2.1 INTRODUCTION:

The Village of Key Biscayne, Florida invites qualified and licensed elevator contractors to submit responses for the purpose of awarding a contract for comprehensive elevator preventative maintenance, inspections, testing, troubleshooting, repairs, emergency response services, and modernization support for Village-owned elevator systems. Contractor shall provide all necessary labor, materials, and equipment for servicing the Village as specified herein in full accordance with the specifications, terms and conditions contained in this Invitation to Bid (ITB).

Elevator Equipment Inventory

Building	Location	Serial Number	Stops	Type	Existing Manufacturer
Admin & Police Building	88 W McIntyre Street	72405	3	Hydraulic	Schindler
Community Center	10 Village Green Way	74571	3	Hydraulic	Schindler
Community Center	10 Village Green Way	76287	2	Hydraulic	Schindler
Community Center	10 Village Green Way	74570	2	Hydraulic	Schindler
Fire Rescue Facility	560 Crandon Blvd.	72403	3	Hydraulic	Schindler
Fire Rescue Facility	560 Crandon Blvd.	72404	3	Hydraulic	Schindler

2.2 SCOPE OF SERVICES.

A. SCHEDULED EQUIPMENT EVALUATIONS

1. The Contractor shall conduct quarterly scheduled evaluations of equipment performance, including but not limited to:
    - Car speed
    - Door operations
    - Ride quality
    - Leveling accuracy
    - Hall call operation
    - Car operating panels

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- Hydraulic operation
- Emergency systems
- Controller functionality
- Noise and vibration conditions
- Overall operational reliability

2. Following each evaluation, the Contractor shall prepare and submit written recommendations for manufacturer-approved adjustments, repairs, preventative maintenance, and replacement of equipment necessary to maintain safe and reliable operation.
3. Equipment evaluations shall be performed in accordance with manufacturer recommendations, ASME A17.1, applicable Florida Building Codes, Miami-Dade County requirements, and all governing regulatory agencies.
4. The evaluations shall be presented and reviewed with the Village's designated Facilities
   Representative or Public Works representative.

B. PREVENTATIVE MAINTENANCE SCHEDULE

1. The Contractor shall submit a preventative maintenance schedule for each elevator prior to award of contract.
2. The Contractor shall furnish qualified elevator mechanics to perform all preventative maintenance services. The elevator mechanic shall complete the scheduled maintenance procedures before leaving any job site.
3. Under no circumstances shall a mechanic be called away from a job site until all scheduled maintenance has been completed.
4. Service mechanics shall check in with the designated Village representative upon arrival and departure from the job site.
5. Service mechanics shall maintain a written or electronic maintenance inspection log for each elevator. This record shall be initialized and dated at the time service is performed and shall remain onsite and available for Village review.
6. All personnel assigned to the project shall be familiar with all requirements of this contract.

C. REGULAR SCHEDULED PREVENTATIVE MAINTENANCE SERVICE – ELEVATORS

Where applicable, the Contractor shall perform preventative maintenance services including, but not limited to, the following:

1. Operational Systems

- Maintain all operating systems at optimum operating speed
- Adjust controls and operating systems to ensure smooth and safe operation
- Perform all necessary tests and corrections to ensure all circuits are properly

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adjusted and operate safely.

2. Guide Rails & Door Equipment

- Keep guide rails properly lubricated
- Inspect and repair guide shoe gibs or rollers as required
- Inspect and maintain door operators, interlocks, closers, tracks, rollers, safety edges, door motors, and related components
- Clean and lubricate all related moving equipment

3. Hydraulic Systems

- Clean strainers and flush hydraulic systems as required
- Remove sediment and debris from tanks and pits
- Replace hydraulic oil and filters as necessary in accordance with manufacturer specifications
- Inspect hydraulic pumps, valves, seals, piping, and fittings

4. Safety Devices

- Maintain all safety devices in proper operating condition
- Equalize tension on hoisting ropes where applicable
- Replace conductor cables and hoist way/machine room wiring as necessary

5. Performance Adjustments

- Maintain original operating performance including:
  - Acceleration
  - Deceleration
  - Floor leveling
  - Ride quality
  - Door timing
  - Call response time
  - Overall operational efficiency

6. Electrical & Control Systems

- Inspect and test controllers, relays, contactors, transformers, selectors, encoders, circuit boards, and communication systems
- Test group dispatching systems and timing circuits where applicable
- Ensure systems operate in accordance with manufacturer specifications

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7. Machine Rooms & Equipment Spaces

- Maintain machine rooms, pits, and related spaces in clean condition
- Remove oil, debris, dust, and hazardous materials
- Maintain proper lighting and housekeeping standards
- Coordinate any painting or access restrictions with Village staff

8. Lubrication & Mechanical Maintenance

- Examine, clean, lubricate, adjust, and repair:
  - Governors
  - Sheaves
  - Bearings
  - Door equipment
  - Counterweights
  - Traveling cables
  - Safety switches
  - Slowdown switches
  - Door protective devices
  - Alarm bells
  - Emergency lighting systems
  - Batteries

9. Suspension & Drive Components

- Adjust rope or belt tension as required
- Replace worn suspension components in accordance with manufacturer standards

10. Obsolete Equipment Support

- Examine obsolete or unsupported equipment and provide recommendations for modernization or replacement
- Provide temporary operational solutions when parts are unavailable
- Recommend hard-wiring or alternative operational methods when appropriate

11. Parts & Materials

- All replacement parts and materials shall be new and manufacturer-approved unless otherwise authorized by the Village
- The Contractor shall maintain adequate inventory and parts availability to support timely repairs
- Any markup on parts and materials shall not exceed the percentage identified

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in the bid proposal

D.SAFETY TESTS & INSPECTIONS

1. All tests required by governing agencies shall be coordinated and witnessed by the appropriate Elevator Inspector and Village representative.
2. The Contractor shall periodically examine all safety devices and governors and conduct annual safety testing in accordance with ASME A17.1 and all applicable codes.
3. Written reports and copies of all tests shall be submitted to the Village within thirty (30) days following completion of each test.
4. Emergency operations and firefighters' service systems shall be tested monthly where applicable.
5. The Contractor shall maintain written records of all inspections, testing, deficiencies, and corrective actions onsite as required by applicable code.

E. RESPONSE TIME REQUIREMENTS

1. The Contractor shall provide twenty-four (24) hour emergency callback service, seven (7) days per week.
2. Entrapment calls shall receive a response within one (1) hour.
3. Non-emergency shutdowns shall receive a response within four (4) hours.
4. The Contractor shall coordinate all major shutdowns and service interruptions with the Village representative in advance.
5. The Contractor shall immediately notify the Village of any unsafe operating condition or equipment that should be removed from service.

F.REPAIR SERVICES

The Contractor shall provide troubleshooting, diagnostics, repairs, and replacement of failed components including, but not limited to:

- Hall call boards
- Car operating panels (COP)
- Door operator boards
- Door motors
- Hydraulic valves and pumps
- Encoders
- Interlocks
- Controllers
- Selectors
- Relays
- Contactors

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- Door sensors
- Traveling cables
- Communication devices
- Emergency power systems
- Batteries
- Lighting systems

The Contractor shall provide detailed written repair proposals including:

- Failure description
- Recommended corrective action
- Itemized pricing
- Lead times
- Estimated downtime
- Temporary operational solutions if applicable

G.WORK HOURS

1. All preventative maintenance and regular repair work shall be performed during normal Village working hours unless otherwise approved.
2. Emergency repair services shall be available twenty-four (24) hours per day, seven (7) days per week.
3. Lamp replacement, signal replacement, and routine maintenance shall be completed during regular maintenance service visits.

H.SERVICE EXPECTATIONS

The Village expects all elevators to be maintained in safe, reliable, and fully operational condition. The Contractor shall utilize proactive maintenance practices intended to identify potential failures before breakdowns occur.

If the Contractor fails to maintain equipment in acceptable operating condition, the Village reserves the right to require corrective action, additional service visits, replacement personnel, or termination of the agreement for cause.

The Contractor shall minimize disruption to Village operations, residents, staff, emergency personnel, and public visitors at all times.

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EXHIBIT B
CONTRACTOR'S BID

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

Maverick United Elevator LLC
4200 SW 54th Ave
Davie, FL 33314

July 6th, 2026

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Subject: Transmittal Letter

Dear Village of Key Biscayne,

This letter serves to highlight several key reasons why Maverick United Elevator is the ideal candidate to carry out the elevator maintenance at the Village of Key Biscayne.

Over the past years, we have proactively maintained all elevators citywide for Hallandale Beach, City of Pembroke Pines, Town of Davie and City of Miami. The existing equipment at Village of Key Biscayne, are similar to the ones that we maintain in our current contracts and we do have the proper knowledge and tools to maintain/ repair your elevators. Throughout this period, Maverick has invested significant resources and time to ensure that the operation of the Village of Key Biscayne's elevators will be impeccable.

Additionally, we are well-versed in the needs of municipal clients, having serviced more than 10 municipalities, including the City of Pembroke Pines, City of Coconut Creek, City of Hollywood, City of Hialeah and City of Miami.

Maverick is fully equipped to manage all aspects of this project, including coordination with other contractors, and to complete the maintenance within the industry-standard timeline. Moreover, we are committed to providing this service at an economical price for the Village of Key Biscayne.

We look forward to the opportunity to serve you.

Miguel Garcia
Managing Member

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SECTION 5. 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: Draft Contract

EXHIBITS

- ☑ A: Scope of Services
- ☑ B: Fee Schedule/Price Proposal
- ☑ C: Certificate of Insurance

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FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
ELEVATOR MAINTENANCE AND REPAIR SERVICES
Solicitation No.:
ITB # 2026-10

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

Addendum No. 1, Dated 06/25/2026
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: Maverick United Elevator LLC

Authorized Representative's Name: Miguel A Garcia

Title: Managing Member

Email: info@mavelevator.com

Phone Number: 954-822-1070

Address: 4200 SW 54th Ave Davie, FL 33314

Authorized Signature: _____

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FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of Maverick United Elevator LLC a business existing under the laws of the State of Florida, (the "Entity") held on July 6, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that, Miguel A Garcia, as Managing Member of the Entity, be and is hereby authorized to execute this Proposal dated July 6th, 2026, 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 6th day of July, 2026.

Secretary: _____ President: _____

Print Name: Rocio Ybargollin Print Name: Miguel Garcia

(Seal)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

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FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Maverick United Elevator LLC

2. Principal Business Address, Phone and Email Address:
   4200 SW 54th Ave Davie, FL 33314
   954-822-1070
   info@mavelevator.com

3. Principal Contact Person(s):
   Rocio Ybargollin
   786-569-8586
   rocio.y@mavelevator.com

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) 45-1536546
   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
Miguel A Garcia	Managing Member
David Alvarez	Managing Member
Omar Tinoco	Managing Member

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this ITB Agreement. 15

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

	Name	Address	Title
A.	N/A		
B.			
C.			
D.			

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

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C. _____

D. _____

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

County: Broward

Municipal: _____

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

11. 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 X **If yes, attach a separate sheet of explanation.**

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

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

14. 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 X **If yes, attach a separate sheet of explanation.**

15. 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 X **If yes, attach a separate sheet of explanation.**

16. 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 X **If yes, attach a separate sheet of explanation.**

17. 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 X **If yes, attach a separate sheet of explanation.**

18. 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 X **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 communicated with any local, state, or federal law enforcement agency,

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criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ____ No X **If yes, attach a separate sheet of explanation.**

20. 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 X **If yes, attach a separate sheet of explanation.**

21. 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** X **If yes, attach a separate sheet of explanation.**

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

23. How soon after the award can you begin work? Immediately Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
State of Florida Elevator Licence ELC614

25. **How did you hear about the ITB?** 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. Demand Star

Signature (Blue ink only)

Miguel Garcia
Print Name

Managing Member
Title

07/06/2026
Date

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2026
by Miguel A Garcia as Managing Member
(Name of person acknowledging) *(Title)*
for Maurice United Elevator LLC
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

SIGNATURE OF NOTARY PUBLIC

Rocio Ybargollin
PRINT, TYPE/STAMP NAME OF NOTARY

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FORM 5

CLIENT REFERENCES

PLEASE PRINT CLEARLY

REFERENCE #1

Name of Company: Cit y of Hollywood

Reference Contact Name: Lawrence Pedrosa

Contact Title: Contract Compliance Coordinator II

Contact Email: LPEDROSA@hollywoodfl.org

Contract Start Date: August, 2025 **Contract End Date:** Active

REFERENCE #2

Name of Company: City of Hialeah

Reference Contact Name: Jorge Martinez

Contact Title: Division Director of Construction & Maintenance

Contact Email: jomartinez@hialeahfl.gov

Contract Start Date: May, 2025 **Contract End Date:** Active

REFERENCE #3

Name of Company: Monroe County

Reference Contact Name: Chrissy Collins

Contact Title: Facilities Maintenance Manager

Contact Email: Collins-chrissy@monroecounty-fl.gov

Contract Start Date: Over 10 years **Contract End Date:** Active

REFERENCE #4

Name of Company: City of Hallandale

Reference Contact Name: Eustacio Freddy LaRosa

Contact Title: Facilities Superintendent

Contact Email: elarosa@hallandalebeachfl.gov

Contract Start Date: Over 5 years **Contract End Date:** Active

REFERENCE #5

Name of Company: Douglas Center

Reference Contact Name: Marcos Elguera

Contact Title: Property Manager

Contact Email: melguera@demetreeglobal.com

Contract Start Date: Over 10 years **Contract End Date:** Active

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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: Maverick United Elevator LLC

For (Name of Proposing or Bidding Entity): Village of Key Biscayne ITB# 2026-10

Whose business address is: 4200 SW 54th Ave Davie, FL 33314

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-1536546

(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.

MG

Proposer Initials

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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,

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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

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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

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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.

MG

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.

CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **ELEVATOR MAINTENANCE AND REPAIR SERVICES** and any addendum/addenda related thereto.

2. 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.
3. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

MG

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.

MG

Respondent Initials

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

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In the presence of:

Witness #1 Print Name: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

Signed, sealed and delivered by:

Print Name: Miguel Garcia

Title: Managing Member

ACKNOWLEDGMENT

State of Florida

County of Broward

On this 6th day of July, 2026, before me the undersigned, personally appeared Miguel Garcia, 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:

Rocio Ybargollin

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

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

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FORM 6B

INDEPENDENCE AFFIFAVIT

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

I am Miguel A Garcia, Managing Member of Maverick United Elevator LLC, 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"):

None

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Signature (Blue ink only)

Miguel A Garcia

Print Name

Managing Member

Title

July 6th, 2026

Date

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2026

by Miguel A Garcia as Managing Member

(Name of person acknowledging) *(Title)*

for Maurice United Elevator LLC

(Company name)

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

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Rocio Ybargollin

PRINT, TYPE/STAMP NAME OF NOTAR

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FORM 6C

NON-COLLUSION AFFIDAVIT

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

1. He/She is Miguel A Garcia, Managing Member of Maverick United Elevator LLC, 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 ITB 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.

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Signature (Blue ink only)

Miguel A Garcia
Print Name

Managing Member
Title

July 6th, 2026
Date

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2026

by Miguel A Garcia as Managing Member
(Name of person acknowledging) (Title)

for Maverick United Elevator LLC
(Company name)

Personally known to me ✓ or has produced Identification ____, type of identification produced ____.

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

SIGNATURE OF NOTARY PUBLIC

Rocio Ybargollin
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

FORM 7

DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Maverick United Elevator LLC 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 ITB 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 ITB 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.

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Signature (Blue ink only)

Miguel A Garcia

Print Name

Managing Member

Title

July 6th, 2026

Date

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2026

by Miguel A Garcia as Managing Member

(Name of person acknowledging) *(Title)*

for Maverick United Elevator LLC

(Company name)

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

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

SIGNATURE OF NOTARY PUBLIC

Rocio Ybargollin

PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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 ITB and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the ITB 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 Miguel A Garcia, Managing Member of Maverick United Elevator LLC, 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 Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2024

by Miguel A Garcia as Managing Member
(Name of person acknowledging) *(Title)*

for Maverick United Elevator LLC.
(Company name)

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

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Rocio Ybargollin
SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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)

Miguel A Garcia
Print Name

Managing Member
Title

July 6th, 2026
Date

STATE OF Florida)
COUNTY OF Broward)
The foregoing instrument was acknowledged before me this 6th day of July, 2026
by Miguel A Garcia as Managing Member
(Name of person acknowledging) *(Title)*
for Maverick United Elevator LLC
(Company name)
Personally known to me ✓ or has produced Identification _____, type of identification produced_____.

