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

SPECIAL COUNCIL MEETING

TUESDAY, JUNE 30, 2026
6:15 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. 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.

4. SPECIAL PRESENTATIONS

4.A. VILLAGE OF KEY BISCAYNE ANNUAL COMPREHENSIVE FINANCIAL REPORT GIVEN BY ANDREW S. FIERMAN WITH CABALLERO FIERMAN LLERENA & GARCIA LLP (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

5. 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.)

5.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AND ACCEPTING A PUBLIC ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE ISLAND HOUSE APARTMENTS, INC. RELATING TO THE PROPERTY LOCATED AT 200 OCEAN LANE DRIVE**; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 1

6. ORDINANCE:

6.A. 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. (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA)
FIRST READING

RECOMMENDATION: APPROVAL

TAB 2

7. RESOLUTION:

7.A. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING VARIOUS CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2026-03 FOR CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES**; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (PUBLIC WORKS DIRECTOR CHRISTOPHER MIRANDA AND BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 3

8. OTHER BUSINESS/GENERAL DISCUSSION
FPL INSTALLATION OF HARDENING EQUIPMENT, AND LINES (COUNCILMEMBER STONER)

9. SCHEDULE OF FUTURE MEETINGS/EVENTS:

BUDGET WORKSHOP
TUESDAY, JUNE 30, 2026, 6:30 P.M., COUNCIL CHAMBER

QUALIFYING PERIOD FOR THE OFFICE OF VILLAGE COUNCIL
FROM 12:00 P.M. NOON ON MONDAY, AUGUST 10, 2026 AND NO LATER THAN 12:00 P.M. NOON ON THURSDAY, AUGUST 20, 2026, OFFICE OF THE VILLAGE CLERK

PRIMARY ELECTION
TUESDAY, AUGUST 18, 2026, 7:00 A.M. TO 7:00 P.M., KEY BISCAYNE COMMUNITY CENTER

REGULAR COUNCIL MEETING
TUESDAY, AUGUST 25, 2026, 6:30 P.M., COUNCIL CHAMBER

10. 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.

VILLAGE OF KEY BISCAYNE

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

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: June 30, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

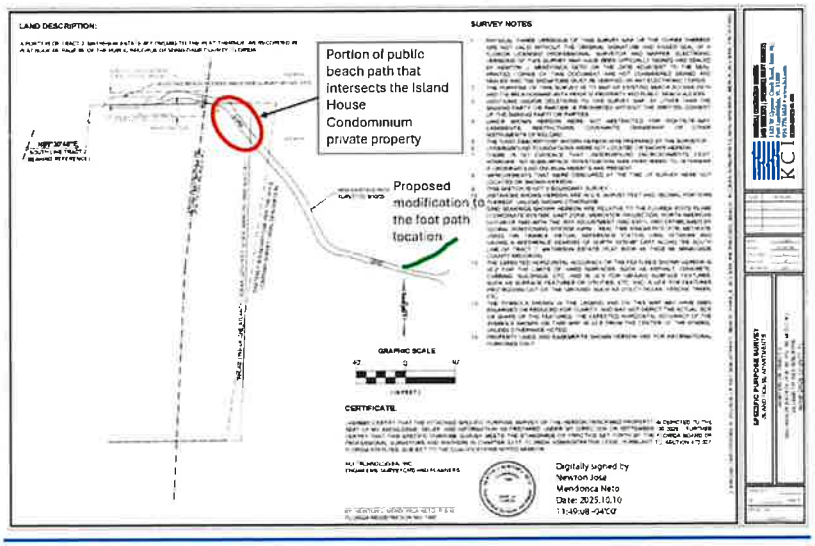
RE: Easement Agreement between the Village of Key Biscayne and the Island House Condominium

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to execute an easement agreement with the Island House Condominium to allow a new public beach access footpath through the dune line, crossing the northeast corner of the Island House Condominium's private property.

DISCUSSION

Purpose: This easement agreement would complement the previous easement agreement (signed July 18, 2024) with the Commodore Club South (CCS) condominium that established a public beach access path at the end of Ocean Lane Drive. The new unpaved foot path through the dunes to ingress and egress the beach intersects the northeast corner of the private property of the Island House and this easement agreement is an allowance for that intersection (see figure below).



Background: One of the reasons the USACE agreed to accept the Village's request for a waiver for inclusion into the ongoing feasibility study for potential integration into its 50-year beach

management program is because the Village agreed to establish additional beach access points that would be available to the public. For the ~1.2 mile stretch of Key Biscayne beach, USACE ¼ mile spacing requirements dictated that a total of 5 public access points be available as depicted below.

The Village identified five (5) access points that are being considered as a public access as follows:

1- Public Path #1 (PA-1): Between CCS and Island House (**COMPLETED**)

2- Public Path #2 (PA-2): Oceana North (**COMPLETED**)

3- Public Path #3 (PA-3): Oceana South (**COMPLETED**)

4- Public Path #4 (PA-4): Between the Sands and KB Beach Club (**COMPLETED**)

5- Public Path #5 (PA-5): Between Ocean Club and Casa Del Mar (**PENDING**)

Two paths (Oceana North and Oceana South) of the five public access points are already established. A third path has been secured through an easement agreement with the Sands Condominium and has been recorded with the County, redesigned and renovated by the director of Public Works. A fourth path has been secured through an easement agreement with the CCS Condominium and has been recorded with the County and is to be redesigned in the future. A portion of the public path between CCS and the Island House passes through the northeast corner of the Island House private property as that was the most pedestrian and environmentally friendly way to get on and off the beach.

Justification: Finalizing this public beach access was a requirement of being accepted into the US Army Corps of Engineers feasibility study for entry into the long term (50-year) federal shoreline protection program (CSRM)

Implementation/Integration Plan: The public path will be renovated to meet ADA standards and will be maintained by the Village of Key Biscayne in perpetuity. The total fee for improving the path is estimated not to exceed $100,000. Funding will be proposed for the FY25/26 Capital Budget. An FDEP Coastal Partnership Initiatives Grant will be submitted to try and obtain external funding to cover the cost of renovating the path. Deadline for submission of the grant application is October 15 of any given year.

Per the easement agreement with the Commodore Club South Condominium and this complementary easement agreement with the Island House Condominium, the Village will take responsibility and cost for renovating the beach access path made public as well as the unpaved foot path through the dune. The Village will maintain the path and be modified as needed to be ADA compliant and safe to users of the path. The public beach access path will not be advertised. No public parking will be provided beyond what currently exists along Crandon Boulevard and other public parking locations and the public access will be available to those who may come to it using Freebee, walking, biking or some other. The path will be available to the general public and will not be gated or locked, unless a decision is made to lock all paths from sundown to sun-up. The Village will be maintaining the public beach access paths in the same manner as it maintains public parks. No restrooms will be built to serve the public beach access paths.

RESOURCE IMPACT

- **Recurring Funding:** This path will require cleaning and maintenance on a weekly basis similar to the other public beach access paths overseen by the Village.
- **Personnel**: The same personnel utilized for maintenance of the four other public beach access paths will be utilized to ensure that this path is clean, clear and safe for the public accessing the beach.
- **Equipment**: Gator, trash collection, leaf blower, plant trimmer
- **Facilities:** Not Applicable
- **Training:** Not Applicable

FUNDING SOURCES

- ***GL Code:*** Not Applicable for the purpose of securing the easement agreement
- ***Budget Line-Item:*** Not Applicable for the purpose of securing the easement agreement
- ***Amount:*** Not Applicable for the purpose of securing the easement agreement
- ***Maintenance & Repair:*** Not Applicable for the purpose of securing the easement agreement

STRATEGIC CONNECTION (GOAL / FOCUS AREA)

This easement agreement is related to the feasibility study being undertaken by the US Army Corp of Engineers (USACE) to integrate the Village of Key Biscayne into the federal Coastal Storm Risk Management program and the development of a whole of island shoreline protection approach.

- Goal: Resilient and Sustainable Environment and Infrastructure
- Focus Area: Protect Shorelines
- Action: Conduct USACE Beach and Back-Bay Feasibility Study

ATTACHMENT(S)

A. Easement Agreement

Prepared by: Dr. Roland Samimy

Department Director: Chris Miranda | Public Works

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, APPROVING AND ACCEPTING A PUBLIC ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE ISLAND HOUSE APARTMENTS, INC. RELATING TO THE PROPERTY LOCATED AT 200 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") recently constructed a public beach access path commencing at the end of Ocean Lane Drive; and

WHEREAS, a small portion of this path was inadvertently constructed across the Island House Apartments, Inc. ("Island House") property located at 200 Ocean Lane Drive (the "Property"); and

WHEREAS, Island House has voluntarily agreed to grant the Village an easement for the portion of the public beach access path that runs across the northeast corner of the Property (the "Easement"); and

WHEREAS, the Village Council desires to approve and accept the Easement, in substantially the same 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 Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Easement Approved and Accepted.** The Village Council hereby approves and accepts the Easement relating to the Property in substantially the form attached hereto as Exhibit "A."

Section 3. **Implementation.** The Village Manager is hereby authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. **Authorization.** The Village Council hereby authorizes the Village Manager to execute the Easement in substantially the form attached hereto as Exhibit "A," subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 5. **Effective Date.** 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

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Javier E. Fernández, Esq.
SMGQ Law
201 Alhambra Circle, Suite 1205
Coral Gables, Florida 33134

For Recording Purposes Only

PUBLIC ACCESS EASEMENT
AND DEDICATION AGREEMENT

THIS PUBLIC ACCESS EASEMENT AND DEDICATION AGREEMENT (this "Agreement") is made this ___ day of _____, 2026, by THE ISLAND HOUSE APARTMENTS, INC., a Florida nonprofit corporation, (hereinafter referred to as the "Grantor"), and the Village of Key Biscayne, a Florida municipal corporation (hereinafter referred to as the "Village").

R E C I T A L S:

WHEREAS, Grantor owns fee simple title to certain real property located in Miami-Dade County, Florida, and more specifically within the boundaries of the Village, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area");

WHEREAS, Village determined that its beaches are in need of renourishment and in connection *therewith* has requested federal assistance ("Re-Nourishment Program");

WHEREAS, as a condition of the Re-Nourishment Program, the Village is required to ensure that the general public have access to the beaches located within the Village ("Village Beaches") at certain designated intervals;

WHEREAS, the Village determined that access from an easement granted by Grantor's neighboring property owner, the Commodore Club South Condominium, Inc., a Florida nonprofit corporation, ("CCSC Easement"), would provide a suitable access point as required by the Re-Nourishment Program in accordance with the federal program requirements;

WHEREAS, in constructing the beach access path pursuant to the CCSC Easement, the Village, or its agent(s), inadvertently constructed a portion of the path on the Grantor's property, and, in connection with agreed modifications to such path, the Grantor has agreed to grant the Village an easement over the Easement Area.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and are hereby incorporated into this Agreement as is fully set forth herein.

2. Dedication of Beach Access Easements. Grantor does hereby dedicate, grant and convey to the Village, a non-exclusive use of the Easement Area as described on Exhibit A attached hereto, for the benefit of the general public, for the purposes of pedestrian and bicycle ingress and egress to and from the Village Beaches or Atlantic Ocean, allowing for the use and benefit of the Village Beaches, including the right of access and ingress and egress for maintenance vehicles for Village Beach maintenance and emergency services. Maintenance vehicles on the Easement Areas for routine (daily or weekly) beach maintenance purposes shall be limited to All Terrain Vehicles (ATV) and/or similar vehicles that will not compromise the safety or soundness of the sewer lines that run beneath the Easement Area or the paved path itself. In connection with non-routine beach re-nourishment performed by the Village, (and/or its contractor or vendor) in order to utilize vehicles larger than ATV's, the Village shall obtain advanced written approval from Grantor not less than ten (10) days before the use of such larger vehicles which shall not exceed three (3) times per calendar year. Provided however, any requests for access exceeding the three (3) times per year limit shall be subject to the prior written consent of the Grantor which shall not be unreasonably withheld.

3. Purpose and Use of Beach Access Dedication/Easement. The intent and purpose of the dedication granted to the Village on the Easement Area is solely to provide perpetual year-round pedestrian, bicycle and limited vehicular access (as described in Section 2 and below), to and from the beach or Atlantic Ocean to the Village, for the use and benefit of the public, as well as the right of access and ingress and egress for beach maintenance and emergency vehicles provided however that the use of sirens shall be prohibited on the Easement Area (except in the event of an emergency). It is understood that at no time may the Village use Easement Area in any other fashion whatsoever, including but not limited to holding a festival, party, music fest or any other event. Notwithstanding the foregoing, the easement granted herein for beach renourishment shall not unreasonably restrict or interfere with access to the beach for customary beach-related activities, including but not limited to the celebration of Independence Day on the Fourth of July and other established community events. The Village shall have the right to temporarily close and/or restrict use and access of the Easement Area for beach maintenance purposes, provided, the Village provides Grantor with written advance reasonable notice not less than ten (10) days before such closure and provided the closure does not exceed 24 hours' duration (and in the event of emergency situations requiring immediate closure, no notice by the Village shall be required). Provided however, that any requests for closure past the 24-hour limit shall be subject to the prior written consent of the Grantor not to be unreasonably withheld. Notwithstanding the foregoing, vehicular access shall be limited to maintenance, re-nourishment, emergency situations, and access for individuals with disabilities only. The Village shall work with Grantor to, collectively, develop a plan for access for individuals with disabilities and to the extent any cost is associated with these accommodations, the Village shall bear said cost.

4. **Improvements to Beach Easement Areas; Maintenance and Repair.** Village shall install and construct, at its sole cost and expense, and subject to Grantor's written approval, certain improvements on the Easement Area, to make the Easement Area suitable for pedestrian, bicycle and limited vehicular (as per Sections 2 and 3 above) access, including (a) installation of a paved path and/or walkway on the Beach Easement Areas; (b) landscaping (including landscaping at the entrance to the walkway); and (c) fencing or other barrier. No other construction on the Beach Easement Area shall be allowed, including bathrooms, showers, barbeque area or any other amenities or structures. The Improvements shall be subject to Grantor's approval before they are installed which shall not be unreasonably withheld. The Improvements shall be constructed in a manner to promote the safe ingress and egress to Ocean Lane Drive from the CCSC Easement. The Village shall have a duty to maintain and repair the Easement Area and the Improvements, at its sole cost and expense, in safe and good working condition and such that pedestrian and limited vehicular access (as per Sections 2 and 3 above) is not impaired or obstructed. The Village shall have a duty to keep the Easement Area and Improvements clear and free of trash, debris and rubbish and free of obstructions of every nature and shall provide adequate drainage at its sole cost and expense. No walls, fences, barriers, building, structure or any other sort of temporary or permanent obstruction shall be constructed or erected on or over the Easement Area that would impede, impair, block or obstruct any portion of the Easement Area or prevent or limit the reasonable movement of pedestrians and permitted vehicles on the Easement Area and access to and from the Village Beach or Atlantic Ocean. The Village shall not install lighting within the Easement Area without Grantor's written consent. The Village shall use fencing or a landscaping barrier, subject to Grantor's written approval, to direct beach goers to the sidewalk at the Island House Apartments entrance where a crosswalk will be installed by the Village to ensure pedestrians are visible to drivers on Ocean Lane Drive. The Village agrees that prior to the installation of any improvements to the Easement Area, it will submit all proposed improvements to the Grantor for Grantor's written approval. The Village, in its sole discretion and expense, will ensure adequate police presence, as needed, at the Easement Area

5. **Incidental Rights.** The rights granted herein to the Village shall likewise include all incidental rights reasonably necessary for the use and enjoyment of such rights and such incidental rights are hereby created, granted, and declared, although said incidental rights shall not include those which are exclusive to property ownership such as air rights, rights to underground natural resources, rental rights, rights to build structures other than those delineated above.

6. **Amendment.** This Agreement shall not be changed, amended, or modified except by an instrument in writing, executed by both parties to this Agreement.

7. **Duration.** The easement rights contained herein shall be perpetual, but may be terminated by the Village, in its sole discretion, but only in the event that there is no federal assistance provided with respect to the Re-Nourishment Program, and the Village council approves such termination after a public hearing. In the event of such termination, Grantor shall have the sole authority to determine whether the Improvements are to remain in the Easement Area or be removed by the Village at the Village's sole cost and expense.

8. **Covenants Running with the Land; Successors and Assigns.** It is intended that each of the dedications, easements, covenants, conditions, restrictions, rights, and obligations set

forth herein shall run with the land of Grantor and create an equitable servitude in favor of the Village, its successors and/or assigns, and shall bind Grantor, its successors and assigns.

9. Enforcement. The Village and Grantor shall each have the right to pursue and legally enforce this Agreement and the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, including, but not limited to, all maintenance obligations of the Village on the Easement Area and repair obligations of the Village set forth in this Agreement, by whatever action or actions are legally available, including without limitation, any equitable remedy, injunction or specific performance. The Village and Grantor shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure any default of this Agreement and enforce the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, at the sole cost and expense of the violating party. In addition, the Village and Grantor shall each have the right to notify the other party that it is in violation of this Agreement by providing written Notice of Default advising of the default with specificity and providing a thirty (30) day opportunity for the defaulting party to cure the default. Failure to cure the default within 30 days to the satisfaction of the non-defaulting party (or if more than 30 days are needed to cure the default then failure to begin the process of curing the default to the satisfaction of the non-defaulting party) gives rise to the non-defaulting party's right to pursue all rights under this Agreement. The non-defaulting party shall then issue a Final Notice of Default and Opportunity to Cure to the defaulting party providing a final thirty (30) day opportunity for the defaulting party to cure the default. The non-defaulting party shall be entitled to seek injunctive and other equitable relief to enforce their respective rights and remedies under this Agreement should the defaulting party fail to cure the default within the final 30-day period to the satisfaction of the non-defaulting party.

10. Attorney's Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding. All Attorney's fees and costs incurred in connection with the preparation and negotiation of this Agreement shall be paid by the Village and shall be paid within thirty (30) days of receipt of invoice(s) from Grantor or execution of this Agreement, whichever is earlier.

11. Severability. Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision in this Agreement is held to be depended upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

12. Governing Laws. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue shall be in Miami-Dade County Florida.

13. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail for each party indicated below and addressed as follows:

To Grantor: The Island House Apartments, Inc.
c/o Property Manager
200 Ocean Lane Drive
Key Biscayne, FL 33149

With a copy to: Grantor's Counsel
Javier E. Fernández
SMGQ Law
201 Alhambra Circle, Ste. 1205
Coral Gables, FL. 33134

To Village: Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

14. **Warranties and Representations.** Grantor does hereby covenant and represent to Village that: (a) to the best of its knowledge, it is lawfully seized and possessed of the Easement Area, subject to any easements of record; and (b) the execution and performance of this Agreement by Grantor has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Village and Grantor in accordance with its terms.

15. **Indemnification for Beach Maintenance and Re-Nourishment.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended from time to time), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall indemnify and hold harmless Grantor, and its officers, directors, successors and/or assigns, from and against all costs, expenses, losses, claims or damages, including reasonable attorneys' fees and costs at trial and appellate levels, relating to death or personal injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with the Easement Area, except any and all costs, expenses, losses, claims or damages, resulting from, arising out of, or incurred in connection any acts or omissions, including intentional and negligent acts, of Grantor or any of its officers, guests, invitees, employees, agents or contractors. Additionally, the Village agrees to indemnify and hold harmless Grantor, and its successors and/or assigns from and against all costs, expenses, losses,

claims or damages, including reasonable attorney's fees and costs at the trial and appellate levels in connection with any litigation, actions, demands, costs, expenses, losses claims or damages arising out of or in connection with Grantor's entry of the subject Agreement with the Village, and in connection with the easement rights contained herein, including but not limited to any claims challenging the Grantor's authority to enter into the subject Agreement and easement. Notwithstanding the foregoing, nothing in this Agreement will be construed to affect or waive in any way the monetary limitations of Section 768.28, Florida Statutes, which immunities and limitations shall be applicable regardless of whether such provisions would otherwise apply.

16. Breach of Contract. In the event of a non-appealable judicial determination the Village failed to fulfill its obligations to maintain Easement Area or has interfered with the use of the Easement Area under this provision, such failure shall constitute a breach of contract. Both parties acknowledge and agree that in the event of such a breach, the Village shall waive any sovereign immunity protection it may have with respect to claims arising from the breach of this specific provision. The Village shall be liable for any damages, losses, or costs incurred by the Grantor as a direct result of the failure to maintain the Easement Area, as specified herein. This waiver of sovereign immunity specifically applies to claims arising from the breach of the Easement Area maintenance obligation and interference of use and does not constitute a general waiver of sovereign immunity for any other claims or disputes arising under this Agreement.

17. Parking and Mobility Devices. The Easement Area shall not be used or improved as a designated bicycle parking. Any such designated bicycle parking areas shall be located or placed within the right-of-way on Ocean Lane Drive or the westernmost portions of the CCCS Easement. Notwithstanding the foregoing, mobility devices used by individuals with disabilities, including but not limited to, wheelchairs (whether motorized or non-motorized), mobility scooters, walkers, and similar assistive devices, may be operated and temporarily parked within the Easement Area, as needed.

18. Miscellaneous.

A. Insurance. The Village shall, at all times, during the term of this Agreement maintain appropriate insurance coverage sufficient to cover any injury to persons or damage to property caused by the acts of or use of the Easement Area by the Village, its officials, employees, agents, volunteers or invitees.

B. Modified Beach Path. The Modified Beach Path shall be created in the location requested by Grantor as shown on Exhibit B attached hereto and which includes work on dune habitats and revegetation of the existing path. Within 10 days from the Effective Date, the Grantor shall show proof of permit application to the Florida Department of Environmental Protection and upon approval from the FDEP, the Modified Beach Path shall be completed by not later than June 1, 2026.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:

THE ISLAND HOUSE APARTMENTS, INC., a Florida Not-For-Profit Corporation

WITNESSES:

By: _____
Print Name: _____
Address: _____
_____

By: _____
Name: _____

Title: _____

By: _____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2026, by _____, as _____, on behalf of THE ISLAND HOUSE APARTMENTS, INC., a Florida Not-For-Profit corporation. He/she [ ] is personally known to me or [✓] produced _____ as identification.

[SEAL]

_____
Notary Public, State of Florida

Commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESSES:

_____
By: _____
Print Name: _____
Address: _____

_____
By: _____
Print Name: _____
Address: _____
_____

Attest:

_____
Jocelyn B. Koch, CMC, as Village Clerk

Approved as to Form and Legal Sufficiency:

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

VILLAGE:
VILLAGE OF KEY BISCAYNE, a Florida municipal corporation

By: _____
Name: Steve Williamson
Title: Village Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this _____ day of _____, 2026, by Steve Williamson, as Village Manager of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the corporation. He [X] is personally known to me or [ ] produced _____ as identification.

[SEAL]

_____
Notary Public, State of Florida

Commission expires: _____

EXHIBIT A

EASEMENT AREA

EXHIBIT B

MODIFIED BEACH PATH

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: June 30, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to execute a construction agreement with V&G Construction Solutions Corp. in an amount not to exceed $2,384,688, inclusive of a contingency, for the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project. Additionally, authorize the Village Manager to exercise the option to perform roadway improvements at an additional cost not to exceed $190,188 of the 800 block of Harbor Drive under the same contract and unit prices established through ITB 2026-06.

DISCUSSION

Purpose: To improve Harbor Drive through reconstruction and repaving, enhancing roadway conditions, installing curbs for better drainage and definition, resurfacing traffic circles to calm speeds, and upgrading lane lines, pavement markings, and signage to improve safety and navigation. The project will strengthen pedestrian safety and accessibility while extending the useful life of this critical Village transportation corridor.

Background: The Harbor Drive Improvements Project is a priority transportation initiative identified in the Village's Capital Improvement Program. Harbor Drive is a primary travel corridor and designated evacuation route that runs through the residential area of the Village and has experienced significant deterioration in roadway conditions in recent years. Existing deficiencies contribute to poor mobility, compromised safety, and diminished ride quality for residents, cyclists, and pedestrians.

In response, the Village submitted a request for Mobility Impact Fee (MIF) funding through Miami-Dade County's Transportation Improvement Program, which was approved in 2023. Since that time, staff have advanced the project through required planning, design, and intergovernmental approvals.

The project includes roadway reconstruction, milling and resurfacing, maintenance of traffic, curb and concrete improvements, utility adjustments, patterned pavement, signage, pavement markings, and related enhancements to improve safety, mobility, and overall roadway performance.

On April 28, 2026, the Village issued Invitation to Bid (ITB) 2026-06 for construction of the project. Bids were solicited through DemandStar and opened on June 9, 2026, with twelve (12)

proposals received from qualified contractors. Following a review of responsiveness, qualifications, experience, and references, the three (3) highest-ranked firms are: Pedrail Systems LLC, V&G Construction Solutions Corp., and H & J Paving Corp. Staff conducted a comprehensive evaluation of all submissions, including responsiveness, qualifications, licensing, capacity, project experience, references, and ability to successfully deliver a project of similar scope and complexity.

Justification: Although Pedrail Systems LLC submitted the lowest bid, staff determined the firm did not demonstrate sufficient experience as a prime contractor on municipal roadway reconstruction projects of comparable size, complexity, and value. The firm did not provide verifiable evidence of successfully managing full project responsibilities, including maintenance of traffic, utility coordination, subcontractor oversight, scheduling, quality control, public coordination, and contract administration.

In contrast, V&G Construction Solutions Corp. demonstrated extensive experience delivering municipal roadway and infrastructure projects of similar scope and complexity as the prime contractor. The firm provided documented project history and strong references from Miami-Dade County, the Village of Palmetto Bay, the City of West Miami, the City of West Park, and the Miami-Dade Water and Sewer Department. Reference checks confirmed reliable performance, strong project management, adherence to schedules, responsiveness, quality workmanship, and effective coordination.

Based on this evaluation, staff determined that V&G Construction Solutions Corp. represents the lowest responsive and responsible bidder and offers the greatest assurance of successful project delivery. The proposed contract amount is not to exceed $2,384,688, with a contingency and the option to improve Harbor Drive along its 800 block. The firm is properly licensed in the State of Florida and has identified qualified subcontractors for all major project components, including milling, paving, patterned pavement, and striping. Miami-Dade County Department of Transportation and Public Works (DTPW) has reviewed and concurred with the Village's recommendation.

Implementation/Integration Plan:
The County has approved the selection of V&G Construction Solutions Corp and upon Council authorization at second reading, staff will finalize contract execution and issue a Notice to Proceed. Assuming the second reading takes place at the August 2026 meeting, construction would begin Fall 2026. Based on the contractor's submitted schedule, substantial completion is anticipated in March 2027, with final completion anticipated in June 2027.

RESOURCE IMPACT

- Recurring Funding: Annual maintenance, which will be substantially reduced
- Personnel: Public Works staff and consultant construction management personnel will provide project oversight.
- Equipment: No additional Village equipment purchases are required.
- Facilities: No facility impacts are anticipated.
- Training: None required.

FUNDING SOURCES

The Project is funded through a Joint Participation Agreement (JPA) between Miami-Dade County and the Village of Key Biscayne through the Mobility Impact Fee (MIF) funding. Under the JPA, Miami-Dade County has committed up to $1,915,059 in MIF funding toward eligible construction costs associated with the project. The County will only reimburse for costs associated with the project area of Harbor Drive from Crandon Boulevard to Mashta Circle. The additional 800 Block on Harbor Drive is not a part of the County's scope because it is not designated as an evacuation route by the County. This 800 Block portion will be 100% paid for by the Village out of the Capital Improvement Fund.