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

SIGNATURE OF NOTARY PUBLIC

Rocio Ybargollin
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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. ITB# 2026-10

2. This sworn statement is submitted by: Maverick United Elevator LLC
(name of entity submitting sworn statement)

whose business address is: 4200 SW 54th Ave

Davie, FL 33314

Federal Identification Number (FEIN) is: 45-1536546
(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: Miguel A Garcia
(print name of individual signing this document)

and my relationship to the entity is: Managing Member

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

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entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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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

July 6th, 2026
Date

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 6th day of July, 2026

by Miguel A Garcia as Managing Member
(Name of person acknowledging) *(Title)*

for Maverick United Elevator LLC
(Company name)

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

(NOTARY SEAL HERE)

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

SIGNATURE OF NOTARY PUBLIC

Rocio Ybargollin
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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 X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, 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: Maverick United Elevator LLC

Authorized Signature: _____

Print or Type Name: Miguel A Garcia

Title: Managing Member

Date: July 6th, 2026

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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
	N/A		

Firm: Maverick United Elevator LLC

Authorized Signature: _____

Print or Type Name: Miguel A Garcia

Title: Managing Member

Date: July 6th, 2026

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

FORM 15 N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

BIDDER'S REPRESENTATION

ELEVATOR MAINTENANCE AND REPAIR SERVICES

Proposal of Maverick United Elevator LLC

(Name)

4200 SW 54th Ave Davie, FL 33314

(Address)

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

ELEVATOR MAINTENANCE AND REPAIR 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.

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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. CC2412, CC6391, CC4083

Bidder's Occupational License No. ELC614

WITNESS:

_____

_____

By: _____
Signature of Authorized Agent

[SEAL]

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUREAU OF ELEVATOR SAFETY

THE ELEVATOR COMPANY HEREIN IS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 399, FLORIDA STATUTES

REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

MAVERICK UNITED ELEVATOR LLC

10639 NW 122 ST
MEDLEY FL 33178

LICENSE NUMBER: ELC614

EXPIRATION DATE: DECEMBER 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/12/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

194

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Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1013

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CC2412 ISSUED: 11/21/2025
Certificate of Competency
ALVAREZ, DAVID

CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

Signature

LICENSED UNDER CHAPTER 399, FLORIDA STATUTES
EXPIRATION DATE: DECEMBER 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

LICENSE NUMBER: CC2412 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED ELEVATOR TECHNICIAN HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 399, FLORIDA STATUTES

REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
ALVAREZ, DAVID
4200 SW 54TH AVE
DAVIE FL 33314

ISSUED: 11/21/2025

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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TALLAHASSEE FL 32399-1013

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CC4083 ISSUED: 01/12/2026
Certificate of Competency
TINOCO, OMAR A

CERTIFIED ELEVATOR TECHNICIAN
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

Signature

LICENSED UNDER CHAPTER 399, FLORIDA STATUTES
EXPIRATION DATE: DECEMBER 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

LICENSE NUMBER: CC4083 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFIED ELEVATOR TECHNICIAN HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 399, FLORIDA STATUTES

REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
TINOCO, OMAR A
4200 SW 54TH AVE
DAVIE FL 33314

ISSUED: 01/12/2026

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1013

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STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CC6391 ISSUED: 10/10/2025
Certificate of Competency
GARCIA, MIGUEL A

CERTIFICATE OF COMPETENCY HOLDER
REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE

Signature

LICENSED UNDER CHAPTER 399, FLORIDA STATUTES
EXPIRATION DATE: DECEMBER 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUREAU OF ELEVATOR SAFETY

LICENSE NUMBER: CC6391 **EXPIRATION DATE: DECEMBER 31, 2026**

THE CERTIFICATE OF COMPETENCY HOLDER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 399, FLORIDA STATUTES

REQUIRED TO CARRY OR BE COVERED
BY GENERAL LIABILITY INSURANCE
GARCIA, MIGUEL A
2828 HIDDEN HARBOUR CT
FORT LAUDERDALE FL 33312

ISSUED: 10/10/2025

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Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

Business Tax Receipts Division
8800 SW 36th Street
Davie FL 33328
Telephone: 954-797-1212
Email: btr@davie-fl.gov
Website: www.davie-fl.gov

185 **********SNGLP 1

MAVERICK UNITED ELEVATOR LLC
MAVERICK UNITED ELEVATOR LLC
4200 SW 54TH AVE
DAVIE FL 33314-3827

TOWN OF DAVIE

Business Tax Receipt

Effective Date: 10/1/2025
Expiration Date: 9/30/2026

License Number
859

Business Phone: **(888) 400-7352**
Square Footage:

DBA Name:
Business Name: **MAVERICK UNITED ELEVATOR LLC**
Address: **4200 SW 54 AVE**
City, ST, Zip: **DAVIE, FL 33314**

License Type: **Offices Desk Space No Stock**

CERTIFICATE OF USE
P&Z:Aprvd home occ per 12-34(N)/Comply with 12-33(G)

*The Business Tax Receipt is an acknowledgment that a Business Tax has been paid pursuant to Sec. 13-17 of the Town Code. Please contact the Towns Business Tax Receipt Division if the business has ceased, moved or changed ownership.

**The Certificate of Use is an acknowledgment that the business was determined to have met the requirements of Sec. 12-382 of the Town Code. If blank, Certificate of Use details are on file with Business Tax Receipts Division.

MAVEUNI-01 ROROLFS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rolfs Insurance Services, Inc. 10011 Pines Boulevard, Suite 201 Pembroke Pines, FL 33024	CONTACT NAME: PHONE (A/C, No, Ext): (954) 251-3312 FAX (A/C, No): (954) 241-6772 E-MAIL ADDRESS: info@rolfsinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Kinsale Insurance Company — 38920
INSURED Maverick United Elevator LLC 4200 SW 54th Ave Davie, FL 33314	INSURER B : Landmark American Insurance Co — 33138
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			0100213013-3	11/4/2025	11/4/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			LHA609831	11/4/2025	11/4/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE
EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Paychex Insurance Agency Inc		
PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	PHONE (A/C, No, Ext):	877-266-6850	FAX (A/C, No):	585-389-7426
	E-MAIL ADDRESS:	certs@paychex.com		

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company of the West	27847
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Maverick United Elevator LLC
4200 SW 54th Ave
Davie, FL 33314

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WMO505546306	05/11/2026	05/11/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of subrogation is granted in favor of the cert holder

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Mary P Stoltz

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/01/2026

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PRODUCER NSI Insurance Group LLC 5875 NW 163 Street Suite 207 Miami Lakes FL 33014	CONTACT NAME: Esperanza Garcia PHONE (A/C, No, Ext): (305) 556-1488 FAX (A/C, No): (305) 556-3680 E-MAIL ADDRESS: esperanzag@nsigroup.org
INSURED Maverick United Elevator 4200 SW 54th Avenue Fort Lauderdale FL 33314	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Infinity Assurance Insurance Co — 39497 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2662953247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			50010485201	07/02/2026	07/02/2027	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Named Insured PIP	$ included
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

VEHICLES:
2015 NISS 3N6CM0KN1FK697610
2018 NISSAN 1N6BD0CT3JN722390

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Oscar Sanz

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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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

Signed, sealed and delivered by:

Print Name: Miguel A Garcia

Title: Managing Member

Entity Name: Maverick United Elevator LLC

ACKNOWLEDGMENT

State of Florida

County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2026, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maverick United (name of party on behalf of whom instrument is executed).

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

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

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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 Maverick United Elevator LLC, a nongovernmental entity.

3. Maverick United Elevator LLC 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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

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

Print Name: Miguel A Garcia

Title: Managing Member

Entity Name: Maverick United Elevator LLC

OATH OR AFFIRMATION

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2026, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maverick United Elevator LLC (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

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

Docusign Envelope ID: 757C4F4C-5182-8B67-8103-D885D9E2EBF8

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. Maverick United Elevator LLC ("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: Rocio Ybargollin

Witness #2 Print Name: David Alvarez

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

Print Name: Miguel A Garcia

Title: Managing Member

Entity Name: Maverick United Elevator LLC

OATH OR AFFIRMATION

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2024, by Miguel A Garcia (name of person) as Managing Member (type of authority) for Maverick United Elevator LLC (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 oat

ROCIO YBARGOLLIN
Notary Public
State of Florida
Comm# HH438496
Expires 8/28/2027

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EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated July 6th, 2026, attached hereto and incorporated herein by reference.

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Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

EXHIBIT B

VILLAGE OF KEY BISCAYNE

ELEVATOR MAINTENANCE AND REPAIR SERVICES

PROPOSAL SCHEDULE

NAME OF PROPOSER: Mavericck United Elevator LLC

In response to the Village's invitation to bid and in compliance with the ITB requirements, the undersigned bidder to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to **ELEVATOR MAINTENANCE AND REPAIR SERVICES** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 07/06/2026 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **ELEVATOR MAINTENANCE AND REPAIR SERVICES** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

TABLE – ELEVATOR MAINTENANCE AND REPAIR SERVICES

All pricing shall include labor, supervision, equipment, tools, transportation, permits, mobilization, disposal, testing, programming, calibration, and all incidentals necessary to complete the work.

A. PREVENTATIVE MAINTENANCE PRICING

Description	Unit	Qty	Unit Price	Total Price
Monthly Preventative Maintenance – 3 Stop Hydraulic Elevator	Per Elevator / Month	4	$ 135.00	$ 540.00
Monthly Preventative Maintenance – 2 Stop Hydraulic Elevator	Per Elevator / Month	2	$ 135.00	$ 270.00
Annual Safety Inspection Coordination	Per Elevator	6	$ 120.00	$ 720.00
Annual Category Test Coordination & Assistance	Per Elevator	6	$ 320.00	$ 1920.00

B. LABOR RATES

Labor Classification	Regular Hours	Overtime	Holiday/Emergency
Elevator Mechanic	$ / Hr 160.00	$ / Hr 240.00	$ / Hr 240.00
Elevator Helper / Apprentice	$ / Hr 80.00	$ / Hr 120.00	$ / Hr 120.00
Supervisor / Project Manager	$ / Hr 240.00	$ / Hr 360.00	$ / Hr 360.00

C. EMERGENCY RESPONSE PRICING

Description	Unit Price
Emergency Callback During Regular Hours	$ Included
Emergency Callback After Hours	$ 360.00
Emergency Callback Weekend/Holiday	$ 360.00
Entrapment Response	$ Included
Minimum Emergency Service Charge	$ 360.00

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D. COMMON HYDRAULIC SCHINDLER ELEVATOR COMPONENT PRICING

Component Description	Unit Price
Hall Call Button / Hall Call Board	$2,527.00
Car Operating Panel (COP) Board	$6,570.00
Elevator Controller Board	$ Material Cost Mark-up 9% + Labor
Door Operator Board	$ Material Cost Mark-up 9% + Labor
Hydraulic Pump Motor	$6,470.00
Hydraulic Pump Assembly	$ Material Cost Mark-up 9% + Labor
Hydraulic Valve Assembly	$ Material Cost Mark-up 9% + Labor
Hydraulic Seal Kit	$ Material Cost Mark-up 9% + Labor
Hydraulic Jack Packing Replacement	$11,570.00
Door Operator Motor	$ Material Cost Mark-up 9% + Labor
Door Closer Assembly	$ Material Cost Mark-up 9% + Labor
Interlock Assembly	$ Material Cost Mark-up 9% + Labor
Door Restrictor	$ Material Cost Mark-up 9% + Labor
Door Roller Set	$ Material Cost Mark-up 9% + Labor
Door Track Replacement	$ Material Cost Mark-up 9% + Labor
Encoder / Selector	$ Material Cost Mark-up 9% + Labor
Leveling Sensor	$ Material Cost Mark-up 9% + Labor
Safety Edge / Light Curtain	$ Material Cost Mark-up 9% + Labor
Traveling Cable	$ Material Cost Mark-up 9% + Labor
Governor Assembly	$ Material Cost Mark-up 9% + Labor
Relay / Contactor	$ Material Cost Mark-up 9% + Labor
Emergency Battery Lowering System	$ Material Cost Mark-up 9% + Labor
Emergency Lighting Battery	$ Material Cost Mark-up 9% + Labor
Alarm Bell / Communication Device	$ Material Cost Mark-up 9% + Labor
Elevator Phone Replacement	$ Material Cost Mark-up 9% + Labor
Cab Fan Replacement	$ Material Cost Mark-up 9% + Labor
Cab Lighting Replacement	$ Material Cost Mark-up 9% + Labor
Oil Line Replacement	$ Material Cost Mark-up 9% + Labor
Hydraulic Fluid Replacement	$ Material Cost Mark-up 9% + Labor
Pit Switch Replacement	$ Material Cost Mark-up 9% + Labor
Mainline Disconnect Replacement	$ Material Cost Mark-up 9% + Labor
Fuse Replacement	$ Material Cost Mark-up 9% + Labor
Circuit Breaker Replacement	$ Material Cost Mark-up 9% + Labor
Hoistway Wiring Replacement	$ Material Cost Mark-up 9% + Labor
Machine Room Wiring Replacement	$ Material Cost Mark-up 9% + Labor
Door Sensor Replacement	$ Material Cost Mark-up 9% + Labor
Call Button Hard-Wiring Modification	$ Material Cost Mark-up 9% + Labor
Elevator Diagnostic Service Call	$ Material Cost Mark-up 9% + Labor

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www.keybiscayne.fl.gov

E. MODERNIZATION & UPGRADE PRICING

Description	Unit Price
Controller Modernization	$ Material Cost Mark-up 9% + Labor
Door Operator Modernization	$ Material Cost Mark-up 9% + Labor
COP Modernization	$ Material Cost Mark-up 9% + Labor
Hall Call System Upgrade	$ Material Cost Mark-up 9% + Labor
Hydraulic Power Unit Upgrade	$ Material Cost Mark-up 9% + Labor
ADA Compliance Upgrades	$ Material Cost Mark-up 9% + Labor
Emergency Communication Upgrade	$ Material Cost Mark-up 9% + Labor
LED Lighting Upgrade	$ Material Cost Mark-up 9% + Labor
Call Button Hard-Wiring Modification	$ Material Cost Mark-up 9% + Labor
Full Elevator Modernization Budget Pricing	$ Material Cost Mark-up 9% + Labor

Additional Pricing Requirements

- All pricing shall remain firm for the initial contract term unless otherwise approved by the Village.
- The Village reserves the right to request additional itemized pricing breakdowns for any repair proposal submitted during the contract term.
- The Contractor shall identify any additional charges not specifically listed above.
- No work outside the approved scope shall be performed without written authorization from the Village.
- The Contractor shall provide estimated lead times for all major replacement components and modernization items.
- The Village reserves the right to purchase parts directly if determined to be in the best interest of the Village.

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the ITB .

The undersigned Bidder agrees to do all the work and furnish all materials called for by the ITB Documents. The bidder further agrees that payments will be made based on actual quantities placed and accepted.

The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **ELEVATOR MAINTENANCE AND REPAIR SERVICES** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: Maverick United Elevator LLC

Bidder's Name: Miguel A Garcia

Bidder's Email: info@mavelevator.com

Bidder's Title: Managing Member

Bidder's Signature: _____

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Addendum No. 1

ITB for Elevator Maintenance and Repair Services
Addendum Release Date June 25, 2026

ITB # 2026-10

ITB Due Date/Time: July 07, 2026, 11:30 a.m. Eastern Standard Time

Submit To: DemandStar
https://www.demandstar.com

The purpose of this Addendum is to answer questions received from potential proposers or provide additional information as it relates to this solicitation.

IMPORTANT NOTE – the following is added to ITB # 2026-10. It is the Proposer's responsibility to use the revised information when preparing the response.

1. Q: See Revised Price Schedule
   A: See revised Exhibit B

2. Q: Please provide a copy of the Pre-Bid sign-sheet.
   A: See attached

End of Addendum # 1

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Pre-Bid Sign-In Sheet

ITB for Elevator Maintenance and Repair Services

RFQ # 2026-10

Meeting Date: June 18, 2026

Meeting Time: 10:00 a.m.