The proposed construction contract with V&G Construction Solutions Corp. in an amount not to exceed $2,384,688 includes the entire length of Harbor Drive, including the 800 Block. The difference between the County contribution and contract amount, together with any project-related costs not eligible for County reimbursement, will be funded through the Village's adopted Capital Improvement Program budget for the Harbor Drive Improvements Project. See table below for a detailed breakdown of costs and funding sources:

	Project Costs	***Miami-Dade County Mobility Impact Fee (MIF)***	***Village of Key Biscayne CIP***
Harbor Drive (Crandon to Mashta)			
Milling and Resurfacing	$1,748,307	$1,740,228	$0
Patterned Pavement	$246,693	$0	$246,693
Contract Total	$1,995,000	$1,740,228	$246,693
Contingency	$199,500	$174,831	$32,748
Segment Total	$2,194,500	$1,915,059	$279,441
Harbor Drive (800 Block)			
Milling and Resurfacing	$165,381	$0	$165,381
Contingency	$24,807	$0	$24,807
Segment Total	$190,188	$0	$190,188
Total All Scope Items	**$ 2,384,688**	**$ 1,915,059**	**$ 469,629**

* Miami-Dade County Mobility Impact Fee (MIF) funding is capped at $1,915,059.

- Contract Amount: $2,384,688
  - Total Max County MIF Contribution: $1,915,059
  - Village Share: $469,629
- Maintenance & Repair: N/A
- GL Code: 301-41-541-63098
- Budget Line-Item: Harbor Drive Improvements

STRATEGIC CONNECTION

The Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project directly supports the Village's strategic goal of creating an accessible, connected, and mobile transportation network. By resurfacing and reconstructing Harbor Drive, the project advances the focus area of alleviating traffic by improving mobility, roadway safety, drainage, and overall travel conditions for residents, visitors, pedestrians, and motorists.

- 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. Procurement Documents Links Sheet
B. Bid Tabulation Sheet
C. Procurement Recommendation of Award Memo for ITB No. 2026-06
D. Recommended Proposal – V & G Construction Solutions Corp.
E. Contractor Reference Check Questionnaire Summary
F. Justification for Award to Other Than Lowest Bidder Memorandum
G. Miami-Dade County Project Worksheet – Joint Participation Agreement (JPA)

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.

ORDINANCE NO. 2026-_____

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 _____ day of _____, 2026.

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

PROCUREMENT DOCUMENTS LINK

ITB # 2026-06 Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project

Below are links to procurement documents for:
(click on each line for document)

1. **Invitation to Bid (ITB)**
2. **Addendum No. 1**
4. **Bid Tabulation Sheet**
6. **Evaluation Recommendation**
7. **Recommended Proposal – V&G Construction Solutions Corp.**
8. **Purchase Requisition – N/A**

Daren Jairam, MBA, MHC
Procurement Officer
djairam@keybiscayne.fl.gov
305-365-7577

Tabulation Sheet

Attachment B

Agency Name Village of Key Biscayne

Bid Number ITB-2026-06 ITB-0-2026/dj

Bid Name Harbor Drive Milling, Resurfacing & Roadway Reconstruction

Bid Due Date 06/09/2026 11:30:00 Eastern

Bid Opening Closed

10 responses found.

✓ online, offline, ● not submitting, ! not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1.	Basile USA LLC	06/08/2026 17:23:58 Eastern	7353 NW 56th Street, Miami, FL, 33166	$3062039.0500	0.0000	Small Business	Bid Document	✓
2.	H & J ASPHALT, INC	06/09/2026 10:27:05 Eastern	4310 NW 35th Avenue, Miami, FL, 33142	$1973597.0000	0.0000		Bid Document	✓
3.	H&R Paving	06/08/2026 13:01:55 Eastern	1955 NW 110 Ave, Miami, FL, 33172	$3518263.0000	0.0000		Bid Document	✓
4.	Homestead Concrete & Drainage	06/09/2026 09:03:00 Eastern	221 SW 4th Ave, Homestead, FL, 33030	$2422389.0000	0.0000		Bid Document	✓
5.	JVA Engineering Contractor Inc	06/09/2026 09:27:01 Eastern	6600 NW 32nd Avenue, Miami, FL, 33147	$2968540.9000	0.0000	Hispanic Owned, Small Business	Bid Document	✓
6.	Master Road Finishers Corp.	06/09/2026 11:04:15 Eastern	18400 SW 202 ST, Miami, FL, 33187	$2489454.8000	0.0000		Bid Document	✓
7.	Metro Express Inc.	06/09/2026 09:16:54 Eastern	9390 NW 109h Street, Medley, FL, 33178	$3207726.0000	0.0000		Bid Document	✓
8.	PEDRAIL SYSTEMS LLC	06/08/2026 19:37:50 Eastern	13821 SW 114 TERR, Miami, FL, 33186	$1540000.0000	0.0000		Bid Document	✓
9.	The Stout Group, LLC	06/09/2026 10:29:34 Eastern	10850 NW 138th Street, Bay #3, Hialeah Gardens, FL, 33018	$2362153.6000	0.0000		Bid Document	✓
10.	V&G Construction Solutions, Corp.	06/09/2026 00:08:52 Eastern	9183 SW 152nd Path, Miami, FL, 33196	$1995000.0000	0.0000		Bid Document	✓

VILLAGE OF KEY BISCAYNE

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

Village Manager
Steven C. Williamson

MEMORANDUM

DATE: June 23, 2026

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

FROM: Daren Jairam, Procurement Officer

RE: Procurement Recommendation of Award for **ITB No. 2026-06 Harbor Drive Milling, Resurfacing & Roadway Reconstruction**

RECOMMENDATION

It is recommended that the Village Manager negotiate an agreement with **V&G Construction Solutions Corp.,** the most responsive, and responsible bidder for **Harbor Drive Milling, Resurface and Roadway Reconstruction** in the Village of Key Biscayne in the amount not to exceed $ 1,992,869.60.

BACKGROUND

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

The Village issued an Invitation to Bid (ITB) on April 28, 2026. The ITB was posted to the Village's website and Notice Board, DemandStar and Miami Herald. On May 14, 2026 , a non-mandatory pre-bid meeting was held for interested vendors where vendors attended, and a bid summary was given.

The ITB allows potential vendors to submit their best price specific to the scope of services. The vendor with the lowest bid, most responsive and responsible is recommended to the Village Manage and Council to be awarded. If the recommended vendor isn't the lowest bid a justification is given explaining why the vendor wasn't chosen.

SCOPE OF WORK

The Village of Key Biscayne seeks qualified, licensed contractors with experience to provide milling, resurfacing, and roadway reconstruction of Harbor Drive, from Crandon Boulevard to W. Mashta Drive (hereinafter the "Project"). The work encompasses the full limits of the roadway corridor as defined in the Contract Plans and Technical Specifications.

The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, and incidentals necessary to complete the Project in strict conformance with the Plans, Specifications, applicable codes, and all federal, state, and local regulatory requirements. The scope described herein is intended to convey the general nature and extent of the Work; it is not exhaustive. The Contractor is responsible for all work shown, noted, or reasonably implied by the Contract Documents in full accordance with the specifications, terms and conditions contained in Section 2 of this Invitation to Bid (ITB).
To qualify for award, prospective Proposers were required to:

88 West McIntyre Street • Key Biscayne, Florida 33149 (305) 365-5511 • www.keybiscayne.fl.gov
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."

A. Have a minimum of 5 years' experience.
B. Must be a general contractor.
C. Be a licensed, permitted, certifications and insured vendor/business in the State of Florida.

EVALUATION AND RANKING PROCESS

On March June 09, 2026, twelve (12) bids were received from the following contractors:

No.	Proposer	# of Subs	Years Experience	Total Cost
1.	Basile USA LLC.	2	17	3,061,965.20
2.	H & J Paving Corp.	3	50	2,125,575.30
3.	H & R Paving Inc.	4	49	3,518,263.00
4.	Homestead Concrete & Drainage	3	45	2,422,389.00
5.	JVA Engineering Contractor Inc.	2	24	2,968,506.47
6.	Master Road Finishers Corp.	2	10	2,489,445.80
7.	Metro Express Inc.	1	29	3,207,726.00
8.	Pedrail Systems LLC.	0	11	1,540,000.00
9.	The Stout Group LLC.	4	14	2,347,153.60
10.	V & G Construction Solutions Corp.	0	5.5	1,992,869.60
11.	All Construction and Plumbing Inc.		Non-responsive	
12.	Pimentel Construction Group		Non-responsive	

Procurement conducted a due diligence review of all submitted bids to assess responsiveness and responsibility. Among the bidders, **V&G Construction Solutions Corp.** was determined to be the most responsive and responsible. The firm is appropriately licensed, meets all qualification requirements, and provided the necessary certifications and strong references. No issues were identified that would suggest any of the responsive proposers were incapable of performing the required services.

The evaluation was conducted in accordance with the established criteria, and **V&G Construction Solutions Corp.,** clearly demonstrated the strongest overall position:

1. **Proven prime contractor experience**: V&G Construction Solutions Corp. has demonstrated, verifiable experience serving as the lead contractor on municipal roadway projects of comparable size and complexity, Pedrail could not document this, despite having some roadway-related work.
2. **References:** V&G Construction Solutions Corp. exhibited a proven track record of success, supported by consistently strong references. Multiple municipalities reported the highest level of satisfaction (5/5) with both the quality of work and overall service delivery.
3. **Demonstrated Capacity for Public Works Construction:** V&G Construction Solutions Corp. holds both a Certified General Contractor license (CGC1532398) and a Utility Contractor license (CUC1226416), which reflects broader construction capabilities relevant to roadway and infrastructure improvements and provides additional assurance regarding the firm's qualifications to perform the work.

Overall, **V&G Construction Solutions Corp.** demonstrated stronger municipal experience, proven

performance on similar roadway projects, and the capability to manage the milling, resurfacing, and reconstruction of Harbor Drive. Based on its qualifications, references, and experience, V&G Construction Solutions Corp. provides the best overall value to the Village.

RECOMMENDATION

It is recommended that the Village Manager execute a contract, substantially in the form attached as Exhibit A, with the most responsive and responsible Bidder – **V&G Construction Solutions Corp.**.

In the event an agreement cannot be reached with the Bidder, it is further recommended that the Village Manager terminate negotiations with that firm and proceed to negotiate with the next Bidder.

☐ Concur

☐ Reject

_____ _____

Steven Williamson – Village Manager Date

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

INVITATION TO BID

ITB # 2026-06

HARBOR DRIVE MILLING, RESURFACE & ROADWAY RECONSTRUCTION

CONTRACTOR: V&G CONSTRUCTION SOLUTIONS, CORP.

Bids Due: **June 09, 2026, 11:30 A.M.**

Submit To:

Via DemandStar
https://www.demandstar.com

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 13: Form of Performance Bond
- ☐ Form 14: Form of Payment Bond
- ☐ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☐ A: Draft Contract

EXHIBITS

- ☐ A: Scope of Services
- ☐ B: Fee Schedule/Price Proposal
- ☐ C: Certificate of Insurance
- ☐ D: Plans

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
V&G CONSTRUCTION SOLUTIONS, CORP
9183 S.W. 152ND PATH
MIAMI, FL 33196

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

BOND AMOUNT: $ Five Percent of Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Harbor Drive Milling, Resurfacing & Roadway Reconstruction ITB # 2026-06

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of June, 2026

María V. García O.
(Witness) Maria V. Garcia, Secretary

(Witness) Lisette Calderon

V&G CONSTRUCTION SOLUTIONS, CORP
(Principal) *(Seal)*

(Title) Guillermo Villanueva, Vice President

V&G Construction Solutions, Corp. CORPORATE SEAL 2020 Florida

The Ohio Casualty Insurance Company
(Surety) *(Seal)*

(Title) Warren M. Alter, Attorney-in-Fact

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

Seal No. 8218

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213376-984816**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David T. Satine; Jonathan A. Bursevich; Warren M. Alter

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of March, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of June, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
HARBOR DRIVE MILLING, RESURFACING AND ROADWAY RECONSTRUCTION
Solicitation No.:
ITB # 2026-06

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

Addendum No. 1, Dated 05/22/2026
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: V&G CONSTRUCTION SOLUTIONS, CORP.

Authorized Representative's Name: GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Email: gv@vgconsolutions.com

Phone Number: 786-492-9796

Address: 9183 SW 152 PATH, MIAMI, FL 33196

Authorized Signature: _____

FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

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

V&G CONSTRUCTION SOLUTIONS, CORP.

_____ a business existing under the laws of the State of FLORIDA, (the "Entity") held on MAY 12, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that, GUILLERMO VILLANUEVA, as VICE PRESIDENT of the Entity, be and is hereby authorized to execute this Proposal dated MAY 26, 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 26th day of MAY, 2026.

Secretary: MARIA GARCIA

Print Name: María V. García O.

President: MARCO GARCIA

Print Name: _____

(Seal)

V&G Construction Solutions, Corp. CORPORATE SEAL 2020 Florida

FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:
   V&G CONSTRUCTION SOLUTIONS, CORP.

2. Principal Business Address, Phone and Email Address:
   9183 SW 152 PATH, MIAMI, FL 33196
   786-492-9796
   estimating@vgconsolutions.com

3. Principal Contact Person(s):
   GUILLERMO VILLANUEVA
   MARCO GARCIA
   LISSETTE OQUERO

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

   A. If a corporation, in what state incorporated: FLORIDA
   B. Date Incorporated: 09/2020
   C. Federal ID Number (EIN) 85-2898216
   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
GUILLERMO VILLANUEVA	VICE PRESIDENT
MARCO GARCIA	PRESIDENT
MARIA GARCIA	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. 5.5 YEARS

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

	Name	Address	Title
A.	Y. GLEZ Striping, Inc	19755 SW 208 ST, Miami, Fl 33187	
B.	LG Milling, Corp.	11430 SW 193 St, Miami, FL 33157	
C.	McShea Contracting, LLC	508 Owen Ave. N, Lehigh Acres, FL 33971	
D.	LG Paving and Construction, Corp.	11430 SW 193 St, Miami, Fl 33157	

8. Outline specific areas of responsibility for each entity listed in Question 7.
   A. Striping
   B. Milling

C. Patterned Pavement
D. Asphalt Paving

9. County or municipal business tax receipt number (attach copies):
County: Miami Dade
Municipal: Unincorporated

10. Have you ever failed to complete any work awarded to you?
Yes ____ No ✓ **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 ✓ **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 ✓ **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 ✓ **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 ✓ **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 ✓ **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 ✓ **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 ✓ **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 ✓ **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,

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

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 ✓ **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** ✓ **If yes, attach a separate sheet of explanation.**

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

23. How soon after the award can you begin work? 30 Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:
CGC1532398
CUC1226416

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)

GUILLERMO VILLANUEVA
Print Name

VICE PRESIDENT
Title

05/26/2026
Date

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 26th day of June, 2026
by Guillermo Villanueva as Vice President
(Name of person acknowledging) *(Title)*
for V&G Construction Solutions, Corp.
(Company name)
Personally known to me X ~~or has produced Identification~~ ____, type of identification produced _____.

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

CLIENT REFERENCES

PLEASE PRINT CLEARLY

REFERENCE #1

Name of Company: MIAMI DADE COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Reference Contact Name: WILLIAMS GARCIA

Contact Title: PROJECT MANAGER

Contact Email: williams.garcia@miamidade.gov

Contract Start Date: 01/05/2026 **Contract End Date:** 05/29/2026

REFERENCE #2

Name of Company: VILLAGE OF PALMETTO BAY

Reference Contact Name: DANNY CASSALS

Contact Title: FIELD OPERATIONS MANAGER

Contact Email: dcasals@palmettobay-fl.gov

Contract Start Date: 01/2025 **Contract End Date:** 12/2025

REFERENCE #3

Name of Company: CITY OF WEST MIAMI

Reference Contact Name: LITSY PITTSER

Contact Title: DIRECTOR OF PUBLIC WORKS

Contact Email: lpittser@cityofwestmiami.gov

Contract Start Date: 01/2026 **Contract End Date:** 04/2026

REFERENCE #4

Name of Company: CITY OF WEST PARK

Reference Contact Name: GREG PERRY

Contact Title: DIRECTOR OF ENGINEERING AND CAPITAL IMPROVEMENTS

Contact Email: gperry@cityofwestpark.gov

Contract Start Date: 10/2025 **Contract End Date:** 12/2025

REFERENCE #5

Name of Company: MIAMI DADE COUNTY DEPARTMENT OF WATER AND SEWER

Reference Contact Name: KEITH SIMMONS

Contact Title: SENIOR INSPECTOR

Contact Email: keith.simmons@miamidade.gov

Contract Start Date: 02/2025 **Contract End Date:** 08/2026

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: GUILLERMO VILLANUEVA

For (Name of Proposing or Bidding Entity): V&G CONSTRUCTION SOLUTIONS, CORP.

Whose business address is: 9183 SW 152 PATH, MIAMI, FL 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

(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.

GV

Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

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

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[✓] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity,

or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

GV
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.

GV
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described

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

GV
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.

GV
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized

Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

GV_____
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 **HARBOR DRIVE MILLING, RESURFACING AND ROADWAY RECONSTRUCTION** 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.

GV_____
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.

GV_____
Respondent Initials

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

In the presence of:

Witness #1 Print Name: MARCO GARCIA

Witness #2 Print Name: MARIA GARCIA

Signed, sealed and delivered by:

Print Name: GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 26th day of June 2026, before me the undersigned, personally appeared Guillermo Villanueva, 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:

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 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

FORM 6B

INDEPENDENCE AFFIFAVIT

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

I am GUILLERMO VILLANUEVA of V&G CONSTRUCTION SOLUTIONS, CORP., 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

Signature (Blue ink only)

GUILLERMO VILLANUEVA

Print Name

VICE PRESIDENT

Title

05/27/2026

Date

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 26th day of May, 2026,

by Guillermo Villanueva as Vice President

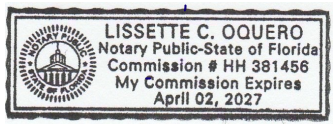
(Name of person acknowledging) *(Title)*

for V&G Construction Solutions, Corp.

(Company name)

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

(NOTARY SEAL HERE)



SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero

PRINT, TYPE/STAMP NAME OF NOTAR

FORM 6C

NON-COLLUSION AFFIDAVIT

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

1. He/She is GUILLERMO VILLANUEVA of V&G CONSTRUCTION SOLUTIONS, CORP., 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.

Signature (Blue ink only)

GUILLERMO VILLANUEVA
Print Name

VICE PRESIDENT
Title

05/27/2026
Date

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 26th day of May, 2026,

by Guillermo Villanueva as Vice President
(Name of person acknowledging) *(Title)*

for V&G Construction Solution s, Corp..
(Company name)

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

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that V&G CONSTRUCTION SOLUTIONS, CORP. 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.

Signature (Blue ink only)

GUILLERMO VILLANUEVA

Print Name

VICE PRESIDENT

Title

05/26/2026

Date

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 26th day of May, 2026

by Guillermo Villanueva as Vice President

(Name of person acknowledging) *(Title)*

for V&G Construction Solution s, Corp.

(Company name)

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

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

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

By submitting a proposal to do the work, the proposer certifies that a careful review of the 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 VICE PRESIDENT of V&G CONSTRUCTION SOLUTIONS, CORP., 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 Miami Dade)

The foregoing instrument was acknowledged before me this 26th day of May, 2026,

by GUILLERMO VILLANUEVA as VICE PRESIDENT
(Name of person acknowledging) *(Title)*

for V&G CONSTRUCTION SOLUTIONS, CORP.
(Company name)

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

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Lissette C. Oquero
SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

SCRUTINIZED COMPANIES

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

Proposer is not participating in a boycott of Israel;

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

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

GUILLERMO VILLANUEVA
Print Name

VICE PRESIDENT
Title

05/27/2026
Date

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 26th day of May, 2026 by Guillermo Villanueva as Vice President
(Name of person acknowledging) *(Title)*
for V&G Construction Solution s, Corp.
(Company name)

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

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10

PUBLIC ENTITY CRIMES

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

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

1. This sworn statement is submitted with Bid, Proposal or contract No. 2026-06

2. This sworn statement is submitted by: V&G CONSTRUCTION SOLUTIONS, CORP.
(name of entity submitting sworn statement)

whose business address is: 9183 SW 152 PATH, MIAMI, FL 33196

Federal Identification Number (FEIN) is: 85-2898216
(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: GUILLERMO VILLANUEVA
(print name of individual signing this document)

and my relationship to the entity is: VICE PRESIDENT/ONE OF THE OWNERS

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
   (a) A predecessor or successor of a person or a corporation convicted of a public

entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, 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

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

05/27/2026
Date

STATE OF Florida)
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 27th day of May, 2026

by 9183 SW 152 PATH, MIAMI, FL 33196 as VICE PRESIDENT

(Name of person acknowledging) *(Title)*

for V&G CONSTRUCTION SOLUTIONS, CORP..

(Company name)

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

(NOTARY SEAL HERE)

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Lissette C. Oquero A.
SIGNATURE OF NOTARY PUBLIC

Lissette C. Oquero
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO __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: V&G CONSTRUCTION SOLUTIONS, CORP.

Authorized Signature: _____

Print or Type Name: GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Date: 05/27/2026

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	LG MILLING, CORP.	MILLING	N/A
2	LG PAVING AND CONSTRUCTION, CORP.	ASPHALT PAVING	N/A
3	MCSHEA CONTRACTING, LLC	PATTERNED PAVEMENT	N/A
4	Y. GLEZ STRIPING, INC	STRIPING	N/A

Firm: V&G CONSTRUCTION SOLUTIONS, CORP.

Authorized Signature: _____

Print or Type Name: GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Date: 05/27/2026

FORM 15 N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

BIDDER'S REPRESENTATION

HARBOR DRIVE MILLING, RESURFACING AND ROADWAY RECONSTRUCTION

Proposal of V&G CONSTRUCTION SOLUTIONS, CORP.

(Name)

9183 SW 152 PATH, MIAMI, FL 33196

(Address)

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

HARBOR DRIVE MILLING, RESURFACING AND ROADWAY RECONSTRUCTION

("THE PROJECT")

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

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

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

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

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

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

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

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

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

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

Certificate of Competency No. CGC1532398

Bidder's Occupational License No. 7322262

WITNESS:

María V. García O.

Secretary

By: _____

Signature of Authorized Agent

[SEAL] V&G Construction Solutions Corp CORPORATE SEAL 2020 Florida

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.**

V&G Construction Solutions Corp CORPORATE SEAL 2020 Florida

In the presence of:

Witness #1 Print Name: Marco Garcia

María V. García O.

Witness #2 Print Name: Maria Garcia

Signed, sealed and delivered by:

Print Name: Guillermo Villanueva

Title: Vice President

Entity Name: V&G Construction Solutions, Corp.

ACKNOWLEDGMENT

State of Florida
County of Miami Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 26th day of May, 20 26, by Guillermo Villanueva (name of person) as Vice President (type of authority) for V&G Construction Solutions Corp (name of party on behalf of whom instrument is executed).

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 2027

Lissette C. Oquero A.
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 V&G Construction Solutions, Corp., a nongovernmental entity.

3. V&G Construction Solutions, Corp. 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: Marco Garcia

Witness #2 Print Name: Maria Garcia

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

Print Name: Guillermo Villanueva

Title: Vice President

Entity Name: V&G Construction Solutions, Corp.

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 26th day of May, 2026, by Guillermo Villanueva (name of person) as Vice President (type of authority) for V&G Construction Solutions Corp (name of party on behalf of whom instrument is executed).

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 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

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. V&G Construction Solutions, Corp. ("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: Marco Garcia

Witness #2 Print Name: Maria Garcia

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

Print Name: Guillermo Villanueva

Title: Vice President

Entity Name: V&G Construction Solutions, Corp.

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 26th day of May, 2026, by Guillermo Villanueva (name of person) as Vice President (type of authority) for V&G Construction Solutions Corp (name of party on behalf of whom instrument is executed).

LISSETTE C. OQUERO
Notary Public-State of Florida
Commission # HH 381456
My Commission Expires
April 02, 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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated JUNE 9th, 2026 , attached hereto and incorporated herein by reference.

EXHIBIT B

VILLAGE OF KEY BISCAYNE
HARBOR DRIVE MILLING, RESURFACING AND ROADWAY RECONSTRUCTION
PROPOSAL SCHEDULE

NAME OF PROPOSER: V&G CONSTRUCTION SOLUTIONS, CORP.
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 **Harbor Drive Milling, Resurfacing and Roadway Reconstruction** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 04/28/2026 including Addenda numbered 1 through _____, inclusive, for an all-inclusive Base Bid for **Harbor Drive Milling, Resurfacing and Roadway Reconstruction** 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.

SUMMARY OF QUANTITIES

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
0101- 1-	MOBILIZATION	LS	1	$153,461.32	$153,461.32
0102- 1-	MAINTENANCE OF TRAFFIC	LS	1	$42,522.24	$42,522.24
0104- 18	INLET PROTECTION SYSTEM	EA	74	$365.01	$27,010.74
0110- 1- 1	CLEARING AND GRUBBIN	LS/AC	1/4.83	$152,505.75	$152,505.75
0120- 1-	REGULAR EXCAVATION	CY	2777	$31.92	$88,641.84
0160- 4-	TYPE B STABILIZATION	SY	5444	$5.05	$27,492.20
0285-706-	OPTIONAL BASE, BASE GROUP 06	SY	4165	$29.46	$122,700.90
0285-704-	OPTIONAL BASE, BASE GROUP 04	SY	463	$39.62	$18,344.06
0327- 70- 5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	SY	18626	$3.73	$69,474.98
0334- 1- 13	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	TN	2889	$189.59	$547,725.51
0350- 30-13	CONC PAVEMENT FOR ROUNDABOUT APRON, 12''	SY	403	$294.50	$118,683.50
0425- 1-205	INLETS, CURB, TYPE 9, PARTIAL	EA	3	$500.00	$1,500.00
0425- 5-1	MANHOLE, ADJUST, UTILITIES	EA	75	$855.00	$64,125.00
0425- 6	VALVE BOXES, ADJUST	EA	47	$879.20	$41,322.40
0425- 6- 1	METER BOXES, ADJUST	EA	3	$1,099.00	$3,297.00
0520- 1-10	CONCRETE CURB & GUTTER, TYPE F	LF	3166	$24.60	$77,883.60
0520- 2- 1	CONCRETE CURB, TYPE A	LF	275	$29.50	$8,112.50
0520- 2- 2	CONCRETE CURB, TYPE B	LF	278	$26.55	$7,380.90
0520- 2- 4	CONCRETE CURB TYPE "D''	LF	521	$40.31	$21,001.51
0520- 2- 8	CONCRETE CURB, TYPE RA	LF	691	$24.60	$16,998.60
0522- 1-	CONCRETEDRIVEWAYS, 4" THICK	SY	212	$64.02	$13,572.24
0522- 2-	CONCRETE DRIVEWAYS, 611 THICK	SY	53	$106.80	$5,660.40

0523- 3-	PATTERNED PAVEMENT	SY	4165	$59.23	$246,692.95
0527- 2-	DETECTABLE WARNINGS	SF	260	$33.73	$8,769.80
0570- 1- 1	PERFORMANCE TURF	SY	550	$13.00	$7,150.00

SIGNAGE & PAVEMENT MARKING SUMMARY OF QUANTITIES					
PAY ITEM NUMBER	**PAY ITEM DESCRIPTION**	**UNIT**	**QUANTITY**		
0700- 1- 111	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	69	$603.96	$41,611.14
0700- 1- 500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	EA	5	$444.36	$2,221.80
0700- 1- 600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	EA	2	$115.24	$2,420.04
0706- 1- 3	RAISED PAVEMENT MARKER, TYPE B	EA	614	$5.15	$3,162.10
0711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	768	$3.18	$2,442.24
0711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	340	$6.36	$2,162.40
0711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6''	GM	0.02	$6,532.00	$130.64
0711-11-144	THERMOPLASTIC, STANDARD, WHITE, 2-2 DOTTED EXTENSION LINE, 12" FOR ROUNDABOUT	GM	0.048	$13,064.00	$627.07
0711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1	$118.56	$118.56
0711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	11	$97.94	$1,077.34
0711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	293	$4.21	$1,233.53
0711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6''	GM	4310	$6,532.00	$28,152.92
0711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6''	GM	2.696	$6,532.00	$17,610.28
	TOTAL			**$**	$1,995,000.00

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.