Meeting Location: Key Biscayne BZP Conference Room #250, 88 W McIntyre St, Key Biscayne, FL 33149

No.	Name/Company	Phone	Email
1.	Daren Jairam	305-365-7577	djairam@keybiscayne.fl.gov
	Village of Key Biscayne		
2.	Justin Fray	4077827566	justin.fray@modproselevator.com
	MODPROS		
3.	Maverick United Elev.	305-888-7599	rocio.y@mavelevator.com
	"	954-822-1070	INFO@MAVELEVATOR.COM
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			







RESOLUTION NO. 2026-33

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING MAVERICK UNITED ELEVATOR LLC FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED $41,400.00 ANNUALLY OVER A THREE-YEAR TERM PURSUANT TO INVITATION TO BID (ITB) NO. 2026-10; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 5, 2026, the Village of Key Biscayne (the "Village") issued Invitation to Bid No. 2026-10 (the "ITB") seeking bids from qualified firms for elevator maintenance and repair services (the "Services"); and

WHEREAS, three sealed bids were received by the ITB deadline; and

WHEREAS, after review and consideration of the bids submitted in response to the ITB, the Village Manager recommends that the Village Council select Maverick United Elevator LLC (the "Contractor") for the Services; and

WHEREAS, the Village Council desires to select the Contractor to perform the Services and authorize the Village Manager to negotiate and execute an agreement (the "Agreement"), in substantially the form attached hereto and incorporated herein as Exhibit "A," with the Contractor in an amount not to exceed $41,400.00 annually over a three-year period; 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. **Selection.** That the Village Council hereby selects the Contractor to perform the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement, in substantially the form attached hereto as Exhibit "A," with the Contractor in an amount not to exceed $41,400.00 annually over a three-year period, subject to the 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 25th__ day of August, 2026.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Heating, Ventilation and Air Conditioning Equipment Replacement at Village Facilities

RECOMMENDATION

Recommend Village Council authorize the Village Manager to issue a work order not to exceed $312,423 under the existing Professional Services Agreement with Con-Mech Inc., for the replacement of heating, ventilation, and air conditioning (HVAC) equipment at Village facilities, including Village Hall and the Community Center.

DISCUSSION

Purpose: To replace four HVACs, two at Village Hall and two at the Community Center as planned and approved in the FY27 budget using the Village's existing competitively bid HVAC agreement with Con-Mech.

Background: On August 19, 2025, the Village Council approved Resolution No. 2025-30 awarding Invitation to Bid No. 2025-05, HVAC Replacement, Repairs and Maintenance Services, to Con-Mech Inc. The resulting Professional Services Agreement took effect on October 27, 2025, for an initial term of one year, with four additional one-year renewal options. The Agreement covers HVAC system replacement and installation, preventive maintenance, and 24-hour emergency repair service for equipment at Village Hall, the Community Center, and the Fire Station. For the purpose of this request, the contract would be used only for capital projects, not regular maintenance costs.

The Agreement operates on an as-needed basis. For each project, the Village issues a Statement of Work, and Con-Mech provides a fixed lump-sum price calculated using the Rate Schedule established through the bid (Exhibit C of the Agreement). Work may begin only after the Village issues a Notice to Proceed, and the contractor must furnish a performance bond and a payment bond equal to 100% of each project's price, as required by Section 255.05, Florida Statutes. Section 3.1 of the Agreement requires that any Statement of Work exceeding the Village Manager's expenditure authority be approved by the Village Council, which is the reason for this request.

The Village's island location is especially hard on HVAC equipment. Constant exposure to salt air, high humidity, and year-round heat accelerates corrosion of condenser coils, cabinets, and electrical components on rooftop and outdoor units, shortening their service life.

Based on recent maintenance inspections and equipment condition, staff have identified the following four units for replacement in Fiscal Year 2027.

Facility	Unit	Equipment Type	Manufacturer	Capacity
Village Hall	CU-1	Condensing unit	Trane	25 tons
Village Hall	CU-2	Condensing unit	Trane	25 tons
Community Center	Unit 1	Rooftop unit	Trane	20 tons
Community Center	Unit 8	Rooftop unit	Trane	17.5 tons

Village Hall houses the Village's administrative offices and public meeting spaces, and the Community Center hosts recreation programs, camps, fitness activities, and community events throughout the year. Loss of cooling at either building would directly affect public services and programming.

Justification: Staff evaluated how best to address the Village's HVAC replacement needs for the coming year using four criteria: cost certainty, speed of delivery, minimal disruption to building operations, and flexibility to respond to changing equipment conditions.

The Agreement was awarded through a formal Invitation to Bid, and every project price must be built from the bid Rate Schedule. The Village therefore receives the benefit of competitive pricing without the time and expense of a new solicitation. Replacing units on a planned basis, rather than after they fail, avoids after-hours call-out fees, temporary rental equipment, expedited shipping, and unplanned building closures. It also allows crane lifts and traffic control to be scheduled at the least disruptive times; in its proposal, Con-Mech outlined a Village Hall replacement sequence that limits effective downtime to approximately one day. New units must also meet current energy-efficiency and refrigerant standards, reducing electricity use at Village facilities and supporting the Village's sustainability goals, and the contractor is required to remove and dispose of old equipment in an environmentally compliant manner.

Implementation Plan: The initial term of the Agreement expires on October 26, 2026, and the Village Manager must first exercise the first one-year renewal option, so the Agreement remains in effect for this work. Upon Council approval, Public Works will issue Statements of Work to Con-Mech, beginning with the highest-priority units. Staff will review each lump-sum price against the Rate Schedule before the Village Manager issues a Notice to Proceed. The contractor will then furnish the required bonds, obtain permits, order equipment, and schedule installation in coordination with staff to minimize disruption, using after-hours or weekend work where practical. Each installation will be followed by testing and commissioning, and Village staff will complete any building automation system programming. Staff anticipates completing replacement of the referenced units during Fiscal Year 2027.

RESOURCE IMPACT

Based on the Con-mech bid schedule, the Village conservatively estimates replacing the four units listed above would cost about $300,000. If funds remain after these four have been replaced, staff may use the remaining funding to continue to perform major repairs and/or

replacements to the HVACs in the Village facilities.

Recurring Funding: None. This is a one-time capital expenditure. Replaced units will remain under the preventive maintenance provisions of the existing Agreement at the contract rates, and new equipment will be covered by the manufacturer's warranty and the contractor's one-year warranty on labor and materials, reducing near-term repair costs.

Personnel: Projects will be managed by existing Public Works staff. No new positions are required.

Equipment: Replacement HVAC units and associated components, such as curb adapters, thermostats, and controls, as specified in each Statement of Work.

Facilities: Village Hall and the Community Center, as well as other Village facilities as needs arise.

Training: The contractor will train designated Village personnel on the operation and basic troubleshooting of newly installed systems, as required by the Agreement.

FUNDING SOURCES

- ***GL Code:*** 301-74-573-63030
- ***Budget Line-Item:*** Replace HVAC Village Wide
- ***Amount:*** Not to exceed $312,423
- ***Maintenance & Repair:*** Ongoing maintenance will be provided under the existing Agreement at the established contract rates. No additional maintenance cost is anticipated.

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This authorization supports the Village's commitment to maintaining safe, reliable, and efficient public facilities.

- **Goal** – Effective and Efficient Government Services
- **Focus Area** – Manage Village Assets
- **Action** – Administer Capital Improvements Program to manage Village assets

ATTACHMENT(S)

A. Resolution No. 2025-30 awarding Invitation to Bid No. 2025-05, HVAC Replacement, Repairs and Maintenance Services, to Con-Mech Inc

Prepared by: Christopher Miranda | Public Works Department

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

RESOLUTION NO. 2026- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO CON-MECH INC. FOR REPLACEMENT OF HVAC SYSTEMS AT VILLAGE HALL AND THE COMMUNITY CENTER IN AN AMOUNT NOT TO EXCEED $312,423; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 19, 2025, the Village Council of the Village of Key Biscayne (the "Village") adopted Resolution No. 2025-30, selecting Con-Mech Inc. (the "Contractor") for HVAC replacement, repair, and maintenance services (the "Services") pursuant to Invitation to Bid No. 2025-05 and authorizing the Village Manager to enter into Contract No. 2025-03 (the "Agreement") with the Contractor for the Services; and

WHEREAS, the Village desires to utilize the Services offered by the Contractor to replace two existing HVAC units at each of the following locations: Village Hall and the Village Community Center (the "Capital Project"); and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order to the Contractor for the Capital Project in an amount not to exceed $312,423 pursuant to the terms and conditions of the Agreement; 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. **Authorization.** That the Village Council hereby authorizes the Village Manager to issue a work order to the Contractor to provide the Services for the Capital Project in an amount not to exceed $312,423 pursuant to the terms and conditions of the Agreement.

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
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

RESOLUTION NO. 2025-30

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING CON-MECH INC. FOR HVAC REPLACEMENT, REPAIR, AND MAINTENANCE SERVICES PURSUANT TO INVITATION TO BID (ITB) NO. 2025-05; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 25, 2025, the Village of Key Biscayne (the "Village") issued Invitation to Bid No. 2025-05 (the "ITB") seeking bids from qualified firms for HVAC replacement, repair, and maintenance services on an as-needed basis (the "Services"); and

WHEREAS, eight sealed bids were received by the ITB deadline; and

WHEREAS, after review and consideration of the bids submitted in response to the ITB, the Village Manager recommends that the Village Council select Con-Mech Inc. (the "Contractor") to provide the Services; and

WHEREAS, the Village Council desires to select the Contractor to perform the Services, and authorize the Village Manager to negotiate and execute an agreement (the "Agreement") with the Contractor for the Services 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. Selection. That the Village Council hereby selects the Contractor for the provision of the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute the Agreement with the Contractor for the Services, 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 4. **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 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 19th day of August, 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

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE VILLAGE OF KEY BISCAYNE

AND

CON-MECH INC.

THIS AGREEMENT (this "Agreement") is made effective as of the 10/27/2025 day of _____, 2025 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **CON-MECH INC.**, a Florida profit corporation (hereinafter, the "Contractor").

WHEREAS, the Village desires to retain a contract that is capable of providing HVAC replacement, repair, and maintenance services on an as-needed basis (the "Services"), all as set forth in greater detail in the Scope of Services, including Appendix A and B to the scope, attached hereto as Exhibit "A"; and

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

WHEREAS, compensation for the Services provided by the Contractor on an as-needed basis for the Village shall be in accordance with the Rate Schedule attached hereto as Exhibit "C"; and

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

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

1. **Scope of Services.**

1.1. Services. Contractor shall provide the Services in accordance with the Scope of Services and the Contractor's Proposal attached hereto as Exhibits "A" and "B," respectively, for various projects required by the Village (each a "Project"), as requested by the Village and detailed in a "Statement of Work" which the Village will provide to the Contractor when engaging the Contractor to work on a specific Project.

Initial PWDCM

1.2. Statement of Work. Prior to commencement of work on a specific Project, the Contractor will provide the Village with a fixed lump sum cost for the Services set forth in the Statement of Work calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C." If the Village approves the fixed lump sum cost for the Project, the Village will provide the Contractor with a Notice to Proceed to perform the Services set forth in the Statement of Work. Contractor acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

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1.3. Bonds. Prior to performing any Services for each Project, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Services maintain a separate performance bond and labor and material payment bond for the Services, each in an amount equal to one hundred percent (100%) of the work order proposal approved for the Project and each in the form provided herein as Exhibit "D" or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the work order proposal for each Project. If notice of any change affecting the scope of the Services for each Project is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

The Village may waive the bond requirements provided herein for individual Projects if the cost of the Project is exempt from payment and performance bond requirements pursuant to Section 255.20, Florida Statutes.

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

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through one year thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the 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 Contractor.

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

3. Compensation and Payment.

3.1. Compensation for the Services provided by the Contractor shall be in accordance with the approved fixed lump sum set forth in the Statement of Work and/or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C." Any Statement of Work and/or Notice to Proceed for a Project that exceeds the Village Manager's expenditure authority shall be approved by the Village Council.

Initial BN

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3.2. Contractor shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Contractor 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 Contractor;

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

4.2. Contractor 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 Contractor to assist Contractor in performing the Services.

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

6. Contractor's Responsibilities; Representations and Warranties.

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

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

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

8.2. Upon receipt of the Village's written notice of termination, Contractor 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 Contractor shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the 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.

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9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to 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 Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

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

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 Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies)

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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 Contractor in performance of this Agreement. The Contractor'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 Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes

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of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the 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 Contractor's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the 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. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the Village. Contractor 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).

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16.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The 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 Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village's custodian of public records, Contractor 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 Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor 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 Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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Telephone number: **305-365-5506**
Email: **jkoch@keybiscayne.fl.gov**

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, 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 Contractor 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 Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

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

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 Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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 Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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 A – Scope of Services;
    26.5. Fifth Priority: Exhibit B – Contractor's Proposal; and
    26.6. Sixth Priority: Statement of Work, with later date taking precedence.

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

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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

Signed by:
By: Steven C Williamson
CF5C695978AA42B...
Steven C. Williamson
Village Manager

Attest:
DocuSigned by:
By: Jocelyn Koch
86876E7FDD91447...
Jocelyn B. Koch, CMC
Village Clerk

Signed by:

Approved as to form and legal sufficiency:
DocuSigned by:
By: Chad Friedman
FB4F15E0EE184CF...
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)

Initial
BN

Initial
PWDCM

CON-MECH INC.

By: [signature]
Name: YUDEL CUBILLAS
Title: PRESIDENT
Entity: CON-MECH, INC

Addresses for Notice:
CON-MECH, INC
9802 NW 80TH AVE. UNIT 38
HIALEAH GARDENS, FL 33016
305-414-6324 (telephone)
305-848-6324 (facsimile)
INFO@CON-MECH.COM (email)

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

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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: ALEX BORREGO

Witness #2 Print Name: TERESA CARREIRA

Signed, sealed and delivered by:

Print Name: YUDEL CUBILLAS

Title: PRESIDENT

Entity Name: CON-MECH, INC

ACKNOWLEDGMENT

State of Florida
County of MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of OCTOBER, 20 25, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH, INC (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

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

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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 CON-MECH, INC, a nongovernmental entity.

3. CON-MECH, INC 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: ALEX BORREGO

Witness #2 Print Name: TERESA CARREIRA

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

Print Name: YUDEL CUBILLAS
Title: PRESIDENT
Entity Name: CON-MECH, INC

OATH OR AFFIRMATION

State of Florida
County of MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 21 day of OCTOBER, 2025, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH, INC (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

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

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. CON-MECH, INC ("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: ALEX BORREGO

Witness #2 Print Name: TERESA CARREIRA

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

Print Name: YUDEL CUBILLAS
Title: PRESIDENT
Entity Name: CON-MECH, INC

OATH OR AFFIRMATION

State of Florida
County of MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 21 day of OCTOBER, 2025, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH, INC. (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

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

EXHIBIT A
SCOPE OF SERVICES

2.1 INTRODUCTION:

The Village of Key Biscayne is seeking qualified contractors to provide comprehensive HVAC services, including system replacement, installation, preventive maintenance, emergency repairs, and ongoing maintenance for municipal facilities. The selected contractor will play a critical role in ensuring the continuous and efficient operation of HVAC systems, prioritizing occupant comfort, energy efficiency, and full compliance with regulatory standards. This contract aims to support the Village's commitment to maintaining high-performance building systems that enhance sustainability and operational reliability.

The Village of Key Biscayne reserves the right to award one or more contracts at its sole discretion, which may include separating construction services from maintenance services. This decision will be made in the best interest of the Village to ensure efficiency, cost-effectiveness, and the highest quality of service.

2.2 SCOPE OF WORK:

See Appendix "A" for-replacement units.

2.2.1 HVAC System Replacement & Installation

The Village hereby retains the Contractor to perform the following HVAC replacement services, and the Contractor hereby agrees that, in exchange for the payments set forth below, the Contractor will provide the replacement services (the "Work") during the term of this Agreement to the Equipment. The Contractor will be responsible for the removal and disposal of existing HVAC units and the supply and installation of new energy-efficient units for all designated locations, including but not limited to the Fire Department, Village Hall, and Community Center, as of the date of this contract. If additional equipment is added or deleted, the price will be adjusted accordingly.

All replacement units will be installed in compliance with local, state, and federal regulations, including obtaining necessary permits and ensuring successful inspections. New installations will include properly sizing and securing units, integrating with existing ductwork and controls, and ensuring compatibility with building automation systems where applicable.

The Contractor will perform all necessary work to ensure the safe and efficient operation of the new HVAC systems, including but not limited to:

- Removal and environmentally compliant disposal of old HVAC units
- Installation of new units, including electrical and refrigerant connections
- Testing and commissioning of the new systems to verify proper functionality
- Insulation and sealing of ductwork as needed to maintain system efficiency

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- Ensuring units meet all required energy efficiency standards

- Training designated personnel on the proper operation and basic troubleshooting of installed systems

Warranty coverage will be provided for all new equipment installed under this agreement. The Contractor shall coordinate with the manufacturer to ensure warranty compliance and assist in processing any claims that arise within the warranty period. Any necessary adjustments, minor repairs, or additional support needed to ensure proper operation will be covered within the first 90 days of installation.

All control system integrations, programming, and calibration will remain the responsibility of the Village. The Contractor will not be responsible for any adjustments or modifications to the building's EMS system. Any structural modifications or electrical service upgrades required for proper HVAC installation shall be discussed with and approved by the Village before proceeding.

- Removal and proper disposal of existing HVAC units following all environmental and safety regulations.

- Supply and installation of new energy-efficient HVAC systems, including but not limited to air handlers, condensers, heat exchangers, chillers, boilers, ductwork, thermostats, sensors, and controls.

- Ensure all installations comply with local, state, and federal regulations, including required permits and inspections.