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: **Harbor Drive Milling, Resurfacing and Roadway Reconstruction** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Bidder's Name: GUILLERMO VILLANUEVA

Bidder's Email: gv@vgconsolutions.com

Bidder's Title: VICE PRESIDENT

Bidder's Signature: 

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
9183 SW 152ND PATH
MIAMI FL 33196

LICENSE NUMBER: CGC1532398

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/17/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
12845 SW 82ND PLACE
PINECREST FL 33156

LICENSE NUMBER: CUC1226416

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/30/2025

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.

Local Business Tax Receipt

Miami–Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7669857

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 1

SEC. TYPE OF BUSINESS
196 GENERAL BUILDING CONTRACTOR
CGC1532398

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

Local Business Tax Receipt

Miami–Dade County Office of The TaxCollector

–THIS IS NOT A BILL – DO NOT PAY

7322262

RECEIPT NO.
RENEWAL
7613458

BUSINESS NAME/LOCATION
V&G CONSTRUCTION
SOLUTUIONS CORP
9183 SW 152ND PATH
MIAMI, FL 33196-1262

EXPIRES
SEPTEMBER 30, 2026

Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
V&G CONSTRUCTION SOLUTIONS CORP
C/O GUILLERMO VILLANUEVA
Worker(s) 4

SEC. TYPE OF BUSINESS
196 GENERAL ENGINEERING CONTRACTOR
E2000451

PAYMENT RECEIVED BY TAX COLLECTOR
75.00 08/12/2025
PTBTE-25-301169

LBT

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 mdctaxcollector.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/12/2026

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
The Insurance Ladies
7777 DAVIE RD EXT
SUITE 304B
HOLLYWOOD FL 33024

CONTACT NAME: Diana Prieto
PHONE (A/C, No, Ext): (786) 838-4288 **FAX (A/C, No):**
E-MAIL ADDRESS: diana@insurance-xpert.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACCELERANT SPECIALTY INSURANCE COMPAN	
INSURER B : INFINITY ASSUR INS CO	39497K
INSURER C : EVANSTON INS CO	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
V&G Construction Solutions Corp
9183 SW 152nd Path
Miami FL 33196

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	H0031GL000476	12/27/2025	12/27/2026	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 [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			50018376601	10/14/2025	10/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EZXS3227347	12/27/2025	05/08/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

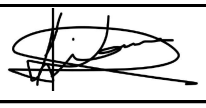
GENERAL LIABILITY FORM FOLLOWS EXCESS POLICY UNDER CG2037
CERTIFICATE HOLDER IS USTED AS ADDITIONAL INSURED ON GENERAL LIABILITY AND EXCESS POLICY

CERTIFICATE HOLDER

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): 1/5/2026

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
Madison Insurance Group
800 Oak Ridge Turnpike,
Suite B-200
Oak Ridge TN 37830

CONTACT NAME: Dannelle Carroll
PHONE (A/C, No, Ext): 8654810910 **FAX (A/C, No):** 8772999849
E-MAIL ADDRESS: coi@invopeo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance	10335
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 62171
Madison PEO, Inc.
800 Oak Ridge Turnpike, Suite A-500
Oak Ridge TN 37830

COVERAGES **CERTIFICATE NUMBER:** 372557810 **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** Y / N			0196-52202	1/1/2026	1/1/2027	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Coverage provided for all leased employees but not subcontractors of: V&G CONSTRUCTION SOLUTIONS CORP
Client effective date: 2/18/2024

CERTIFICATE HOLDER

CANCELLATION

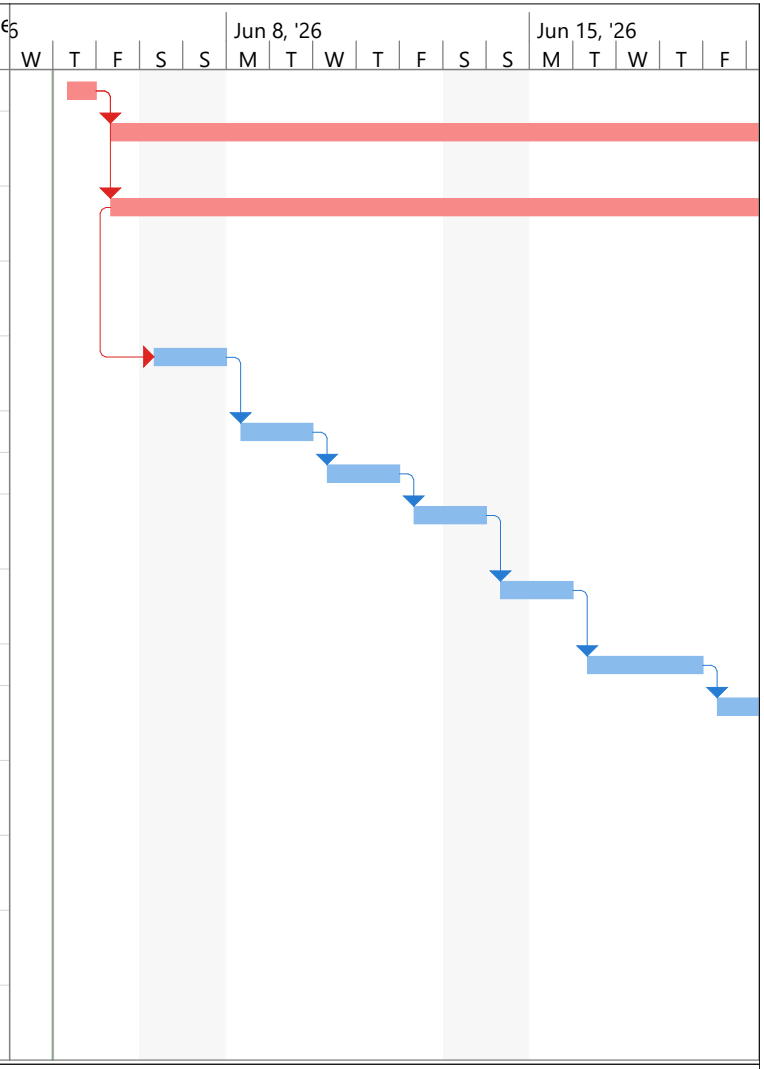
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Elizabeth King

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CPM SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predece
1		MOBILIZATION	1 day	Thu 6/4/26	Thu 6/4/26	
2		MAINTENANCE OF TRAFFIC	364 days	Fri 6/5/26	Thu 6/3/27	1
3		INLET PROTECTION SYSTEM	364 days	Fri 6/5/26	Thu 6/3/27	1
4		ROUND ABOUT HARBOR DR AND MASHTA DR	0 days	Thu 6/3/27	Thu 6/3/27	3
5		CLEARING AND GRUBBING	2 days	Sat 6/6/26	Sun 6/7/26	3SS+1 day
6		REGULAR EXCAVATION	2 days	Mon 6/8/26	Tue 6/9/26	5
7		TYPE B STABILIZATION	2 days	Wed 6/10/26	Thu 6/11/26	6
8		OPTIONAL BASE, GROUP 6 FIRST LIFT	2 days	Fri 6/12/26	Sat 6/13/26	7
9		TYPE D CURB AND TYPE F CURB & GUTTER	2 days	Sun 6/14/26	Mon 6/15/26	8
10		CONCRETE PAVEMENT	3 days	Tue 6/16/26	Thu 6/18/26	9
11		TYPE RA CURB AND GUTTER	2 days	Fri 6/19/26	Sat 6/20/26	10
12		OPTIONAL BASE, GROUP 6 FINAL LIFT	2 days	Sun 6/21/26	Mon 6/22/26	11
13		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	2 days	Tue 6/23/26	Wed 6/24/26	12
14		ROUND ABOUT HARBOR DR AND WESTWOOD DR	0 days	Wed 6/24/26	Wed 6/24/26	13
15		CLEARING AND GRUBBING	2 days	Thu 6/25/26	Fri 6/26/26	13



Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
Inactive Milestone	Finish-only	Manual Progress

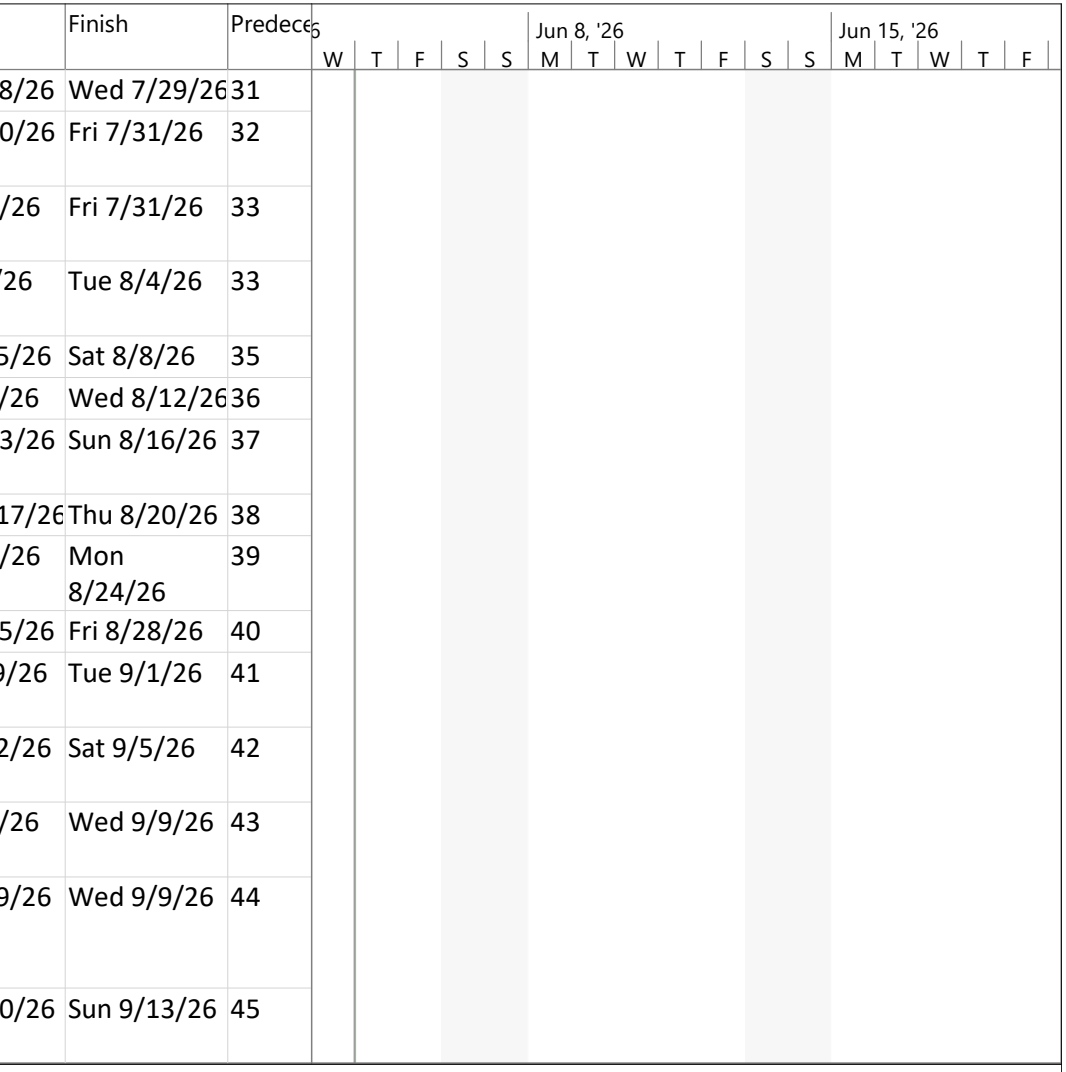
ID	Task Mode	Task Name	Duration	Start	Finish	Predece
16		REGULAR EXCAVATION	2 days	Sat 6/27/26	Sun 6/28/26	15
17		TYPE B STABILIZATION	2 days	Mon 6/29/26	Tue 6/30/26	16
18		OPTIONAL BASE, GROUP 6 FIRST LIFT	2 days	Wed 7/1/26	Thu 7/2/26	17
19		TYPE F CURB & GUTTER	2 days	Fri 7/3/26	Sat 7/4/26	18
20		SIDEWALK AND SIDEWALK RAMPS	2 days	Sun 7/5/26	Mon 7/6/26	19
21		CONCRETE PAVEMENT	3 days	Tue 7/7/26	Thu 7/9/26	20
22		TYPE RA CURB AND GUTTER	2 days	Fri 7/10/26	Sat 7/11/26	21
23		OPTIONAL BASE, GROUP 6 FINAL LIFT	2 days	Sun 7/12/26	Mon 7/13/26	22
24		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	2 days	Tue 7/14/26	Wed 7/15/26	23
25		CHICANE HARBOR DR AND W MCINTYRE ST	0 days	Wed 7/15/26	Wed 7/15/26	24
26		CLEARING AND GRUBBING	2 days	Thu 7/16/26	Fri 7/17/26	24
27		REGULAR EXCAVATION	2 days	Sat 7/18/26	Sun 7/19/26	26
28		TYPE B STABILIZATION	2 days	Mon 7/20/26	Tue 7/21/26	27
29		OPTIONAL BASE, GROUP 6 FIRST LIFT	2 days	Wed 7/22/26	Thu 7/23/26	28
30		TYPE A CURB	2 days	Fri 7/24/26	Sat 7/25/26	29
31		OPTIONAL BASE, GROUP 6 FINAL LIFT	2 days	Sun 7/26/26	Mon 7/27/26	30



Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Critical	
Project Summary		Manual Summary		Critical Split	
Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress	

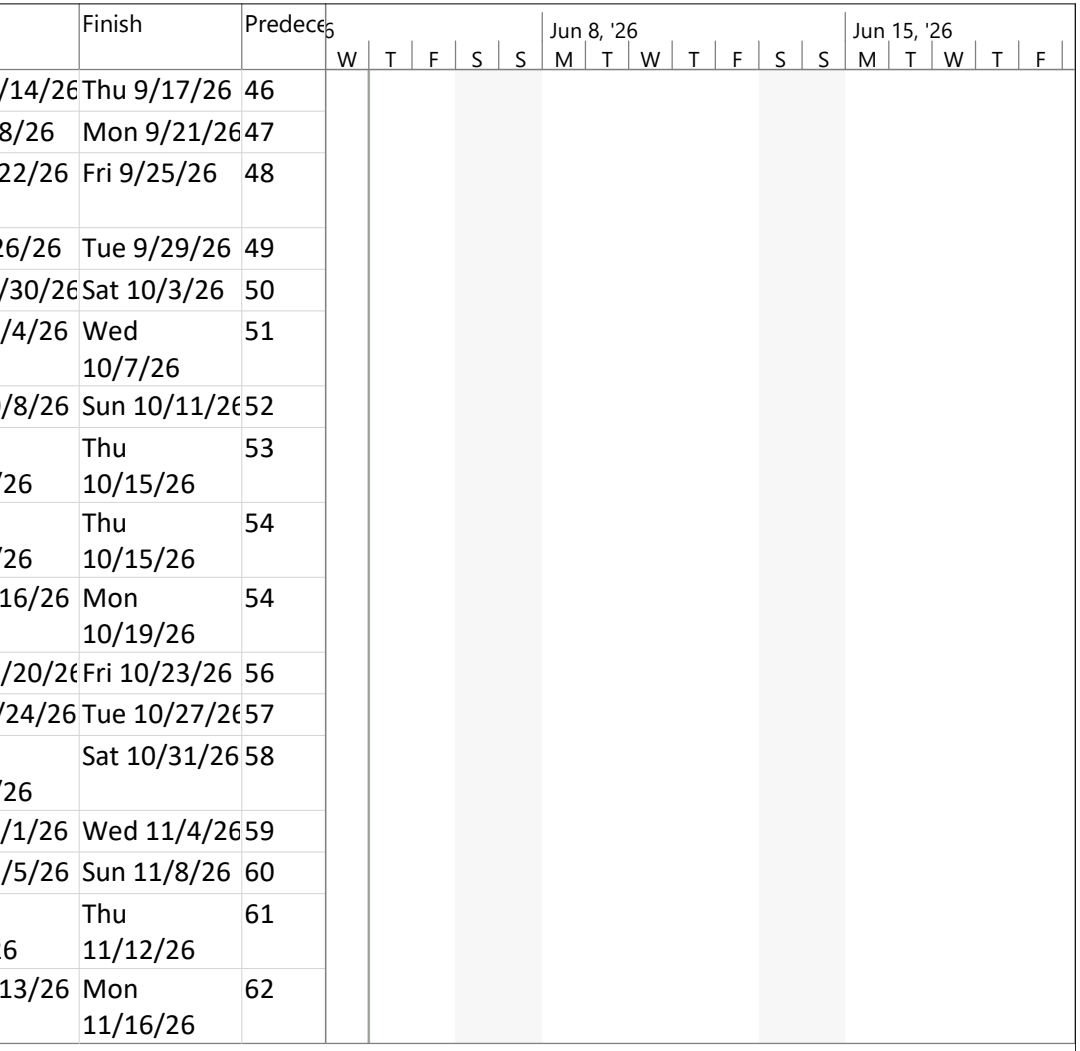
ID	Task Mode	Task Name	Duration	Start	Finish	Predece
32		SIDEWALK RAMPS	2 days	Tue 7/28/26	Wed 7/29/26	31
33		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	2 days	Thu 7/30/26	Fri 7/31/26	32
34		ROUND ABOUT HARBOR DR AND W HEATHER DR	0 days	Fri 7/31/26	Fri 7/31/26	33
35		CLEARING AND GRUBBING	4 days	Sat 8/1/26	Tue 8/4/26	33
36		REGULAR EXCAVATION	4 days	Wed 8/5/26	Sat 8/8/26	35
37		TYPE B STABILIZATION	4 days	Sun 8/9/26	Wed 8/12/26	36
38		OPTIONAL BASE, GROUP 6 FIRST LIFT	4 days	Thu 8/13/26	Sun 8/16/26	37
39		TYPE F CURB & GUTTER	4 days	Mon 8/17/26	Thu 8/20/26	38
40		SIDEWALK AND SIDEWALK RAMPS	4 days	Fri 8/21/26	Mon 8/24/26	39
41		CONCRETE PAVEMENT	4 days	Tue 8/25/26	Fri 8/28/26	40
42		TYPE RA CURB AND GUTTER	4 days	Sat 8/29/26	Tue 9/1/26	41
43		OPTIONAL BASE, GROUP 6 FINAL LIFT	4 days	Wed 9/2/26	Sat 9/5/26	42
44		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	4 days	Sun 9/6/26	Wed 9/9/26	43
45		CHICANE HARBOR DR BETWEEN HARBOR CT AND CYPRESS DR	0 days	Wed 9/9/26	Wed 9/9/26	44
46		CLEARING AND GRUBBING	4 days	Thu 9/10/26	Sun 9/13/26	45



Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Critical	
Project Summary		Manual Summary		Critical Split	
Inactive Task		Start-only		Progress	
Inactive Milestone		Finish-only		Manual Progress	

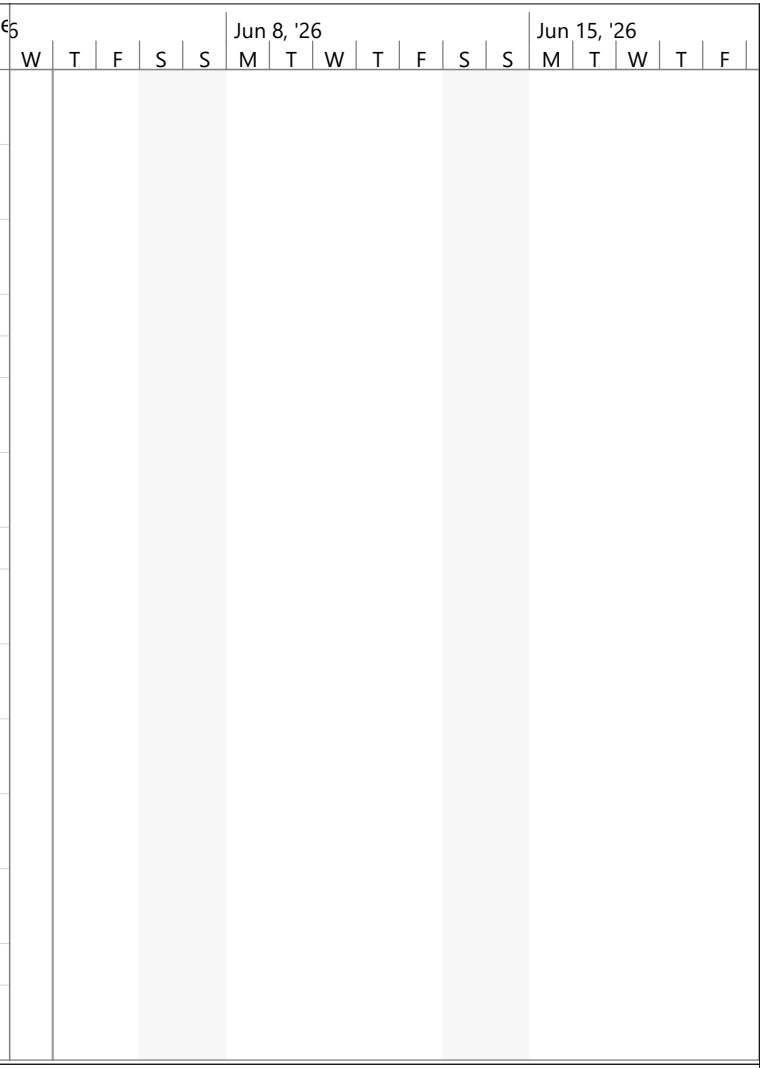
ID	Task Mode	Task Name	Duration	Start	Finish	Predece
47		REGULAR EXCAVATION	4 days	Mon 9/14/26	Thu 9/17/26	46
48		TYPE B STABILIZATION	4 days	Fri 9/18/26	Mon 9/21/26	47
49		OPTIONAL BASE, GROUP 6 FIRST LIFT	4 days	Tue 9/22/26	Fri 9/25/26	48
50		TYPE F CURB AND GUTTER	4 days	Sat 9/26/26	Tue 9/29/26	49
51		TYPE A CURB	4 days	Wed 9/30/26	Sat 10/3/26	50
52		OPTIONAL BASE, GROUP 6 FINAL LIFT	4 days	Sun 10/4/26	Wed 10/7/26	51
53		SIDEWALK RAMPS	4 days	Thu 10/8/26	Sun 10/11/26	52
54		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	4 days	Mon 10/12/26	Thu 10/15/26	53
55		ROUND ABOUT HARBOR DR AND WOODCREST RD	0 days	Thu 10/15/26	Thu 10/15/26	54
56		CLEARING AND GRUBBING	4 days	Fri 10/16/26	Mon 10/19/26	54
57		REGULAR EXCAVATION	4 days	Tue 10/20/26	Fri 10/23/26	56
58		TYPE B STABILIZATION	4 days	Sat 10/24/26	Tue 10/27/26	57
59		OPTIONAL BASE, GROUP 6 FIRST LIFT	4 days	Wed 10/28/26	Sat 10/31/26	58
60		TYPE F CURB & GUTTER	4 days	Sun 11/1/26	Wed 11/4/26	59
61		CONCRETE PAVEMENT	4 days	Thu 11/5/26	Sun 11/8/26	60
62		TYPE RA CURB AND GUTTER	4 days	Mon 11/9/26	Thu 11/12/26	61
63		OPTIONAL BASE, GROUP 6 FINAL LIFT	4 days	Fri 11/13/26	Mon 11/16/26	62



Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
Inactive Milestone	Finish-only	Manual Progress

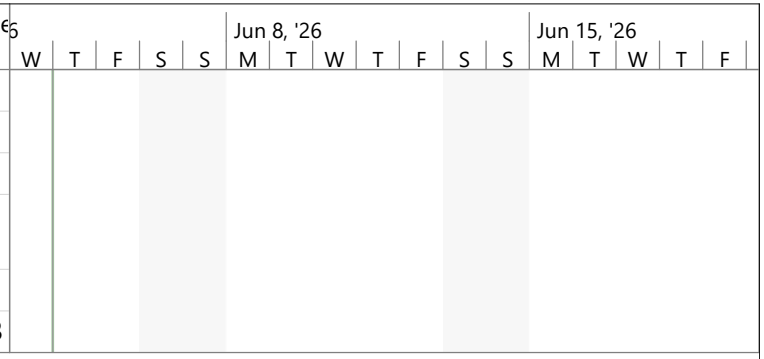
ID	Task Mode	Task Name	Duration	Start	Finish	Predece
64		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	4 days	Tue 11/17/26	Fri 11/20/26	63
65		ROUND ABOUT HARBOR DR AND FERNWOOD RD	0 days	Fri 11/20/26	Fri 11/20/26	64
66		CLEARING AND GRUBBING	4 days	Sat 11/21/26	Tue 11/24/26	64
67		REGULAR EXCAVATION	4 days	Wed 11/25/2	Sat 11/28/26	66
68		TYPE B STABILIZATION	4 days	Sun 11/29/26	Wed 12/2/26	67
69		OPTIONAL BASE, GROUP 6 FIRST LIFT	4 days	Thu 12/3/26	Sun 12/6/26	68
70		TYPE D CURB AND TYPE F CURB & GUTTER	4 days	Mon 12/7/26	Thu 12/10/26	69
71		CONCRETE PAVEMENT	4 days	Fri 12/11/26	Mon 12/14/2	70
72		TYPE RA CURB AND GUTTER	4 days	Tue 12/15/26	Fri 12/18/26	71
73		SIDEWALK AND SIDEWALK RAMPS	4 days	Sat 12/19/26	Tue 12/22/26	72
74		OPTIONAL BASE, GROUP 6 FINAL LIFT	4 days	Wed 12/23/26	Sat 12/26/26	73
75		SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC C	4 days	Sun 12/27/26	Wed 12/30/26	74
76		CONCRETE DRIVEWAYS 4 INCHES AND 6 INCHES	3 days	Thu 12/31/26	Sat 1/2/27	75
77		UTILITY ADJUSTMENTS	8 days	Sun 1/3/27	Sun 1/10/27	76
78		MILLING AND RESURFACING	30 days	Mon 1/11/27	Tue 2/9/27	77



Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
Inactive Milestone	Finish-only	Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predece
79		PATTERNED PAVEMENT	30 days	Wed 2/10/27	Thu 3/11/27	78
80		SIGNAGE AND STRIPING	10 days	Fri 3/12/27	Sun 3/21/27	79
81		PERFORMANCE TURF	7 days	Mon 3/22/27	Sun 3/28/27	80
82		SUBSTANTIAL COMPLETION	0 days	Sun 3/28/27	Sun 3/28/27	81
83		PUNCHLIST	66 days	Mon 3/29/27	Wed 6/2/27	82
84		FINAL COMPLETION	0 days	Thu 6/3/27	Thu 6/3/27	83,2,3