- Testing, commissioning, and balancing of installed systems to ensure optimal performance.

- Provide warranty coverage, troubleshooting, and post-installation support.

- Install and integrate smart and programmable thermostats for energy efficiency.

- Ensure seamless integration with existing building automation systems.

2.2.2 Preventive Maintenance

See Appendix B for maintenance units.

The Village hereby retains the Contractor to perform the following maintenance services, and the Contractor hereby agrees that, in exchange for the payments set forth below, Contractor will provide the maintenance services (the "Work"), during the term of this Agreement, to the Equipment. Contractor will perform maintenance inspections monthly for all units outlined in Appendix "B" at the Fire Department, Village Hall, and Community Center as of the date of this contract. If additional equipment is added or deleted, the price will be adjusted accordingly.

At the end of each month, the Contractor shall submit a detailed report outlining the maintenance activities performed on each unit, including a summary of work completed, identified issues, and

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any corrective actions taken. The report must also include before and after pictures of all serviced equipment to ensure transparency and proper documentation of the work performed.

Filters and belts are included as part of the contract at no extra cost, as well as their replacement along with the cleaning of the drain pans as needed and flushing of the drain lines. Filters provided will be MERV 8 pleated type filters, replaced as needed for each piece of equipment. Condenser coil cleanings for all rooftop or outdoor equipment (a water spigot must be present on the roof) will be performed on a semi-annual basis depending on the condition of the coils. If it is deemed that the coils should not be cleaned due to their condition, we will advise and provide a price to replace the coil. Evaporator coil cleanings are not included in this service agreement.

Trane should be retained by the customer exclusively to provide service and maintenance on the entire EMS system as needed. The Contractor will not be responsible for any controls work or maintenance as part of this agreement.

Comprehensive HVAC Maintenance Scope of Work

1. Inspect and clean drain pans and drain lines to prevent clogs and overflow issues.
2. Inspect and clean blower wheels to maintain airflow efficiency.
3. Inspect and service blower motors to ensure proper function.
4. Inspect and tighten all electrical connections and components.
5. Inspect and test safety controls for proper operation.
6. Check system amperage to ensure compliance with manufacturer's specifications.
7. Inspect and measure temperature differentials across coils for efficiency.
8. Inspect and secure cabinet integrity to prevent air leaks.
9. Test and inspect heating elements and ignition systems.
10. Inspect, test, and calibrate thermostats and humidity controls.
11. Perform a comprehensive leak check for refrigerant lines and components.
12. Lubricate all moving parts, including bearings and motors, as needed.
13. Inspect and adjust fan belts and pulleys, replacing if necessary.
14. Replace air filters with MERV 8 pleated type filters as required.
15. Check refrigerant charge and adjust as necessary per manufacturer guidelines.
16. Inspect and maintain oil levels in applicable systems.

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17. Test and inspect compressor function and operation.

18. Inspect and secure hurricane attachments for outdoor units.

19. Inspect and clean energy recovery wheels per manufacturer's recommendations.

20. Inspect and clean outdoor air intake hoods and mesh filters.

21. Inspect, clean, and maintain condenser coils on a semi-annual basis.

22. Inspect evaporator coils and recommend cleaning or replacement as necessary.

23. Generate and submit a detailed service report identifying any follow-up work needed.

2.2.3 Repair Services

The Contractor shall provide comprehensive HVAC repair services, including but not limited to the following:

- Emergency Repair Services: Provide 24/7 emergency repair services for critical HVAC failures. Response time for emergency calls shall not exceed four (4) hours.

- Troubleshooting & Diagnostics: Identify and diagnose HVAC system failures, including refrigerant leaks, compressor malfunctions, electrical failures, and airflow obstructions.

- Component Replacement & Repair: Repair or replace faulty components such as compressors, motors, capacitors, fans, valves, heat exchangers, coils, and expansion tanks.

- Leak Detection & Refrigerant Management: Conduct leak detection tests, repair refrigerant lines, and ensure compliance with EPA regulations for refrigerant handling and disposal.

- Ductwork & Airflow Repairs: Repair or replace ductwork, insulation, diffusers, dampers, and grilles to maintain proper airflow and indoor air quality.

- Control Systems & Automation: Diagnose, repair, or replace control systems, actuators, sensors, thermostats, and HVAC automation components.

- System Rebalancing: Ensure proper airflow balance and system calibration for optimal performance.

- Safety Compliance: Ensure all repairs comply with OSHA safety regulations and industry standards.

- Follow-Up Inspections: Provide post-repair inspections and ensure systems are operating efficiently before finalizing repairs.

2.2.4 System Optimization & Energy Efficiency

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The Contractor shall take proactive measures to improve the energy efficiency and longevity of HVAC systems, including:

- Energy Audits & Efficiency Analysis: Conduct energy audits to identify inefficiencies, provide cost-saving recommendations, and optimize HVAC performance.

- Equipment Upgrades: Recommend and install high-efficiency equipment, including energy-efficient compressors, variable speed motors, and advanced filtration systems.

- Demand-Controlled Ventilation: Implement demand-based ventilation strategies to optimize indoor air quality and energy usage.

- Building Automation Integration: Ensure proper integration with the building's automation system to maximize efficiency and performance monitoring.

- Smart Thermostat & Control Upgrades: Install and configure smart thermostats and programmable controls for optimized energy use.

- Indoor Air Quality (IAQ) Enhancements: Implement IAQ solutions, including high-efficiency air filters, UV purification systems, and humidity control enhancements.

2.2.5 Reporting & Documentation

The Contractor shall provide thorough documentation and reporting, including:

- Maintenance & Repair Logs: Maintain detailed records of all maintenance, repairs, and replacements performed on HVAC equipment.

- Service Reports: Provide detailed service reports, including before and after images of repairs and maintenance tasks.

- Regulatory Compliance Documentation: Maintain and submit reports related to refrigerant usage, disposal, and environmental compliance per EPA regulations.

- Work Order Tracking: Log all completed and pending work orders, ensuring transparency and accountability.

- Performance Recommendations: Submit recommendations for system improvements, component replacements, and lifecycle planning.

2.3 PERFORMANCE REQUIREMENTS

To ensure optimal operation and longevity of HVAC systems, the Contractor shall adhere to the following performance standards:

- System Uptime & Efficiency: Maintain all HVAC systems at peak operational efficiency with minimal downtime.

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- Emergency Response Time: Respond to emergency repair calls within four (4) hours of notification.

- Compliance & Safety Standards: Ensure all services comply with local, state, and federal regulations, including OSHA, EPA, and industry best practices.

- Qualified Personnel: Provide certified HVAC technicians trained in system maintenance, repair, and installation.

- Inventory Management: Maintain an inventory of commonly used replacement parts to facilitate timely repairs and minimize downtime.

- Manufacturer Guidelines & Warranty Protection: Ensure all work performed complies with manufacturer specifications and does not void warranty conditions.

- Conduct energy audits to identify inefficiencies and recommend cost-saving measures.

- Upgrade outdated HVAC equipment to improve energy efficiency and sustainability.

- Implement demand-controlled ventilation and advanced airflow management strategies.

- Integrate high-efficiency filtration systems to improve indoor air quality.

- Recommend and implement upgrades to meet LEED and Energy Star standards where applicable.

2.4 CONTRACT TERMS

- **Contract Duration:** The initial contract term shall be one year, with an option for renewal based on the contractor's performance and the Village's needs. Any contract extension shall be mutually agreed upon in writing.

- **Scope of Work Compliance:** The Contractor must adhere to the detailed scope of work outlined in this agreement, ensuring all HVAC maintenance, repair, and installation tasks are completed per industry standards and manufacturer specifications.

- **Payment Terms:** Payments will be processed on a Net 30 basis upon invoice approval. All invoices must include detailed descriptions of the services performed, itemized costs, and supporting documentation.

- **Warranty Requirements:** The Contractor shall provide a warranty for all work performed, including labor and materials, for a minimum period of one year. Warranty claims shall be addressed promptly, and the Contractor shall correct any deficiencies at no additional cost to the Village.

- **Regulatory Compliance:** The Contractor shall comply with all applicable local, state, and federal regulations, including but not limited to OSHA safety standards, EPA refrigerant handling protocols, and industry best practices.

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- **Insurance Requirements:** The Contractor must maintain and provide proof of general liability insurance, workers' compensation insurance, and vehicle insurance in accordance with Village requirements. The Village shall be listed as an additional insured.

- **Emergency Services:** The Contractor shall maintain availability for emergency repairs 24/7 and respond to emergency calls within a four-hour window.

- **Performance Reviews:** The Village reserves the right to conduct periodic performance evaluations. Failure to meet contractual obligations may result in contract termination.

- **Work Hours:** Routine maintenance and non-emergency repairs shall be conducted during normal business hours unless prior approval is obtained for after-hours work.

2.5 SUBMISSION REQUIREMENTS

[INTENTIONALLY OMITTED]

2.6 EVALUATION CRITERIA

[INTENTIONALLY OMITTED]

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Appendix A to Exhibit "A"

Replacement HVAC Units

Location	Unit No.	Manufacturer	Serial No.	Model No.	Mfg. Date	Tonnage
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25
Community Center	3	Trane	143111108D	THH150F4RGB0400010001000000000000000000	Aug-14	12.5
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10
Community Center	6	Trane	134610146D	THD150F4RGA030001000100000000000000000	Nov-13	12.5

The Village of Key Biscayne retains full discretion over the selection and timing of HVAC unit replacements. Not all units listed in the pricing schedule will be replaced simultaneously or within the same fiscal period. The Village reserves the exclusive right to determine which units require replacement based on operational needs, budgetary constraints, and the overall condition of existing equipment. The inclusion of a unit in this schedule does not constitute a guarantee of replacement. Additionally, the Village may defer, modify, or cancel the replacement of any unit at its sole discretion without any obligation to the Contractor. The Contractor shall not proceed with any unit replacement without explicit written authorization from the Village. Pricing provided in this schedule shall remain valid for the duration of the agreement or as otherwise negotiated. Any deviations from the agreed-upon scope or costs must be pre- approved in writing by the Village.

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Appendix B to Exhibit "A"

Location	Unit No.	Manufacturer	Serial No.	Model No.	Mfg. Date	Tonnage
Village Hall	CU-1	Trane	C23K06281	RAUJC254BF03A0D00002	Oct-23	25
Village Hall	CU-2	Trane	C21B01152	RAUJC254BD0300D00002	Feb-21	25
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25
Village Hall	CU-5	Air-O-Matic	AOMC12NPDJA22	AOMEC12HPDJA22	Feb-20	1
Village Hall	Mini-1	Mitsubishi	3000653T	MUY-GS24NA-U1	Jul-24	2
Village Hall	Mini-2	Mitsubishi	3000705T	MUY-GS24NA-U1	Jul-24	2
Village Hall	Mini-3	Mitsubishi	2001038T	MSY-GS36NA2-U1	Jun-24	3
Village Hall	Storage	American Std.	N/A	N/A	Sep-24	3
Community Center	1	Trane	162510421D	THD240G4RKA04D00400000000A 00000000000000	Jun-16	20
Community Center	2	Trane	235110434L	THJ150A4S0G03B0000001000001 00000000000C0	Dec-23	12.5
Community Center	3	Trane	143111108D	THH150F4RGB04000100010000000 000000000000	Aug-14	12.5
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10
Community Center	5	Trane	241210785L	THJ120A4SOG05B	Mar-24	10
Community Center	6	Trane	134610146D	THD150F4RGA03000100010000000 000000000000	Nov-13	12.5
Community Center	7	Trane	16222KYY9H	4TCC4024A1000AA	May-16	2
Community Center	8	Trane	220310203D	THD210G4RKD17D0C500000000000 000000000000	Jan-22	17.5
Community Center	9	Trane	162510421D	THD240G	Jun-16	20
Community Center	Stairwell 1	Mitsubishi	3000518T	MUZ-WR24NA	Jan-23	2
Community Center	Stairwell 2	Mitsubishi	24P06447	MXZ-2C20NA3	Jan-22	1.5

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Community Center	Concession	Mitsubishi	N/A	N/A	2023	2.5
Fire Station	Elevator	Mitsubishi	N/A	N/A	2023	1
Fire Station	1	Trane	18221490YA	TTA12043AAA00AE000000	May-18	10
Fire Station	2	Trane	21293592YA	TTA12043CAB01AE000000	Jul-21	10
Fire Station	3	Trane XR	16424K4E1F	4TTR6049J1000AA	Oct-16	4
Fire Station	4	Trane XR	19121U8S2F	4TTR6049J1000AA	Mar-19	4
Fire Station	5	American Std.	216485GAD	TTA09043AAA02BS01	Sep-23	7.5
Fire Station	6	Trane XR	17351JD45F	4TTR6036J1000AA	Aug-17	3
Fire Station	7	American Std.	15354NJM3F	4A7A4036L1000AA	Aug-15	3
Fire Station	8	Trane	22441074TA	TTA18043CAB01AE	Nov-22	15
Fire Station	9	Trane	21232344YA	TTA09043AAB01AE000000	Jun-21	7.5

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EXHIBIT B
CONTRACTOR'S PROPOSAL

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SECTION 5. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1
RESPONSE CHECKLIST

- [x] Form 1: Response Checklist
- [x] Form 2: Addendum Acknowledgment
- [x] 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)
- [x] Form 4: Proposer's Statement of Organization
- [x] Form 5: References
- [x] Form 6: Affidavits
  - (•) Form 6A: Single Execution Affidavits
  - (•) Form 6B: Independence Affidavit
  - (•) Form 6C: Non-Collusion Affidavit
- [x] Form 7: Drug Free Workplace
- [x] Form 8: Certification to Accuracy of Proposal
- [x] Form 9: Scrutinized Companies
- [x] Form 10: Public Entity Crimes
- [x] Form 11: Dispute Disclosure
- [x] Form 12: List of Proposed Subcontractors
- [ ] Form 13: Form of Performance Bond N/A TO BE PROVIDED AT AWARD
- [ ] Form 14: Form of Payment Bond N/A TO BE PROVIDED AT AWARD
- [x] Form 16: Insurance and License Certificates

ATTACHMENTS

- [ ] A: Draft Contract N/A

EXHIBITS

- [x] A: Scope of Services
- [x] B: Fee Schedule/Price Proposal
- [x] C: Certificate of Insurance

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FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES
Solicitation No.:
ITB # 2025-05

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

Addendum No. 1, Dated 04/25/2025
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: **Con-Mech, Inc**

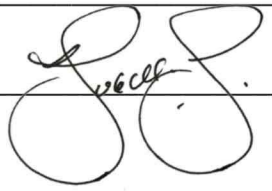
Authorized Representative's Name: **Yudel Cubillas**

Title: **President**

Email: **info@con-mech.com**

Phone Number: **305-831-6324**

Address: **9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016**

Authorized Signature: 

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FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of **Con-Mech, Inc** _____ a business existing under the laws of the State of **Florida**, (the "Entity") held on **May 15th**, 20**25**, the following resolution was duly passed and adopted:

"RESOLVED, that, **Yudel Cubillas**, as **President** of the Entity, be and is hereby authorized to execute this Proposal dated **May 15th**, 20**25**, 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 **15th** day of **May**, 20**25**.

Secretary: _____

Print Name: **Yohania Chamizo**

President: _____

Print Name: **Yudel Cubillas**

(Seal)

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FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   Con-Mech, Inc

2. Principal Business Address, Phone and Email Address:
   9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016

3. Principal Contact Person(s):
   Yudel Cubillas

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
   Corporation
   A. If a corporation, in what state incorporated: **Florida**
   B. Date Incorporated: **01/11/2017**
   C. Federal ID Number (EIN) **81-4945498**
   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
Yudel Cubillas	**President**
Yohania Chamizo	**Secretary**

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this ITB Agreement. **8+**

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

	Name	Address	Title
A.	**Con-Mech, Inc**	**9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016**	**Prime Contractor**
B.	**Harrison Crane**	**2440 NW 37th St. Miami, Fl 33142**	**Crane Contractor**
C.			
D.			