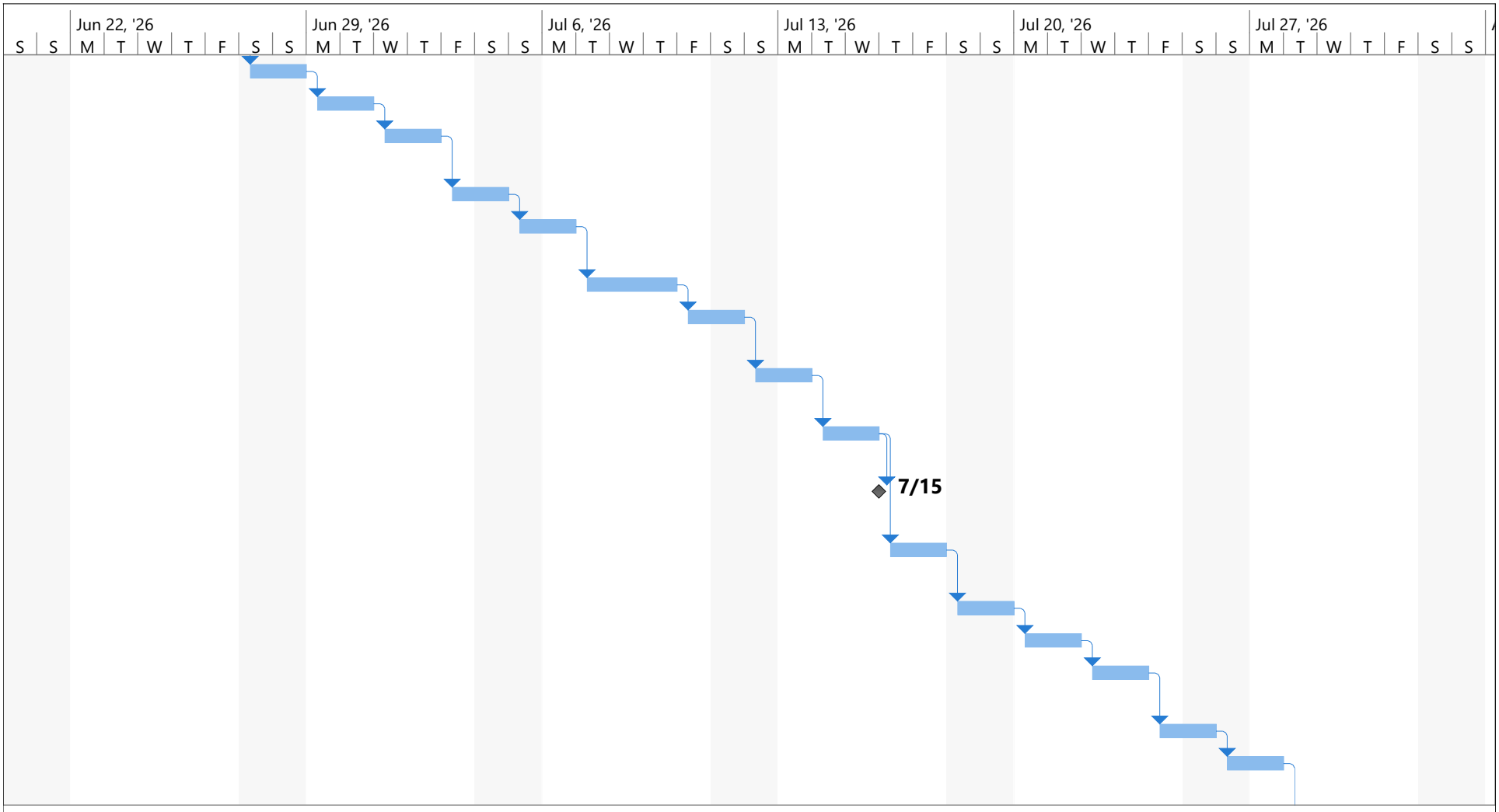
Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Critical
Project Summary	Manual Summary	Critical Split
Inactive Task	Start-only	Progress
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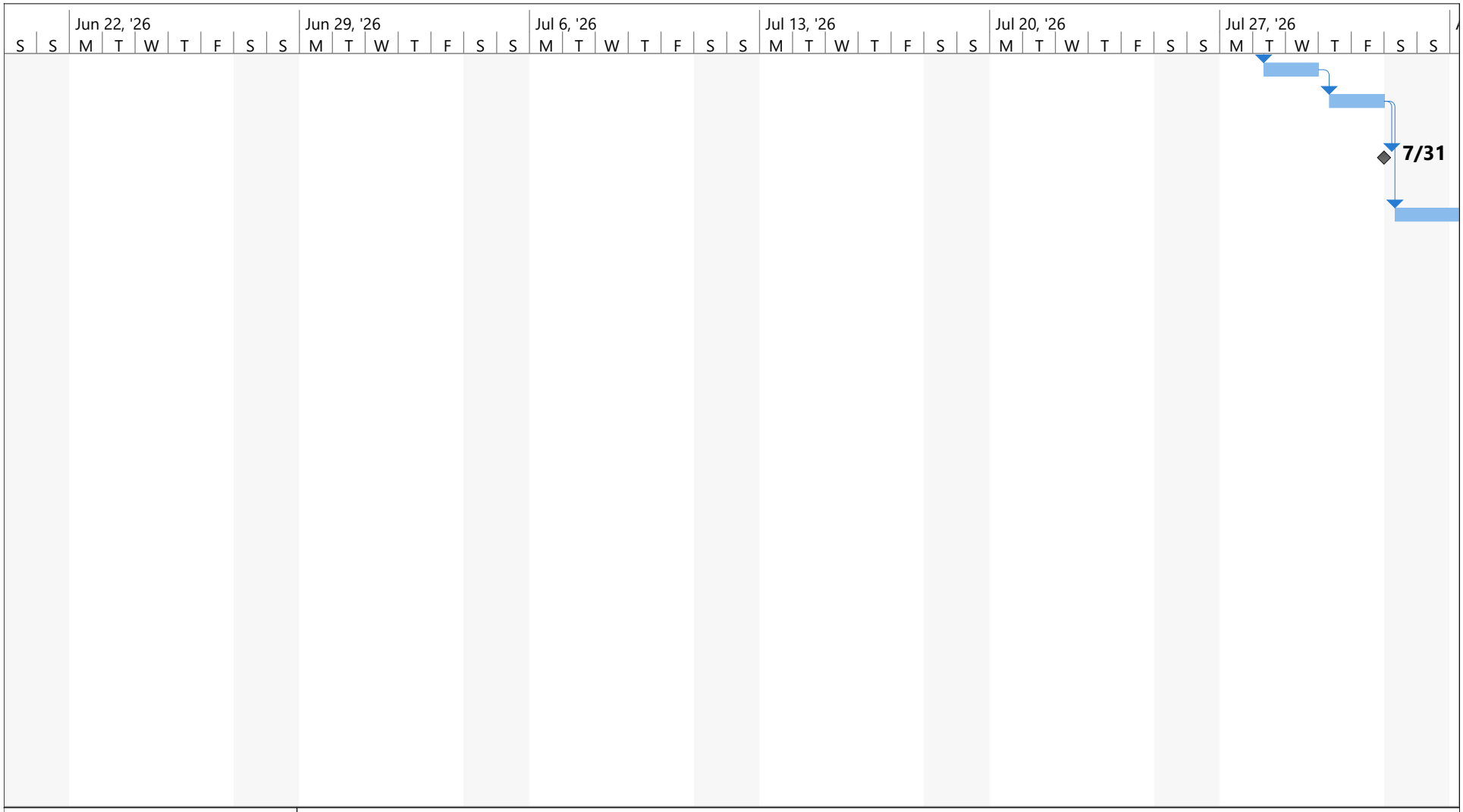
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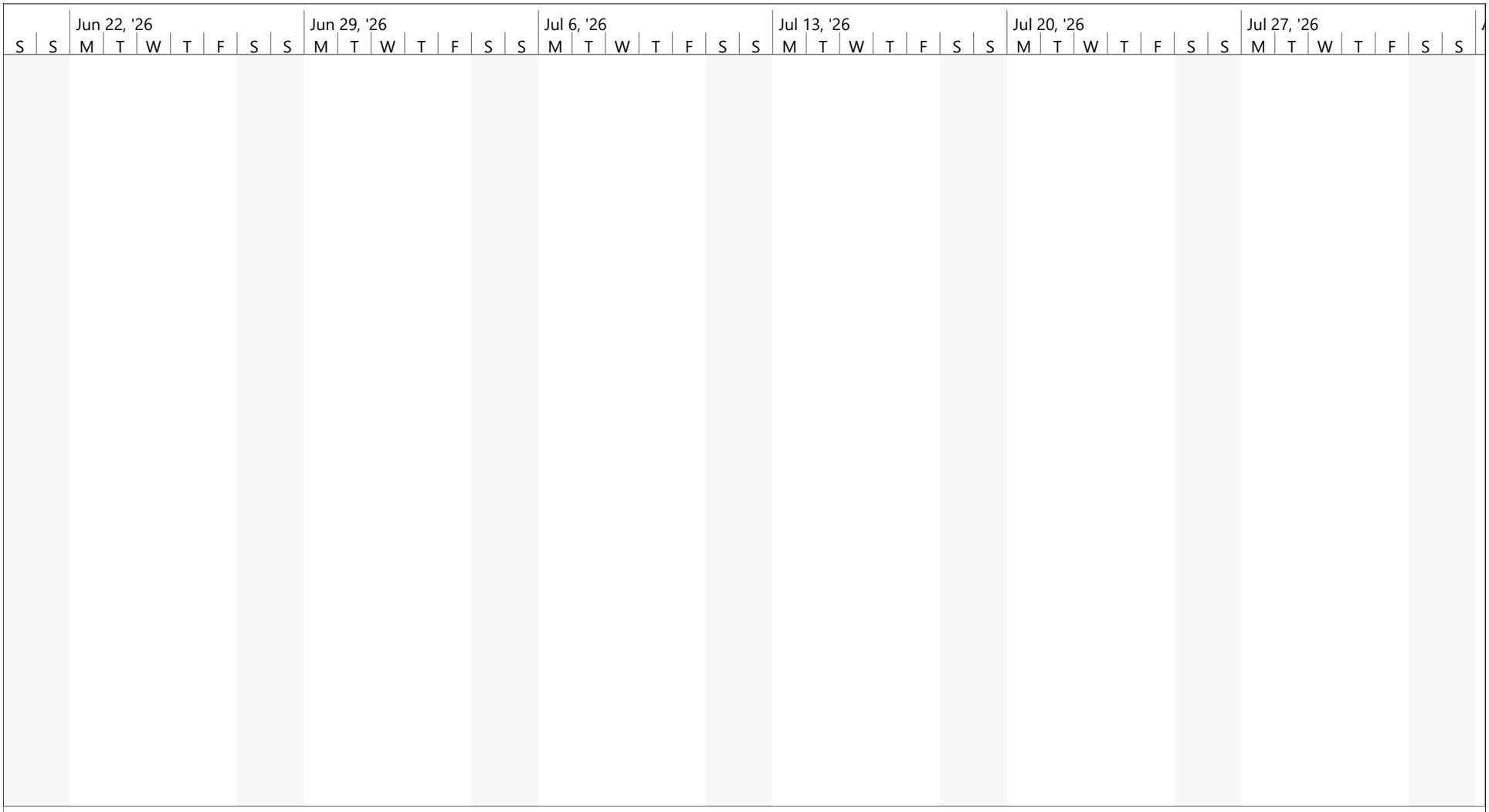
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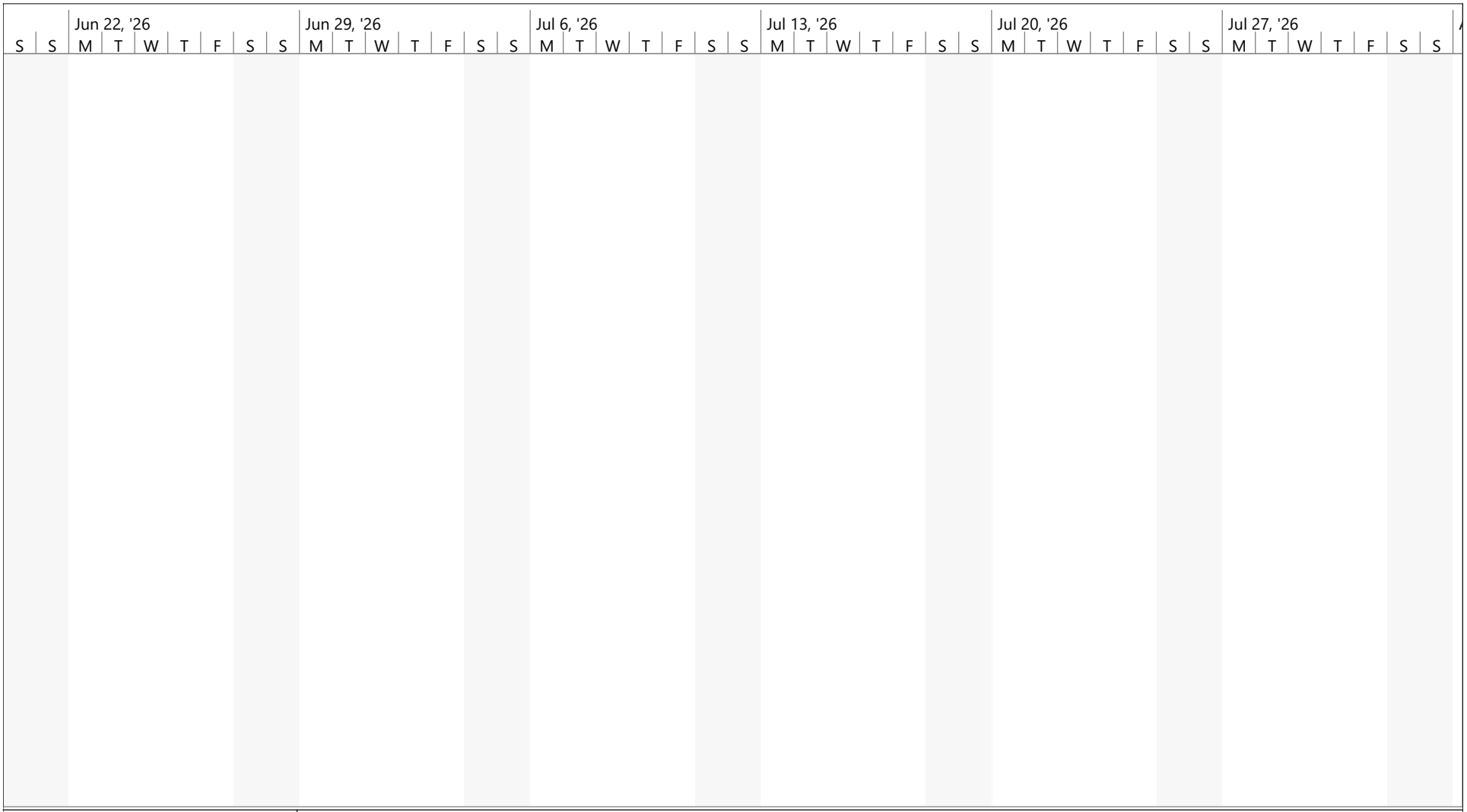