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. **Primary Contractor**
   B. **Required lifting/ridging for the new AC installation part of the agreement.**

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C. _____

D. _____

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

County: 7507390

Municipal: BL19996

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

11. 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 X ____ **If yes, attach a separate sheet of explanation.**

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

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

14. 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 X ____ **If yes, attach a separate sheet of explanation.**

15. 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 X ____ **If yes, attach a separate sheet of explanation.**

16. 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 X ____ **If yes, attach a separate sheet of explanation.**

17. 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 X ____ **If yes, attach a separate sheet of explanation.**

18. 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 X ____ **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 communicated with any local, state, or federal law enforcement agency,

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criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
Yes ____ No X **If yes, attach a separate sheet of explanation.**

20. 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 X **If yes, attach a separate sheet of explanation.**

21. 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** X **If yes, attach a separate sheet of explanation.**

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

23. How soon after the award can you begin work? 7 Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
FL State Certified Mechanical Contractor. EPA Universal Llc. OSHA 30 Hrs Construction Safety and Health

25. **How did you hear about the ITB?** 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. DemandStar

Signature (Blue ink only)

Yudel Cubillas
Print Name

President
Title

05/15/2025
Date

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025
by YUDEL CUBILLAS as PRESIDENT
(Name of person acknowledging) *(Title)*
for CON-MECH, INC.
(Company name)
Personally known to me X or has produced Identification ____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC
YOHANIA CHAMIZO
PRINT, TYPE/STAMP NAME OF NOTARY

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

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FORM 5

CLIENT REFERENCES

PLEASE PRINT CLEARLY

REFERENCE #1

Name of Company: City of Hollywood Regional Waste Water Treatment Plant

Reference Contact Name: Homero Rodriguez

Contact Title: Maintenance Superintendent

Contact Telephone: 954-980-0042 / 954-921-3288

Contact Email: hrodriguez@hollywoodfl.org

Contract Start Date: 11/26/2024 **Contract End Date:** 12/03/2024

REFERENCE #2

Name of Company: Oratso Corporation

Reference Contact Name: Osniel Tamayo / Alexandra Fruscini

Contact Title: President

Contact Telephone: 786-728-0914

Contact Email: info@oratsocorp.com / alexandra.fruscini@gmail.com

Contract Start Date: 08/19/2024 **Contract End Date:** 11/11/2024

REFERENCE #3

Name of Company: Brickell Vizcaya Development, Inc

Reference Contact Name: Jorge Reyes

Contact Title: President

Contact Telephone: 786-683-2619

Contact Email: jreyes@brickellvizcaya.com

Contract Start Date: 01/07/2025 **Contract End Date:** 02/17/2025

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REFERENCE #4

Name of Company: JCR Mechanical Contractor

Reference Contact Name: Julio Ronquillo

Contact Title: President

Contact Telephone: 786-970-9855

Contact Email: office@jcrmechanicalcontractor.com

Contract Start Date: 02/19/2025 **Contract End Date:** On going

REFERENCE #5

Name of Company: Ocean 3 Condominium

Reference Contact Name: Ron Koening

Contact Title: Project Manager

Contact Telephone: 954-270-3910

Contact Email: allphasemaintenance@yahoo.com

Contract Start Date: 01/13/2025 **Contract End Date:** 02/11/2025

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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: Yudel Cubillas

For (Name of Proposing or Bidding Entity): Con-Mech, Inc

Whose business address is: 9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016

And (if applicable) its Federal Employer Identification Number (FEIN) is: 81-4945498

(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.

YC

Proposer Initials

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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.)

[**X**] 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,

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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.

YC

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.

YC

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

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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.

YC

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.

YC

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

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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.

YC

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.

CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** and any addendum/addenda related thereto.

2. 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.
3. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

YC

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.

YC

Respondent Initials

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

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

In the presence of:

Alex. B

Witness #1 Print Name: Alex Borrego

Carreira

Witness #2 Print Name: Maria Carreira

Signed, sealed and delivered by:

Print Name: Yudel Cubillas

Title: President

ACKNOWLEDGMENT

State of Florida

County of DADE

On this 15 day of MAY, 2025, before me the undersigned, personally appeared Yudel Cubillas, 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:

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

X Did not take an oath

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

FORM 6B

INDEPENDENCE AFFIFAVIT

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

I am Yudel Cubillas of Con-Mech, Inc, 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"):

None

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

Signature (Blue ink only)

Yudel Cubillas

Print Name

President

Title

05/15/2025

Date

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025

by YUDEL CUBILLAS as PRESIDENT

(Name of person acknowledging) *(Title)*

for CON-MECH, INC.

(Company name)

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

(NOTARY SEAL HERE)

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

SIGNATURE OF NOTARY PUBLIC

YOHANIA CHAMIZO

PRINT, TYPE/STAMP NAME OF NOTAR

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

FORM 6C

NON-COLLUSION AFFIDAVIT

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

1. He/She is **Yudel Cubillas** of **Con-Mech, Inc**, 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 ITB 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.

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

Signature (Blue ink only)

Yudel Cubillas

Print Name

President

Title

05/15/2025

Date

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025

by YUDEL CUBILLAS as PRESIDENT

(Name of person acknowledging) *(Title)*

for CON-MECH, INC.

(Company name)

Personally known to me X or has produced Identification ____, type of identification produced ____.

(NOTARY SEAL HERE)

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

SIGNATURE OF NOTARY PUBLIC

YOHANIA CHAMIZO

PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

FORM 7

DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that **Con-Mech, Inc** 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 ITB 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 ITB 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.

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

Signature (Blue ink only)

Yudel Cubillas

Print Name

President

Title

05/15/2025

Date

STATE OF Florida)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 15 day of May, 2025

by Yudel Cubillas as President

(Name of person acknowledging) *(Title)*

for Con-Mech, Inc.

(Company name)

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

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

Yohania Chamizo

PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

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 ITB and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the ITB 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 Yudel Cubillas of Con-Mech, Inc, 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 FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025

by YUDEL CUBILLAS as PRESIDENT
(Name of person acknowledging) *(Title)*

for CON-MECH, INC.
(Company name)

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

(NOTARY SEAL HERE)

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

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)

Yudel Cubillas

Print Name

President

Title

05/15/2025

Date

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025
by YUDEL CUBILLAS as PRESIDENT
(Name of person acknowledging) *(Title)*
for CON-MECH, INC.
(Company name)
Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

SIGNATURE OF NOTARY PUBLIC

YOHANIA CHAMIZO

PRINT, TYPE/STAMP NAME OF NOTARY

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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. **ITB 2025-05**

2. This sworn statement is submitted by: **Con-Mech, Inc**
(name of entity submitting sworn statement)

whose business address is: **9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016**

Federal Identification Number (FEIN) is: **81-4945498**
(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: **Yudel Cubillas**
(print name of individual signing this document)

and my relationship to the entity is: **President**

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

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entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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. __X__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

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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

05/15/2025
Date

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 15 day of MAY, 2025

by YUDEL CUBILLAS as PRESIDENT

(Name of person acknowledging) *(Title)*

for CON-MECH, INC.

(Company name)

Personally known to me X or has produced Identification ____, type of identification produced____.

(NOTARY SEAL HERE)

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

SIGNATURE OF NOTARY PUBLIC

YOHANIA CHAMIZO
PRINT, TYPE/STAMP NAME OF NOTARY

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

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 X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, 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: Con-Mech, Inc

Authorized Signature: _____

Print or Type Name: Yudel Cubillas

Title: President

Date: 05/15/2025

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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
1	**Harrison Crane** **2440 NW 37th St. Miami, Fl 33142**	**Lifting/Ridging of New AC Equipment to be Installed**	

Firm: Con-Mech, Inc

Authorized Signature: _____

Print or Type Name: Yudel Cubillas

Title: President

Date: 05/15/2025

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

FORM 15 N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

BIDDER'S REPRESENTATION

HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES

Proposal of **Con-Mech, Inc**

(Name)

9802 NW 80th Ave. Unit 38. Hialeah Gardens, Fl 33016

(Address)

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

HVAC REPLACEMENT, REPAIRS AND MAINTENANCE 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.

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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. CMC1250619

Bidder's Occupational License No. 7507390

WITNESS:

Alex. B

Mariano

By: _____

Signature of Authorized Agent

[SEAL]

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

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:

Alex. B

Witness #1 Print Name: Alex Borrego

Maria Carreira

Witness #2 Print Name: Maria Carreira

Signed, sealed and delivered by:

Yudel Cubillas

Print Name: Yudel Cubillas

Title: President

Entity Name: Con-Mech, Inc

ACKNOWLEDGMENT

State of Florida

County of DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of MAY, 2025, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH, INC (name of party on behalf of whom instrument is executed).

YOHANNIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

Yohannia Chamizo

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

X Personally known to me; or

_____ Produced identification (Type of Identification: _____)

X Did take an oath; or

_____ Did not take an oath

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
Con-Mech, Inc

Doing Business As (DBA) Name

Company ID
2673931

Enrollment Date
Apr 22, 2025

Employer Identification Number (EIN)
814945498

Unique Entity Identifier (UEI)

DUNS Number
080661837

Total Number of Employees
1 to 4

NAICS Code
238

Sector
Construction

Subsector
Specialty Trade Contractors

Edit Company Information

Employer Category

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Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

9802 NW 80th Ave
Unit 38
Hialeah Gardens, FL 33016

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

My Company has enabled:

E-Verify+

E-Verify+ enabled by:

Yudel Cubillas (Apr 21, 2025)

Memorandum of Understanding

View Current MOU

Terms of Service

View E-Verify+ Terms of Service

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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 **Con-Mech, Inc**, a nongovernmental entity.

3. **Con-Mech, Inc** does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Alex. B

Witness #1 Print Name: **Alex Borrego**

Witness #2 Print Name: **Maria Carreira**

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

Print Name: **Yudel Cubillas**

Title: **President**

Entity Name: **Con-Mech, Inc**

OATH OR AFFIRMATION

State of Florida
County of DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of MAY, 2025, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH INC (name of party on behalf of whom instrument is executed).

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH 220934
My Commission Expires
April 18, 2026

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

X Personally known to me; or
____ Produced identification (Type of Identification: _____)
X Did take an oath; or
____ Did not take an oath

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

In the presence of:

Alex.B

Witness #1 Print Name: Alex Borrego

Witness #2 Print Name: Maria Carreira

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

Print Name: Yudel Cubillas

Title: President

Entity Name: Con-Mech, Inc

OATH OR AFFIRMATION

State of Florida
County of DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 15 day of MAY, 2025, by YUDEL CUBILLAS (name of person) as PRESIDENT (type of authority) for CON-MECH, INC (name of party on behalf of whom instrument is executed).

YOHANIA CHAMIZO
Notary Public-State of Florida
Commission # HH-220934
My Commission Expires:
April 18, 2026

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

X Personally known to me; or

____ Produced identification (Type of Identification: _____)

X Did take an oath; or

____ Did not take an oat

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EXHIBIT A

SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated **03/25/2025**, 2025 , attached hereto and incorporated herein by reference.

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SECTION 2. SCOPE OF WORK / TECHNICAL SPECIFICATIONS

2.1 INTRODUCTION:

The Village of Key Biscayne is seeking qualified contractors to provide comprehensive HVAC services, including system replacement, installation, preventive maintenance, emergency repairs, and ongoing maintenance for municipal facilities. The selected contractor will play a critical role in ensuring the continuous and efficient operation of HVAC systems, prioritizing occupant comfort, energy efficiency, and full compliance with regulatory standards. This contract aims to support the Village's commitment to maintaining high-performance building systems that enhance sustainability and operational reliability.

The Village of Key Biscayne reserves the right to award one or more contracts at its sole discretion, which may include separating construction services from maintenance services. This decision will be made in the best interest of the Village to ensure efficiency, cost-effectiveness, and the highest quality of service.

2.2 SCOPE OF WORK:

See Exhibit "A" for-replacement units.

2.2.1 HVAC System Replacement & Installation

The Village hereby retains the Contractor to perform the following HVAC replacement services, and the Contractor hereby agrees that, in exchange for the payments set forth below, the Contractor will provide the replacement services (the "Work") during the term of this Agreement to the Equipment. The Contractor will be responsible for the removal and disposal of existing HVAC units and the supply and installation of new energy-efficient units for all designated locations, including but not limited to the Fire Department, Village Hall, and Community Center, as of the date of this contract. If additional equipment is added or deleted, the price will be adjusted accordingly.

All replacement units will be installed in compliance with local, state, and federal regulations, including obtaining necessary permits and ensuring successful inspections. New installations will include properly sizing and securing units, integrating with existing ductwork and controls, and ensuring compatibility with building automation systems where applicable.

The Contractor will perform all necessary work to ensure the safe and efficient operation of the new HVAC systems, including but not limited to:

- Removal and environmentally compliant disposal of old HVAC units
- Installation of new units, including electrical and refrigerant connections
- Testing and commissioning of the new systems to verify proper functionality
- Insulation and sealing of ductwork as needed to maintain system efficiency
- Ensuring units meet all required energy efficiency standards
- Training designated personnel on the proper operation and basic troubleshooting of installed systems

Warranty coverage will be provided for all new equipment installed under this agreement. The Contractor shall coordinate with the manufacturer to ensure warranty compliance and assist in processing any claims that arise within the warranty period. Any

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necessary adjustments, minor repairs, or additional support needed to ensure proper operation will be covered within the first 90 days of installation.

All control system integrations, programming, and calibration will remain the responsibility of the Village. The Contractor will not be responsible for any adjustments or modifications to the building's EMS system. Any structural modifications or electrical service upgrades required for proper HVAC installation shall be discussed with and approved by the Village before proceeding.

- Removal and proper disposal of existing HVAC units following all environmental and safety regulations.
- Supply and installation of new energy-efficient HVAC systems, including but not limited to air handlers, condensers, heat exchangers, chillers, boilers, ductwork, thermostats, sensors, and controls.
- Ensure all installations comply with local, state, and federal regulations, including required permits and inspections.
- Testing, commissioning, and balancing of installed systems to ensure optimal performance.
- Provide warranty coverage, troubleshooting, and post-installation support.
- Install and integrate smart and programmable thermostats for energy efficiency.
- Ensure seamless integration with existing building automation systems.

2.2.2 Preventive Maintenance

See Exhibit B for maintenance units.

The Village hereby retains the Contractor to perform the following maintenance services, and the Contractor hereby agrees that, in exchange for the payments set forth below, Contractor will provide the maintenance services (the "Work"), during the term of this Agreement, to the Equipment. Contractor will perform maintenance inspections monthly for all units outlined in Exhibit "B" at the Fire Department, Village Hall, and Community Center as of the date of this contract. If additional equipment is added or deleted, the price will be adjusted accordingly.

At the end of each month, the Contractor shall submit a detailed report outlining the maintenance activities performed on each unit, including a summary of work completed, identified issues, and any corrective actions taken. The report must also include before and after pictures of all serviced equipment to ensure transparency and proper documentation of the work performed.

Filters and belts are included as part of the contract at no extra cost, as well as their replacement along with the cleaning of the drain pans as needed and flushing of the drain lines. Filters provided will be MERV 8 pleated type filters, replaced as needed for each piece of equipment. Condenser coil cleanings for all rooftop or outdoor equipment (a water spigot must be present on the roof) will be performed on a semi-annual basis depending on the condition of the coils. If it is deemed that the coils should not be cleaned due to their condition, we will advise and provide a price to replace the coil. Evaporator coil cleanings are not included in this service agreement.

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Trane should be retained by the customer exclusively to provide service and maintenance on the entire EMS system as needed. The Contractor will not be responsible for any controls work or maintenance as part of this agreement.

Comprehensive HVAC Maintenance Scope of Work

1. Inspect and clean drain pans and drain lines to prevent clogs and overflow issues.
2. Inspect and clean blower wheels to maintain airflow efficiency.
3. Inspect and service blower motors to ensure proper function.
4. Inspect and tighten all electrical connections and components.
5. Inspect and test safety controls for proper operation.
6. Check system amperage to ensure compliance with manufacturer's specifications.
7. Inspect and measure temperature differentials across coils for efficiency.
8. Inspect and secure cabinet integrity to prevent air leaks.
9. Test and inspect heating elements and ignition systems.
10. Inspect, test, and calibrate thermostats and humidity controls.
11. Perform a comprehensive leak check for refrigerant lines and components.
12. Lubricate all moving parts, including bearings and motors, as needed.
13. Inspect and adjust fan belts and pulleys, replacing if necessary.
14. Replace air filters with MERV 8 pleated type filters as required.
15. Check refrigerant charge and adjust as necessary per manufacturer guidelines.
16. Inspect and maintain oil levels in applicable systems.
17. Test and inspect compressor function and operation.
18. Inspect and secure hurricane attachments for outdoor units.
19. Inspect and clean energy recovery wheels per manufacturer’s recommendations.
20. Inspect and clean outdoor air intake hoods and mesh filters.
21. Inspect, clean, and maintain condenser coils on a semi-annual basis.
22. Inspect evaporator coils and recommend cleaning or replacement as necessary.
23. Generate and submit a detailed service report identifying any follow-up work needed.

2.2.3 Repair Services

The Contractor shall provide comprehensive HVAC repair services, including but not limited to the following:

- Emergency Repair Services: Provide 24/7 emergency repair services for critical HVAC failures. Response time for emergency calls shall not exceed four (4) hours.
- Troubleshooting & Diagnostics: Identify and diagnose HVAC system failures, including refrigerant leaks, compressor malfunctions, electrical failures, and airflow obstructions.
- Component Replacement & Repair: Repair or replace faulty components such as compressors, motors, capacitors, fans, valves, heat exchangers, coils, and expansion tanks.

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- Leak Detection & Refrigerant Management: Conduct leak detection tests, repair refrigerant lines, and ensure compliance with EPA regulations for refrigerant handling and disposal.
- Ductwork & Airflow Repairs: Repair or replace ductwork, insulation, diffusers, dampers, and grilles to maintain proper airflow and indoor air quality.
- Control Systems & Automation: Diagnose, repair, or replace control systems, actuators, sensors, thermostats, and HVAC automation components.
- System Rebalancing: Ensure proper airflow balance and system calibration for optimal performance.
- Safety Compliance: Ensure all repairs comply with OSHA safety regulations and industry standards.
- Follow-Up Inspections: Provide post-repair inspections and ensure systems are operating efficiently before finalizing repairs.

2.2.4 System Optimization & Energy Efficiency

The Contractor shall take proactive measures to improve the energy efficiency and longevity of HVAC systems, including:

- Energy Audits & Efficiency Analysis: Conduct energy audits to identify inefficiencies, provide cost-saving recommendations, and optimize HVAC performance.
- Equipment Upgrades: Recommend and install high-efficiency equipment, including energy-efficient compressors, variable speed motors, and advanced filtration systems.
- Demand-Controlled Ventilation: Implement demand-based ventilation strategies to optimize indoor air quality and energy usage.
- Building Automation Integration: Ensure proper integration with the building's automation system to maximize efficiency and performance monitoring.
- Smart Thermostat & Control Upgrades: Install and configure smart thermostats and programmable controls for optimized energy use.
- Indoor Air Quality (IAQ) Enhancements: Implement IAQ solutions, including high-efficiency air filters, UV purification systems, and humidity control enhancements.

2.2.5 Reporting & Documentation

The Contractor shall provide thorough documentation and reporting, including:

- Maintenance & Repair Logs: Maintain detailed records of all maintenance, repairs, and replacements performed on HVAC equipment.
- Service Reports: Provide detailed service reports, including before and after images of repairs and maintenance tasks.
- Regulatory Compliance Documentation: Maintain and submit reports related to refrigerant usage, disposal, and environmental compliance per EPA regulations.

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- Work Order Tracking: Log all completed and pending work orders, ensuring transparency and accountability.
- Performance Recommendations: Submit recommendations for system improvements, component replacements, and lifecycle planning.

2.3 PERFORMANCE REQUIREMENTS

To ensure optimal operation and longevity of HVAC systems, the Contractor shall adhere to the following performance standards:

- System Uptime & Efficiency: Maintain all HVAC systems at peak operational efficiency with minimal downtime.
- Emergency Response Time: Respond to emergency repair calls within four (4) hours of notification.
- Compliance & Safety Standards: Ensure all services comply with local, state, and federal regulations, including OSHA, EPA, and industry best practices.
- Qualified Personnel: Provide certified HVAC technicians trained in system maintenance, repair, and installation.
- Inventory Management: Maintain an inventory of commonly used replacement parts to facilitate timely repairs and minimize downtime.
- Manufacturer Guidelines & Warranty Protection: Ensure all work performed complies with manufacturer specifications and does not void warranty conditions.
- Conduct energy audits to identify inefficiencies and recommend cost-saving measures.
- Upgrade outdated HVAC equipment to improve energy efficiency and sustainability.
- Implement demand-controlled ventilation and advanced airflow management strategies.
- Integrate high-efficiency filtration systems to improve indoor air quality.
- Recommend and implement upgrades to meet LEED and Energy Star standards where applicable.

2.4 CONTRACT TERMS

- **Contract Duration:** The initial contract term shall be one year, with an option for renewal based on the contractor's performance and the Village's needs. Any contract extension shall be mutually agreed upon in writing.
- **Scope of Work Compliance:** The Contractor must adhere to the detailed scope of work outlined in this agreement, ensuring all HVAC maintenance, repair, and installation tasks are completed per industry standards and manufacturer specifications.
- **Payment Terms:** Payments will be processed on a Net 30 basis upon invoice approval. All invoices must include detailed descriptions of the services performed, itemized costs, and supporting documentation.
- **Warranty Requirements:** The Contractor shall provide a warranty for all work performed, including labor and materials, for a minimum period of one year. Warranty claims shall be addressed promptly, and the Contractor shall correct any deficiencies at no additional cost to the Village.

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- **Regulatory Compliance:** The Contractor shall comply with all applicable local, state, and federal regulations, including but not limited to OSHA safety standards, EPA refrigerant handling protocols, and industry best practices.
- **Insurance Requirements:** The Contractor must maintain and provide proof of general liability insurance, workers' compensation insurance, and vehicle insurance in accordance with Village requirements. The Village shall be listed as an additional insured.
- **Emergency Services:** The Contractor shall maintain availability for emergency repairs 24/7 and respond to emergency calls within a four-hour window.
- **Performance Reviews:** The Village reserves the right to conduct periodic performance evaluations. Failure to meet contractual obligations may result in contract termination.
- **Work Hours:** Routine maintenance and non-emergency repairs shall be conducted during normal business hours unless prior approval is obtained for after-hours work.

2.5 SUBMISSION REQUIREMENTS

Interested contractors must submit a complete proposal that includes the following:

- **Company Profile & Experience:** Provide an overview of the company, its history, and previous experience in HVAC maintenance, repair, and installation services for municipal or commercial clients.
- **Licensing & Certification:** Submit copies of all required licenses and certifications demonstrating compliance with industry regulations and legal requirements.
- **References:** Provide at least five (5) references from similar projects completed within the past five years, including contact information for verification.
- **Pricing Schedule:** Complete and submit the pricing schedule as detailed in Exhibit B, including unit pricing for maintenance, repairs, and replacements.
- **Proof of Insurance & Bonding:** Submit proof of required insurance coverage and any applicable bonding information.
- **Service Response Time & Emergency Call Procedures:** Outline the company's ability to meet required response times for emergency and non-emergency service calls.
- **Quality Assurance & Compliance Measures:** Describe internal quality control measures and compliance monitoring procedures to ensure service excellence.
- **Equipment & Workforce Availability:** Provide details on the availability of necessary tools, equipment, and qualified personnel required to fulfill the contract obligations.
- **Proposed Work Plan & Execution Timeline:** Submit a detailed plan describing how the contractor will execute routine maintenance, repairs, and replacements, including estimated completion timelines.

2.6 EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

- **Competitive Pricing:** Cost-effectiveness of the bid in comparison to industry standards and other submitted proposals.

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- **Experience & Qualifications:** The contractor's experience, expertise, and ability to provide the required HVAC services.
- **Response Time & Availability:** The contractor's ability to meet response times for routine and emergency services.
- **Regulatory Compliance:** Compliance with all applicable industry regulations, safety standards, and legal requirements.
- **References & Past Performance:** Feedback from references and demonstrated success in previous projects of similar scope.
- **Quality of Proposal:** The completeness, clarity, and professionalism of the submitted proposal.
- **Resources & Workforce Availability:** The contractor's ability to allocate necessary personnel, tools, and equipment to meet contract demands.

EXHIBIT "A"
Replacement HVAC Units

Location	Unit No.	Manufacturer	Serial No.	Model No.	Mfg. Date	Tonnage
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25
Community Center	3	Trane	143111108D	THH150F4RGB0400010001000000 0000000000000	Aug-14	12.5
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10
Community Center	6	Trane	134610146D	THD150F4RGA030001000100000 00000000000000	Nov-13	12.5

The Village of Key Biscayne retains full discretion over the selection and timing of HVAC unit replacements. Not all units listed in the pricing schedule will be replaced simultaneously or within the same fiscal period. The Village reserves the exclusive right to determine which units require replacement based on operational needs, budgetary constraints, and the overall condition of existing equipment. The inclusion of a unit in this schedule does not constitute a guarantee of replacement. Additionally, the Village may defer, modify, or cancel the replacement of any unit at its sole discretion without any obligation to the Contractor. The Contractor shall not proceed with any unit replacement without explicit written authorization from the Village. Pricing provided in this schedule shall remain valid for the duration of the agreement or as otherwise negotiated. Any deviations from the agreed-upon scope or costs must be pre-approved in writing by the Village.

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EXHIBIT "B"
Maintenance HVAC Units

Location	Unit No.	Manufacturer	Serial No.	Model No.	Mfg. Date	Tonnage
Village Hall	CU-1	Trane	C23K06281	RAUJC254BF03A0D00002	Oct-23	25
Village Hall	CU-2	Trane	C21B01152	RAUJC254BD0300D00002	Feb-21	25
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25
Village Hall	CU-5	Air-O-Matic	AOMC12NPDJA22	AOMEC12HPDJA22	Feb-20	1
Village Hall	Mini-1	Mitsubishi	3000653T	MUY-GS24NA-U1	Jul-24	2
Village Hall	Mini-2	Mitsubishi	3000705T	MUY-GS24NA-U1	Jul-24	2
Village Hall	Mini-3	Mitsubishi	2001038T	MSY-GS36NA2-U1	Jun-24	3
Village Hall	Storage	American Std.	N/A	N/A	Sep-24	3
Community Center	1	Trane	162510421D	THD240G4RKA04D00400000000A00000000000000	Jun-16	20
Community Center	2	Trane	235110434L	THJ150A4S0G03B0000001000001 00000000000C0	Dec-23	12.5
Community Center	3	Trane	143111108D	THH150F4RGB04000100010000000 000000000000	Aug-14	12.5
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10
Community Center	5	Trane	241210785L	THJ120A4SOG05B	Mar-24	10
Community Center	6	Trane	134610146D	THD150F4RGA03000100010000000 000000000000	Nov-13	12.5
Community Center	7	Trane	16222KYY9H	4TCC4024A1000AA	May-16	2
Community Center	8	Trane	220310203D	THD210G4RKD17D0C500000000000 000000000000	Jan-22	17.5
Community Center	9	Trane	162510421D	THD240G	Jun-16	20
Community Center	Stairwell 1	Mitsubishi	3000518T	MUZ-WR24NA	Jan-23	2
Community Center	Stairwell 2	Mitsubishi	24P06447	MXZ-2C20NA3	Jan-22	1.5
Community Center	Concession	Mitsubishi	N/A	N/A	2023	2.5
Fire Station	Elevator	Mitsubishi	N/A	N/A	2023	1
Fire Station	1	Trane	18221490YA	TTA12043AAA00AE000000	May-18	10
Fire Station	2	Trane	21293592YA	TTA12043CAB01AE000000	Jul-21	10

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Fire Station	3	Trane XR	16424K4E1F	4TTR6049J1000AA	Oct-16	4
Fire Station	4	Trane XR	19121U8S2F	4TTR6049J1000AA	Mar-19	4
Fire Station	5	American Std.	216485GAD	TTA09043AAA02BS01	Sep-23	7.5
Fire Station	6	Trane XR	17351JD45F	4TTR6036J1000AA	Aug-17	3
Fire Station	7	American Std.	15354NJM3F	4A7A4036L1000AA	Aug-15	3
Fire Station	8	Trane	22441074TA	TTA18043CAB01AE	Nov-22	15
Fire Station	9	Trane	21232344YA	TTA09043AAB01AE000000	Jun-21	7.5

END OF SECTION 2.

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Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

REVISED EXHIBIT B

VILLAGE OF KEY BISCAYNE

HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES

PROPOSAL SCHEDULE

NAME OF PROPOSER: Con-Mech, Inc

In response to the Village's invitation to bid and in compliance with the ITB requirements, the undersigned bidder to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 03/25/2025 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

TABLE – HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES

The following table provides the unit pricing structure for bidding purposes. Contractors shall complete the table with their proposed unit costs. Units to be replaced must be of the same manufacturer and specifications as the existing units unless otherwise specified or instructed by the Village.

No.	Cost Element	Unit	Frequency	Price
	LABOR			
1	Labor Rate - Project Manager (per hour)	Per hour	N/A	$127.50
2	Labor Rate - Technician (per hour)	Per hour	N/A	$92.00
3	Labor Rate - Helper (per hour)	Per hour	N/A	$65.00
4	Emergency Call-Out Fee (after-hours/weekend)	Per incident	N/A	$215.00
	MARKUPS			
5	Percent Markup on Parts & Materials	%	N/A	5%
6	Percent Markup on Rented Equipment	%	N/A	5%
	SERVICE/MAINTENANCE			
7	Quarterly Preventive Maintenance (per unit)	Per unit		$285.00

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8	Filter Replacement (per unit)	Per unit		$85.00
9	Belt Replacement (per unit)	Per unit		$240.00
10	Coil Cleaning (per unit)	Per unit		$375.00
11	Drain Line Cleaning (per unit)	Per unit		$190.00
	OTHER			
12	Installation - Ductwork (per Linear foot)	Per linear ft.	N/A	$110.00
13				
14				
15				

PRICING SCHEDULE FOR FULL REPLACEMENT UNITS

Location	Unit No.	Mfg	Serial No.	Model No.	Mfg. Date	Tonnage	Replacement Cost ($)
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25	$73,485.00
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25	$73,485.00
Community Center	3	Trane	143111108D	THH150F4RGB040001000100000000000000000000	Aug-14	12.5	$30,745.00
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10	$26,390.00
Community Center	6	Trane	134610146D	THD150F4RGA030001000100000 0000000000000	Nov-13	12.5	$33,490.00

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the ITB .

The undersigned Bidder agrees to do all the work and furnish all materials called for by the ITB Documents. The bidder further agrees that payments will be made based on actual quantities placed and accepted.

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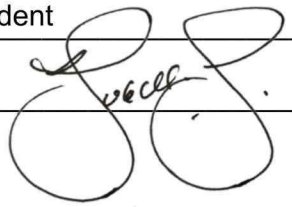
The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: Con-Mech, Inc

Bidder's Name: Yudel Cubillas

Bidder's Email: info@con-mech.com

Bidder's Title: President

Bidder's Signature: 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advantage Insurance of America 4520 NW 7th St Miami FL 33126	**CONTACT NAME:** Marta Acosta **PHONE (A/C, No, Ext):** (305) 649-5566 **FAX (A/C, No):** (305) 649-5559 **E-MAIL ADDRESS:** marta@advantageinsuranceofamerica.com
INSURED CON-MECH INC 9802 NW 80th Ave. UNIT 38 Hialeah FL 33016	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Scottsdale Ins Company 41297 **INSURER B :** INFINITY COMMERCIAL AUTO 11738 **INSURER C :** ASCENDANT UNDERWRITERS 13683 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	x		CPS8171458	03/21/2025	03/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,000. $ 5,000. $ 1,000,000. $ 2,000,000. $ 2,000,000.
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			50006499801	04/21/2025	04/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC-75484-5	03/28/2025	03/28/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AIR CONDITIONING SERVICES
2016 DODGE RAM PROMASTER 3C6TRVAG1GE114769 2018 FORD TRANSIT T-150 CARGO 1FTYE9ZM5JKB20669
2019 FORD TRANSIT T-250 CARGO 1FTYR2CM8KKB64297
State Certified Mechanical Contractor License CMC1250619

Certificate Holder is Listed as additional insured.

CERTIFICATE HOLDER

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

State of Florida
Department of State

I certify from the records of this office that CON-MECH INC is a corporation organized under the laws of the State of Florida, filed on January 12, 2017, effective January 11, 2017.

The document number of this corporation is P17000003665.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 27, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2025



Secretary of State

Tracking Number: 9977423060CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7222868

RECEIPT NO.
RENEWAL
7507390

EXPIRES
SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
CON-MECH INC
9802 NW 80TH AVE UNIT 38
HIALEAH GARDENS, FL
33016-2337

OWNER
CON-MEH INC
C/O YUDEL CUBILLAS QUALIFIER

SEC. **TYPE OF BUSINESS**
196 GENERAL MECHANICAL CONTRACTOR

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 07/15/2024
INT-24-432605

Worker(s) 1 CMC1250619

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

CITY OF HIALEAH GARDENS

10001 NW 87 Ave – Hialeah Gardens, Florida 33016

BUSINESS TAX RECEIPT

Business Name:
CON-MECH INC
9802 NW 80 AVE #38
Hialeah Gardens FL 33016

Business Type: CONTRACTOR - OTHER

Date: 07/30/2024
Issued to:
CON-MECH INC
9802 NW 80 AVE 38
HIALEAH FL 33016

LICENSE NO.: BL19996

TOTAL FEES PAID: $237.50

Delinquency Fee: A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

Notes:
CONTRACTOR OFFICE: No storage, junk yard or display outside premises. No showroom or display. No mechanical work. No retail or wholesale. All business shall be conducted inside of building

Robert Lopez
City License Official

LICENSE EXPIRATION
SEPT. 30 - 2025

LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CUBILLAS, YUDEL

CON-MECH INC
3511 NW 6TH ST
CAPE CORAL FL 33993

LICENSE NUMBER: CMC1250619

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066



Mainstream Engineering Corporation
Technician Certification

CERTIFIED BY EPA Certified MAINSTREAM ENGINEERING

HVAC Technician Certification
EPA Clean Air Section 608
Program Certification Date: Jan. 26, 1994

YUDEL CUBILLAS

P400E882F4FA560D1

has been certified as Technician Type: **Universal**
as Required by 40CFR Part 82, Subpart F

QwikProducts

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

OSHA Occupational Safety and Health Administration

26-607604336

This card acknowledges that the recipient has successfully completed:

30-hour Construction Safety and Health

This card issued to:

YUDEL CUBILLAS

Jason Lane Cole
Trainer Name

11/20/2024
Date of Issue

OSHA Training Institute Education Centers
The University of Texas at Arlington

866-906-9190
www.uta.edu/ded/osha

OSHA recommends Outreach Training Courses as an orientation to occupational safety and health for workers. Participation is voluntary. Workers must receive additional training on specific hazards of their job. This course completion card does not expire.

Use or distribution of this card for fraudulent purposes, including false claims of having received training, may result in prosecution under 18 U.S.C. 1001. Potential penalties include substantial criminal fines, imprisonment up to 5 years, or both.

To verify this training, scan the QR code with your mobile device.

Rev. 1/2016

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Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

August 28, 2023

Yudel Cubillas
Con-Mech, Inc
9802 NW 80th Ave
Unit 38
Hialeah Gardens, FL 33016

Approval Date: August 18, 2023 Small Business Enterprise - Construction (SBE-Con)
Expiration Date: August 31, 2026

Dear Yudel Cubillas,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NAICS 238220: MECHANICAL CONTRACTORS
NAICS 238220: PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS

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State of Florida Certified Mechanical Contractor LIC: CMC1250619

CON-MECH, INC
9802 NW 80th Ave. Unit 38.
Hialeah Gardens, Fl 33016
(305) 414-6324
info@con-mech.com
http://www.con-mech.com

Customer Name: Village of Key Biscayne
Customer Address: 88 W McIntyre St. Key Biscayne, Florida 33149
Project Name: ITB # 2025-05 HVAC Replacement, Repairs, and Maintenance Services

ESTIMATE #: NPI2505-607
EFFECTIVE DATE: 05/16/2025
EXPIRATION DATE: *180 days from the Effective Date.*

ACTIVITY

Provide all equipment, parts, materials and labor for the replacement, repair, service, and maintenance of HVAC equipment as described in Section 2, Exhibits A and B of the Bid Documents.

Company Background

Founded in January 2017, Con-Mech, Inc is a Florida Certified Mechanical Contracting company serving commercial, and residential customers in Miami-Dade, Broward, Monroe and Palm Beach counties. With personnel with more than 20 years of experience in the field, including our founder Yudel Cubillas, a Mechanical Engineer graduated in Cuba in 2006, we combine expertise with honesty, punctuality, respectfulness, and reliability; values that must be an integral part of a company in pursue of complete customer satisfaction.

Our company is proud of being a Miami-Dade County Certified Small Business Enterprise (SBE) and has been able to participate and complete projects for Miami Dade Water and Sewer Department, Miami International Airport, City of Hollywood Regional Waste Water Treatment Plant, among other municipalities. We have been also able to build a long

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lasting relationship with private commercial customers and buildings HOA as Ocean 3 Condo, The Grand Condominium, and Grove Gardens Condo for only cite a few of them.

Being an authorized contractor for well known manufacturers like Trane, Carrier, Rheem, Mitsubishi, Aaon, Marley and others, we have been able to complete projects of all sizes, from small residential units to large capacity Air Cooled Chillers, RTUs, Water Source Heatpumps, Condensing Units, Cooling Towers and all associated condensate water piping and pumps.

Response Time and Resources

As we understand the importance of air conditioning, ventilation, and mechanical systems we have developed a system that allows us to minimize the response time to provide emergency services to our customers. We answer calls 24/7 and dispatch technicians to jobsites within 2 hours in most cases. Our service vehicles are well equipped with most common parts and materials required to repair equipment right on the spot. In our warehouse we have most heavy tools and equipment required to accomplish large repairs without having to rent specialty tools that may not be readily available when needed. But for those cases that require it, we have partnered with reliable companies and now have a very trustful network of specialized companies (i.e. crane, freight) that share our same values towards customer satisfaction.

Proposed Project Schedule

I- Replacement HVAC Units

a) City Hall CU replacement: To minimize downtime, traffic interruption, and considering the complexity of the ridging process due to the location of the units to be replaced and the fact that the parking lot by the Police Department cannot be used (as information provided during the Pre-Bid Meeting), and to reduce the permit fees to be paid by customer for crane and police, we recommend the following schedule:

Day 1 to be a Thursday starting after office hours: Recovering of refrigerant and disconnection of both CUs so they are ready for next day early morning commence the removal process

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Day 2 Friday: Crane day. Removal of existing and set new CUs in place and commence connection/installation labor procedure. We will continue to work during the weekend (while the office is closed) and both CUs should be up and running by Monday morning.

Day 3 Saturday: Completing installation, connection and pre-start-up procedure.

Day 4 Sunday (if required): Start-Up

Following this schedule, while the completion time is expected to be 3-4 days, the effective downtime for the replacement of both CUs will be only 1 day.

If weekend work is not allowed, then the same schedule would be followed, choosing the three consecutive working days that best suits the customer's needs.

b) Community Center:

Option A. Removal and set in place of all three units same day. Advantage: Minimizes traffic closure/disruption to just one day. Also reduce the permit fees to be paid by customer for crane and police. Disadvantage: All three sections of the community center being served by the three units to be replaced will be without AC at the same time.

Day 1 (Weekday to be chosen by customer): Crane day. Disconnection and removal of existing Units. Installation of curb adapter (where required), and set in place of all three new units. Pre-start-up and start-up of one unit (the unit that customer deems more important to be operative next day).

Day 2: Pre-start-up and start-up of the other two units that were not started-up on Day 1.

Option B. Removal and installation of one unit per day. Advantage: Minimizes the downtime to only one day per section served by the AC being replaced. Disadvantage: Increases traffic closure/disruption and increases costs for permit and police fees.

Day 1 (Weekday chosen by customer): Crane day. Disconnection and removal of existing Unit. Installation of curb adapter (where required), set in place, pre-start-up, and start-up procedure of newly installed Unit.

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II. Maintenance HVAC Units.

To be determined after meeting with customer to know details about offices' peak hours, accessibility and priorities to effectively create a maintenance plan to minimize service interruptions.

Con-Mech, Inc intends to conduct maintenance procedure at a pace of 4 Units per day, completing all units in 7 consecutive days (working days). Reports will be provided to customer 48-72 after completion of each maintenance period. For those units which immediate corrective actions/repairs are required, customer will be informed immediately after completion of maintenance/inspection for said Unit.

Customer Relationship

It is Con-Mech, Inc goal to provide dedicated service for those customers under direct contract with the company. For that purpose, Con-Mech, Inc will designate an account manager, senior technician, and helper for this specific contract. Our experience has demonstrated that this is the best approach as it increases and facilitates to build an in depth relationship with customers and reduces the service time because technician become very familiar with all the equipment involved at the different locations/buildings included in the contract.

In addition to being able to call our office 24/7 to request a service call, as a preferred customer you will be provided with the technician(s) and account manager mobile phone so you can reach them directly at any time. That is sometimes a time and money saving approach!

Scope of Work / Equipment Schedule / Pricing / Special Forms / Terms

Attached as Bid Submission Requirements section in Bid Package.

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EXHIBIT C
RATE SCHEDULE

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Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

REVISED EXHIBIT B

VILLAGE OF KEY BISCAYNE

HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES

PROPOSAL SCHEDULE

NAME OF PROPOSER: Con-Mech, Inc

In response to the Village's invitation to bid and in compliance with the ITB requirements, the undersigned bidder to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 03/25/2025 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

TABLE – HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES

The following table provides the unit pricing structure for bidding purposes. Contractors shall complete the table with their proposed unit costs. Units to be replaced must be of the same manufacturer and specifications as the existing units unless otherwise specified or instructed by the Village.

No.	Cost Element	Unit	Frequency	Price
	LABOR			
1	Labor Rate - Project Manager (per hour)	Per hour	N/A	$127.50
2	Labor Rate - Technician (per hour)	Per hour	N/A	$92.00
3	Labor Rate - Helper (per hour)	Per hour	N/A	$65.00
4	Emergency Call-Out Fee (after-hours/weekend)	Per incident	N/A	$215.00
	MARKUPS			
5	Percent Markup on Parts & Materials	%	N/A	5%
6	Percent Markup on Rented Equipment	%	N/A	5%
	SERVICE/MAINTENANCE			
7	Quarterly Preventive Maintenance (per unit)	Per unit		$285.00

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Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

8	Filter Replacement (per unit)	Per unit		$85.00
9	Belt Replacement (per unit)	Per unit		$240.00
10	Coil Cleaning (per unit)	Per unit		$375.00
11	Drain Line Cleaning (per unit)	Per unit		$190.00
	OTHER			
12	Installation - Ductwork (per Linear foot)	Per linear ft.	N/A	$110.00
13				
14				
15				

PRICING SCHEDULE FOR FULL REPLACEMENT UNITS

Location	Unit No.	Mfg	Serial No.	Model No.	Mfg. Date	Tonnage	Replacement Cost ($)
Village Hall	CU-3	Trane	C15C01546	RAUJC254EC03A0D000000	Mar-15	25	$73,485.00
Village Hall	CU-4	Trane	C14G04694	RAUJC254EC0310D000000	Jul-14	25	$73,485.00
Community Center	3	Trane	143111108D	THH150F4RGB040001000100000000000000000000	Aug-14	12.5	$30,745.00
Community Center	4	Trane	132710928L	THC120E4R0A000C	Apr-13	10	$26,390.00
Community Center	6	Trane	134610146D	THD150F4RGA030001000100000 0000000000000	Nov-13	12.5	$33,490.00

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the ITB .

The undersigned Bidder agrees to do all the work and furnish all materials called for by the ITB Documents. The bidder further agrees that payments will be made based on actual quantities placed and accepted.

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Village of Key Biscayne
Procurement Department
88 West McIntyre Street
Key Biscayne, Florida 33149

Phone (305) 365-7577
procurement@keybiscayne.fl.gov
www.keybiscayne.fl.gov

The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **HVAC REPLACEMENT, REPAIRS AND MAINTENANCE SERVICES** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: Con-Mech, Inc

Bidder's Name: Yudel Cubillas

Bidder's Email: info@con-mech.com

Bidder's Title: President

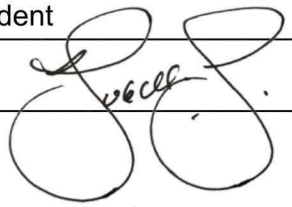
Bidder's Signature: 

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EXHIBIT D
FORM OF PAYMENT AND PERFORMANCE BOND
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Village of Key Biscayne (the "Village"), as Obligee, in the amount of __ _____Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to ITB No. 2025-XX, which was awarded on _____, 2025, pursuant to Resolution No. ___, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
    a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
    b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
    c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
    d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

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5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____2025, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:
WITNESS:

_____ _____
Secretary Name of Corporation
By: _____
(Affix Corporate Seal) Print Name: _____
Title: _____

FOR THE SURETY:
WITNESS:

_____ _____
_____ Agent and Attorney-in-Fact
_____ Print Name: _____
Title: _____
Address: _____
_____
Telephone: _____

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that_____who signed the said bond on behalf of the Principal, was then _____of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

_____
Corporate Secretary

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ _____ by means of ☐ physical presence or ☐ online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the_____ and that s/he has been authorized by_____to execute the foregoing bond on behalf of the Contractor named therein in favor of the Village of Miami Springs, Florida

Sworn and subscribed to before me this ____ day of _____, 20___.

_____
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

(Attach Power of Attorney)

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PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Village of Key Biscayne (the "Village"), as Obligee, in the amount of _____Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract ITB No. 2025-XX, awarded on _____, 2025, pursuant to Resolution No. _____, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

7. Performs the Contract between Contractor and Village for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
8. Pays the Village all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Village sustains as a result of default by Contractor under the Contract; and
9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
10. Whenever Contractor is, and declared by the Village to be, in default under the Contract, the Village having performed the Village's obligations, the Surety may promptly remedy the default or will promptly:
    a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
    b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Village elects, upon determination by the Village and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Village; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20___.

FOR THE CONTRACTOR:

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WITNESS:

_____	_____
Secretary	Name of Corporation
	By: _____
(Affix Corporate Seal)	Print Name: _____
	Title: _____

FOR THE SURETY:

WITNESS:

_____	_____
_____	Agent and Attorney-in-Fact
_____	Print Name: _____
	Title: _____
	Address: _____
	_____
	Telephone: _____

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E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2673931

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Con-Mech, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2673931

Approved by:

Employer Con-Mech, Inc	
Name (Please Type or Print) Yudel Cubillas	**Title**
Signature Electronically Signed	**Date** 04/22/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/22/2025

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E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2673931

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Con-Mech, Inc
Company Facility Address	9802 NW 80th Ave Unit 38 Hialeah Gardens, FL 33016
Company Alternate Address	
County or Parish	MIAMI-DADE
Employer Identification Number	814945498
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066





Company ID Number: 2673931

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066





Company ID Number: 2673931

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Yudel Cubillas
Phone Number	7867183310
Fax	
Email	vcubillas@con-mech.com

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Company ID Number: 2673931

This list represents the first 20 Program Administrators listed for this company.

Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marta Acosta	
Advantage Insurance of America 4520 NW 7th St Miami FL 33126	PHONE (A/C, No, Ext): (305) 649-5566	FAX (A/C, No): (305) 649-5559
	E-MAIL ADDRESS: marta@advantageinsuranceofamerica.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CON-MECH INC 9802 NW 80th Ave. UNIT 38 Hialeah FL 33016	INSURER A : Scottsdale Ins Company	41297
	INSURER B : INFINITY COMMERCIAL AUTO	11738
	INSURER C : KINSALE INSURANCE COMPANY	38920
	INSURER D : ASCENDANT UNDERWRITERS	13683
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPS8171458	03/21/2025	03/21/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000. $ 100,000. $ 5,000. $ 1,000,000. $ 2,000,000. $ 2,000,000.
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	50006499801	04/21/2025	04/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	0100373957-0	05/30/2025	04/21/2026	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC-75484-5	03/28/2025	03/28/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AIR CONDITIONING SERVICES
State Certified Mechanical Contractor License CMC1250619
2018 FORD - TRANSIT T-150 CARGO 1FTYE9ZM5JKB20669 2019 FORD - TRANSIT T-250 CARGO 1FTYR2CM8KKB64297 2024 FORD - TRANSIT 1FTBR1C80RKB59818
"The Village of Key Biscayne is included as Additional Insured for ongoing and completed operations per CG 2010 & CG 2037. Coverage applies to Additional Insured on Primary and Non-Contributory basis. Waiver of Subrogation applies to General Liability and Workers' Compensation.

CERTIFICATE HOLDER

The Village of Key Biscayne
88 W McIntyre St
Key Biscayne Fl 33149

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Docusign Envelope ID: 6406BB14-BDD1-49E9-824F-6CD176C6A066

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CON-MECH, INC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

9802 NW 80TH AVE. UNIT 38

6 City, state, and ZIP code

HIALEAH GARDENS, FL 33016

Requester's name and address (optional)

VILLAGE OF KEY BISCAYNE

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	1	–	4	9	4	5	4	9	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 10/21/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

STAFF MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Manager's Report

1. SWALE + SIGHTLINE COMPLIANCE STATUS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

Compliance Updates:

- 417 swale notices issued in July, including repeated postings on properties.
- Vegetation encroachment has been completed through voluntary compliance.
- Reflectors, plastic sticks, wood posts with ropes/chains, concrete domes/pyramids and artificial turf remain a challenge.
- 135 properties remain in violation.
- We are now receiving concerns from residents that have come into compliance voluntarily and are frustrated that others are not in compliance.

✓ February 25	-Swale Management workshop
✓ March 10	-Swale Enforcement Resolution
✓ April 1	-Swale information campaign
✓ May 1	-Start issuing warnings for non-compliant swales
✓ May 1-Aug 31	-Warning and information period
✓ August 25	-Staff recommendations for Ordinance amendments
✓ September 1	-Warnings convert to Notices of Violation
Ongoing	-Staff will provide Monthly Progress Reports

2. QUARTERLY BUILDING STATS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

Reporting Period:	**12/1/25 – 2/28/26**	**3/1/26 – 5/31/26**	**6/1/26-8/31/26***
Reviews Completed	**308**	**331**	**1706***
Permits Finaled	**518**	**422**	**470**
Building	202	140	156
Electrical	120	73	88

Plumbing	72	72	92
Mechanical	53	60	64
Fire	37	36	38
Zoning	13	22	6
Public Works	11	13	4
Roofing	10	6	22
Permits Issued	**146**	**261**	**638***
Building	-	-	214
Electrical	79	108	108
Mechanical	53	72	82
Fire	-	-	28
Plumbing	-	-	103
Public Works	-	-	16
Revision	-	-	59
Roofing	14	81	15
Zoning	-	-	13
Permits Applied For	**132**	**200**	**636***
Building	-	-	205
Electrical	76	119	102
Mechanical	56	81	80
Fire	-	-	31
Plumbing	-	-	102
Public Works	-	-	17
Revision	-	-	59
Roofing	-	-	16
Zoning	-	-	24
Inspections Completed	**1309**	**1788**	**2081***
Building	658	1007	1104
Electrical	357	397	451
Mechanical	86	119	118
Fire	-	-	100
Plumbing	208	265	287
Public Works	-	-	9
Zoning	-	-	12
Average Days to Final	**211**	**162**	**201**
Average Days Between Permit	**26**	**55**	**47**

Submittal and Permit Activated			
Total Invoice Payments Posted	$454,569.29	$734,567.75	$629,789.59
Total Job Value	$28,518,486.19	$26,790,030.73	$40,300.151.38

*The increase reflects the addition of permit categories and types to the tracking process. The most recent figures are therefore the most comprehensive and are not directly comparable with earlier reporting periods.

3. QUARTERLY CODE STATS (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

Complaint-Driven vs. Proactive Enforcement

- Complaint-driven: Relies on resident reports, often delaying enforcement and allowing repeated violations.
- Proactive: Inspections are routine and scheduled, preventing violations, reducing enforcement costs, and improving community satisfaction.
- The Village has increased proactive enforcement through increased staffing, particularly at construction sites.

The Department's 95.62% proactive inspection rate demonstrates strong compliance and is amongst the highest in the state.

Code Compliance Activity	2023	2024	2025	2025	2026	2026
	Q1	Q1	Q1	Q4	Q1	Q3
Notices of Violation:	23	13	60	61	15	39
Warning of Violation & Door Hangers	265	288	159	136	296	259
Construction Site Inspections (NPDES)	301	775	789	643	1536	1067
Nighttime Beach Inspections:	0	0	28	48	15	48
Lien Searches:	97	106	41	85	104	93
Red Tags Issued:				11	14	6

EXPANDED COMPLIANCE:

Short-Term Rentals (STR) Compliance: We are currently switching to a new software provider to aid in enforcement, though previous enforcement has led to overall reduction in complaints.

BTR Renewal: As of October 2, the Department has collected $79,024.95 in Business Tax Receipt (BTR) fees, effectively complete on all accounts.

Active Construction Sites: The Department is currently monitoring 55 new single-family homes, 21 full home remodeling, and 13 vacant lots. Additionally, 7 new homes are preparing to begin

demolition, as demo permits have already been approved. Weekly inspections continue to ensure safety, site cleanliness, and NPDES compliance.

Weekend Patrols and Noise Ordinance Compliance: Weekend patrols remain ongoing. No construction activity has been observed on weekends, except for rare cases identified during patrols. Those cases were cited and addressed accordingly.

Building Recertification: There are significant construction projects underway so buildings resolve Building Recertification issues. All properties are either in permitting, under construction, or have been referred to the special magistrate.

Beach Management Plan Enforcement: The Department has conducted inspections throughout the successful nesting season and issued two violations for light issues, (including rescuing a turtle in a pool).

Multifamily & Business Fire Safety Enforcement: The Department is proactively working with the Fire Department in multifamily and business areas to address fire and building safety compliance.

Permit Enforcement & Condominium Monitoring: Monitoring of condominium areas continues for unpermitted work and work outside approved scope. The Department is also addressing expired and open permits, including mailing notices for open mechanical, plumbing, and air conditioning permits, and assisting property owners through the compliance process. Open permits are largely resolved.

4. PROCUREMENT MONTHLY UPDATE (PROCUREMENT OFFICER DAREN JAIRAM)

The Procurement Officer strives to procure the highest quality materials and services required for Village of Key Biscayne operations at the best value, within the established purchasing thresholds determined by the annual budget, and in accordance with all Village, State, and Federal regulations.

Current Open Bids (Under Cone of Silence):

1. RFQ # 2026-09 Village of Key Biscayne Offshore Feasibility and Shoreline Study (Negotiation of rates)
2. RFP # 2026-12 Youth Basketball Program Management
3. ITB # 2026-13 Key Biscayne Community Center Emergency Generator

Procurement – Pending Release:

1. RFP # 2026-01 Solid Waste and Recycling Collection and Disposal Services (To be released for bidding in October)
2. RFP # 2026-08 Professional State and-or Local Lobbying Services
3. ITB # 2026-11 Continuing Electrical Maintenance, Repair, Installation, and Emergency Services
4. RFQ # 2026-14 Continuing Architectural, Engineering & Planning Services (Pending Council Approval)
5. ITB # 2026-15 Key Biscayne Beach Nourishment Project

Procurement Items Under Review:

1. ITB # 2026-02 Stormwater System CCTV Inspection & Asset Data Collection (Agreement pending vendor signature)
2. ITB # 2026-10 Elevator Maintenance and Repair Services (Agreement pending vendor signature)
3. RFQ # 2026-09 Village of Key Biscayne Offshore Feasibility and Shoreline Study (Negotiation of rates)

Procurement Items With Legal:

1. ITB # 2026-06 Harbor Drive Milling, Resurfacing & Roadway Reconstruction

Agreements Under Review for Renewal:

1. Budgeting Solution Software / Financial Transparency Portal – ClearGov. (FIN)
2. Short-Term Rental Solution – GovOS Inc. (BZP)
3. Police Body-worn Camera Equip., Data Storage, Maint. & Tech Serv. – Axon Enterprise Inc. (PD)
4. Net Motion Software - VPN to Mobile Operations – Absolute Software Inc. (PD)
5. Administration of the Traffic Safety Camera Program – All Traffic Solutions (PD)
6. Beach Cleaning, Maintenance and Beautification Services – Beach Raker LLC. (PW)
7. Accela Software License- Technology Consulting & Prof. Services – Redmark Technologies LLC. (IT)
8. Communications – AT&T (IT)
9. Fleet Maintenance and Repair Services – City of Miami Beach (PD)
10. Emergency Notification System – SMAA – Fl. Div. of Emergency Mgt. (IT)
11. Traffic Control Services to Bill Baggs State Park – Florida Dept. of Environmental Protection (PD)

Agreements Pending Signing:

1. Marketing of the Village of Key Biscayne – Key Biscayne Chambers of Commerce (AD)
2. Continuing Architectural and Engineering Services – BCC Engineering LLC. (PW)

5. GRANTS FUNDING UPDATE (CIP AND GRANTS MANAGER COLLEEN DURFEE)

Win rate: 65 won / 95 lost/returned = 68.4% won, 31.6% lost
(7 applications are still pending: 5 on hold and 2 submitted.)

Active Grants (awarded, active, and close out)
Total awarded: ~$21.83 million

Status	# Grants	Amount Awarded
03_Awarded	11	$12,597,567
04_Active	8	$6,935,564
05_Close Out	6	$2,296,996
Total	**25**	**$21,830,127**

Pending Balance by Administering Agency
This shows how much each agency still owes in reimbursement under active and close-out agreements. Pending balance is the amount awarded minus reimbursements submitted.

Agency / Grant	Status	Amount Awarded	Pending Balance
State - FDEP		**$5,406,205**	**$4,694,205**
Biscayne Bay WQ FY25	04_Active	$2,855,194	$2,855,194
25DA1 BMFAP	04_Active	$1,120,385	$1,120,385
State Approp FY24 Zone 1 L0056	05_Close Out	$500,000	$500,000
FDEP Resilient Florida Construction ($135K)	04_Active	$135,626	$135,626
Bill Baggs Traffic Control MOA	04_Active	$45,000	$45,000
FDEP Resilient Florida Design	05_Close Out	$750,000	$38,000
Miami-Dade County		**$2,374,059**	**$2,092,059**
RIF/MMIF Repave Harbor Drive	04_Active	$1,915,059	$1,915,059
RIF Crandon/Harbor Intersection	05_Close Out	$459,000	$177,000
State - Dept. of State (Library)		**$500,000**	**$500,000**
Public Library Construction Grant	04_Active	$500,000	$500,000
Federal - FEMA		**$724,213**	**$390,900**
HMGP Generators	05_Close Out	$384,913	$384,913*
HMGP Garden District (Design)	04_Active	$339,300	$5,987
State - FDOT		**$228,083**	**$25,000**
Traffic Safety Grant (G2T62)	04_Close_Out	$25,000	$25,000
Transit Development Program FY25	05_Close Out	$203,083	$0
TOTAL		**$9,232,560**	**$7,702,164**

6. CIP FY27 MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN DURFEE)

Exhibit A

7. NOVEMBER WORKING COUNCIL AGENDA (CHIEF OF STAFF JENNIFER RODERO)

Exhibit B

EXHIBIT A

VKB FY27 Capital Improvement Program
10/6/2026

Project Status			
Complete	On Target	Issues	Problems

Total Active Projects
34

Not Started	Planning	Procurement	Design	Permitting	Construction	Complete
2	7	11	8	1	5	0

		SCHEDULE					FY27	FY27 Budget and Expenditures				PROJECT PHASE TIMELINE													
PRI / STA	Project	Project Phase	ESD	ASD	ECD	ACD	Original FY27 Budget Oct 1	Spent	Encumbered	Remaining	Percent Spent/ Encumbered	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27
1	Improve Garden District Drainage	Procurement		Oct-25	Dec-27		$15,140,846			$ 15,140,846	0%														
1	Design Zone 1 - K8 School Central Stormwater Basin	Planning		Nov-25	May-27		$ 4,150,000			$ 4,150,000	0%														
1	Construct Zone 1 - K8 School Central Stormwater Basin	Not Started	TBD		TBD		$ 2,500,000			$ 2,500,000	0%														
1	Underground Utilities Zone 8	Design		Jan-26	Jan-28		$ 5,223,899			$ 5,223,899	0%														
1	Replace Fire Rescue Trucks	Procurement		Oct-24	Mar-27		$ 1,194,009		$ (1,194,009)	$ -	100%														
2	Contribute to Shoreline Feasibility Assessment & Concept	Planning		Dec-25	Dec-26		$ 739,959			$ 739,959	0%														
2	Underground Utilities Zone 1	Design		Jan-24	Jun-28		$ 200,000			$ 200,000	0%														
3	Install Rubber Safety Surfacing on Village Green	Permitting		Jun-26	Dec-26		$ 90,000			$ 90,000	0%														
2	Renourish Beach and Dunes	Design		Sep-26	Apr-27		$ 2,395,000			$ 2,395,000	0%														
2	Replace Airpacks (22)	Not Started	TBD		TBD		$ 207,685			$ 207,685	0%														
3	Improve Streetlight Coverage	Planning		Jan-26	Mar-27		$ 600,000			$ 600,000	0%														
3	Underground Utilities Village Wide (2, 3, 4, 5, 6, 7)	Design		Aug-26	Aug-29		$23,453,361			$ 23,453,361	0%														
3	Replace MAST Athletic Field Turf	Design		Jul-26	Feb-27		$ 2,542,524			$ 2,542,524	0%														
2	Repave Harbor Drive	Construction		Nov-24	Apr-27		$ 3,343,477			$ 3,343,477	0%														
3	Rehab Community Center Elevators	Procurement		Aug-26	Mar-27		$ 350,000			$ 350,000	0%														
4	Assess Community Center Facility and Programming	Planning		Sep-25	Aug-27		$ 183,830			$ 183,830	0%														
4	Upgrade Council Chambers Audio-Visual Systems	Planning	TBD		TBD		$ 275,000			$ 275,000	0%														
4	Replace Community Center HVACs	Procurement		Aug-26	Mar-27		$ 312,423			$ 312,423	0%														
5	Replace Police Boat	Procurement		Sep-26	Feb-27		$ 329,000			$ 329,000	0%														
5	Design and Construct Offshore Barrier Reef	Procurement		Apr-26	Oct-28		$ 1,075,000			$ 1,075,000	0%														
5	Install Calusa Park Court Lights	Design		Nov-25	Jul-27		$ 325,000			$ 325,000	0%														
5	Replace Village Police Vehicles	Procurement		Oct-26	Jun-27		$ 350,000			$ 350,000	0%														
5	Replace Fire Engine	Procurement		Aug-26	TBD		$ 2,200,000			$ 2,200,000	0%														
6	Replace Village Green Turf (Design)	Design		Oct-26	Jun-26		$ 100,480			$ 100,480	0%														
6	Improve Beach Access Paths	Construction		Sep-26	Feb-27		$ 100,000			$ 100,000	0%														
6	Replace Community Center Generator	Procurement		Aug-25	May-27		$ 426,000			$ 426,000	0%														
7	Renovate Beach Park	Construction		Sep-22	May-27		$ 900,000			$ 900,000	0%														
7	Rehab Civic Center/Monaco Fountain Plaza	Design		Aug-25	Jan-28		$ 350,000			$ 350,000	0%														
7	Renovate Building Department Customer Service Areas	Construction		Nov-25	Nov-26		$ 85,795			$ 85,795	0%														
7	Install Civic Center Fiber Network	Procurement		Sep-26	Sep-27		$ 43,210			$ 43,210	0%														
8	Contribute to Virginia Key Athletic Fields Design	Planning		Nov-25	TBD		$ 250,000			$ 250,000	0%														
8	Improve Fernwood Drive (Planning & Concept Phase)	Procurement		Sep-26	Sep-07		$ 150,000			$ 150,000	0%														
8	Improve Customer Service Reception Areas	Construction		Sep-26	Jan-27		$ 75,000			$ 75,000	0%														
8	Implement Holiday Colony Flood Reduction and Roadway Improvements	Planning		Feb-26	TBD		$ 2,040,000			$ 2,040,000	0%														

DRAFT

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

WORK IN PROGRESS

REGULAR COUNCIL MEETING

TUESDAY, NOVEMBER 17, 2026
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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:

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. RESOLUTION - ACCEPTANCE OF EPA GRANT (CIP AND GRANTS MANAGER COLLEEN DURFEE AND CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

8.B. RESOLUTION - ACCEPTANCE OF TPO GRANT (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA AND CIP AND GRANTS MANAGER COLLEEN DURFEE)

8.C. RESOLUTION - FIRE AIR PACKS PURCHASE (FIRE RESCUE CHIEF JOSEPH FERNANDEZ)

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

9.A. OPERATING MULTIPLE DAY SPECIAL EVENTS (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER) FIRST READING

9.B. JUNETEENTH HOLIDAY NOISE ORDINANCE (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)
FIRST READING

9.C. SMOKING REGULATIONS FOR VILLAGE FACILITIES (HUMAN RESOURCES AND RISK MANAGEMENT DIRECTOR JUAN GUTIERREZ AND PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

9.D. TELECOM UNDERGROUNDING ORDINANCE (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)

9.E.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AMENDING CHAPTER 10 OF THE VILLAGE CODE OF ORDINANCES RELATING TO NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMPLIANCE, INCLUDING FLOODPLAIN REGULATION DEFINITIONS AND PROVISIONS, AND REVISED FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS (FIRM);** PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

FIRST READING
PUBLIC HEARING REQUIRED

10. RESOLUTIONS:

10.A. AMEND BUILDING PERMIT FEE METHODOLOGY (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

10.B. REPLACE COMMUNITY CENTER GENERATOR (PUBLIC WORKS DIRECTOR CHRISTOHPER MIRANDA AND CIP AND GRANTS MANAGER COLLEEN DURFEE)

10.C. REPLACE VILLAGE GREEN TURF FIELD DCP (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

10.D. POLICE MARINE VESSEL PURCHASE (CHIEF OF POLICE FRANCIS J. SOUSA)

11. REPORTS AND RECOMMENDATIONS:

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

MANAGER'S REPORT

CRITICAL ACTIONS STATUS REPORT (VILLAGE MANAGER)

PROCUREMENT MONTHLY UPDATE (PROCUREMENT OFFICER DAREN JAIRAM)

CIP FY27 MONTHLY REPORT (CIP AND GRANTS MANAGER COLLEEN DURFEE)

DECEMBER WORKING COUNCIL AGENDA (CHIEF OF STAFF JENNIFER RODERO)

B. MAYOR AND COUNCILMEMBERS

C. VILLAGE ATTORNEY

D. VILLAGE CLERK

CERTIFICATION OF GENERAL ELECTION RESULTS

ELECTION OF VICE MAYOR PURUSANT TO SECTION 2.02(B) OF THE VILLAGE

CHARTER

PROPOSED 2027 VILLAGE COUNCIL MEETING SCHEDULE

12. OTHER BUSINESS/GENERAL DISCUSSION

13. SCHEDULE OF FUTURE MEETINGS/EVENTS:

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.