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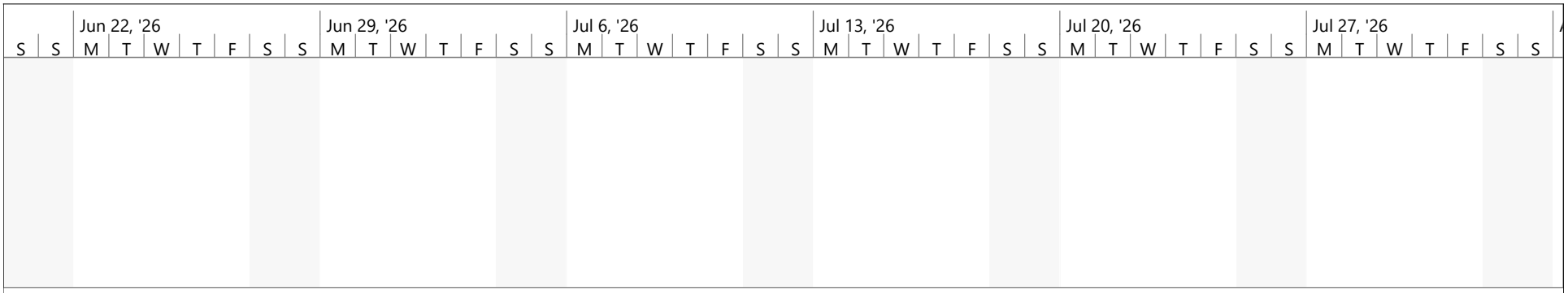
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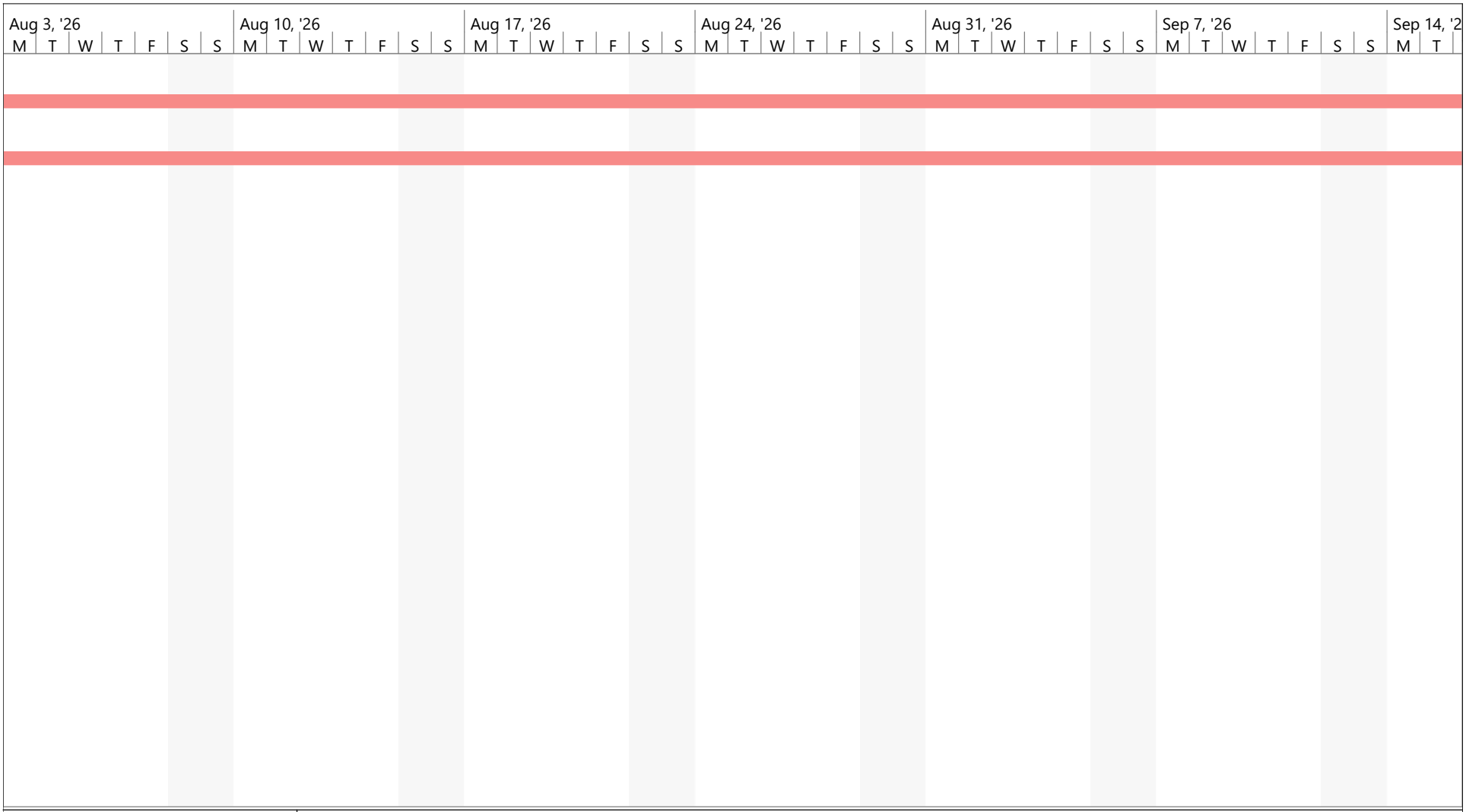
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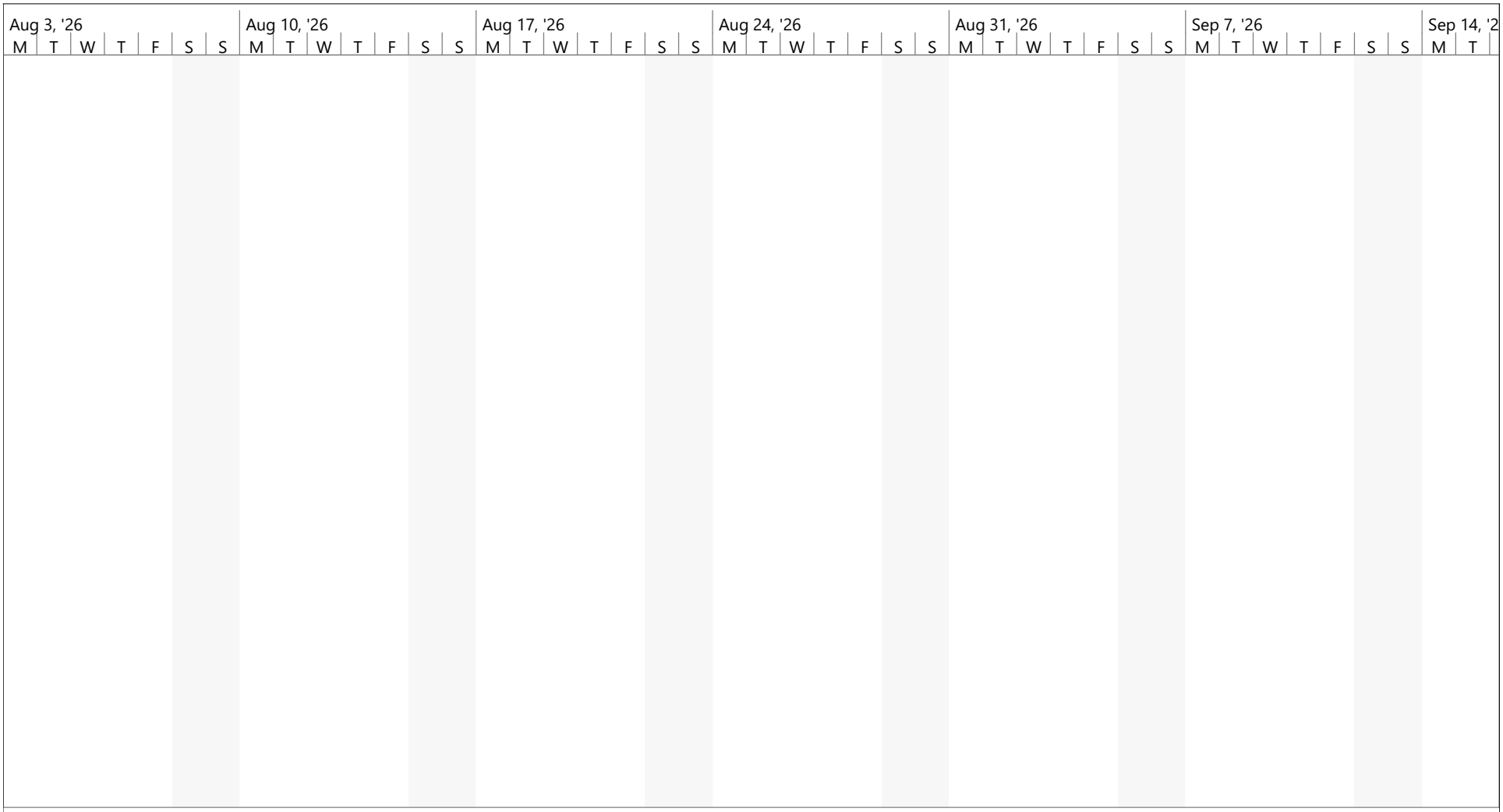
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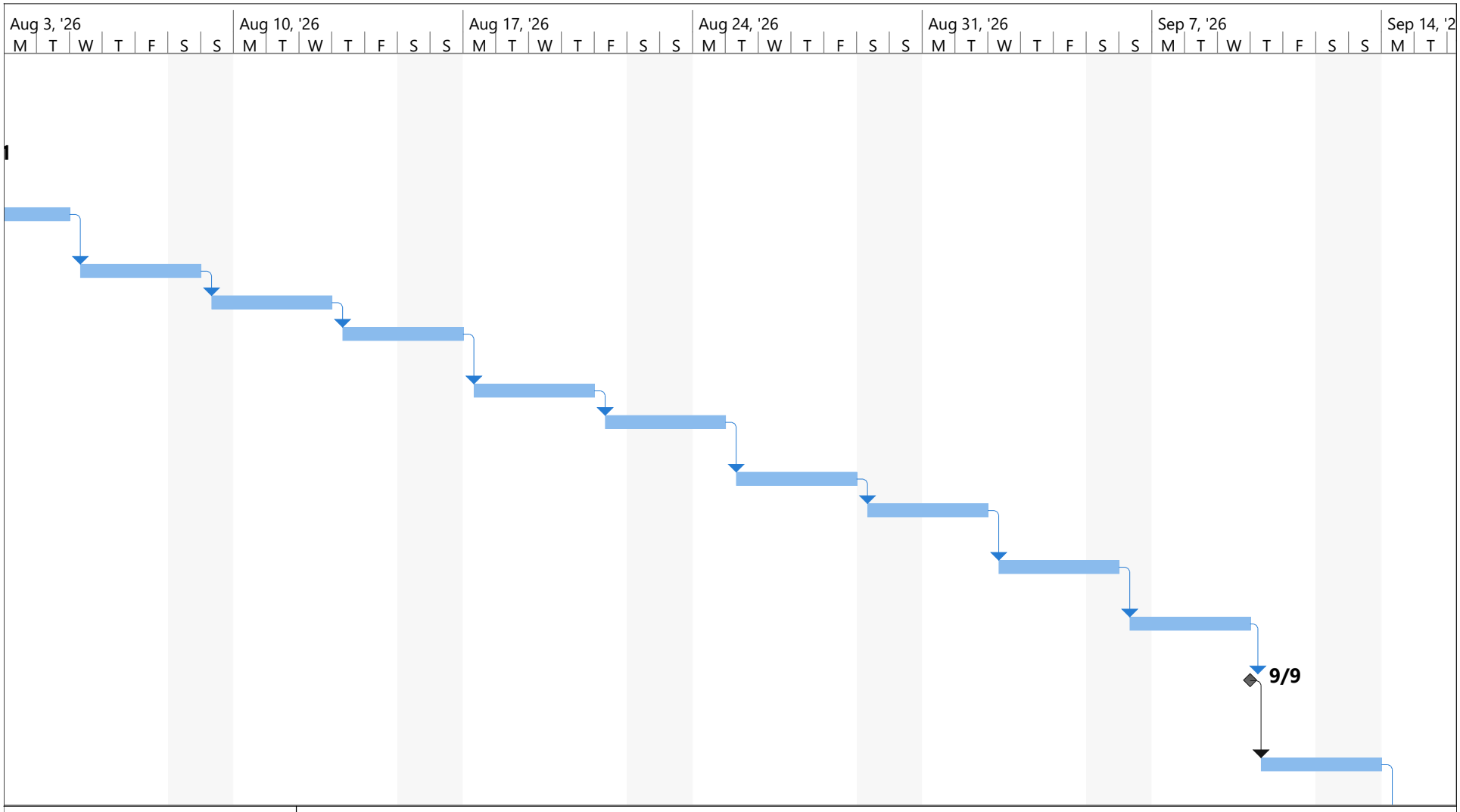
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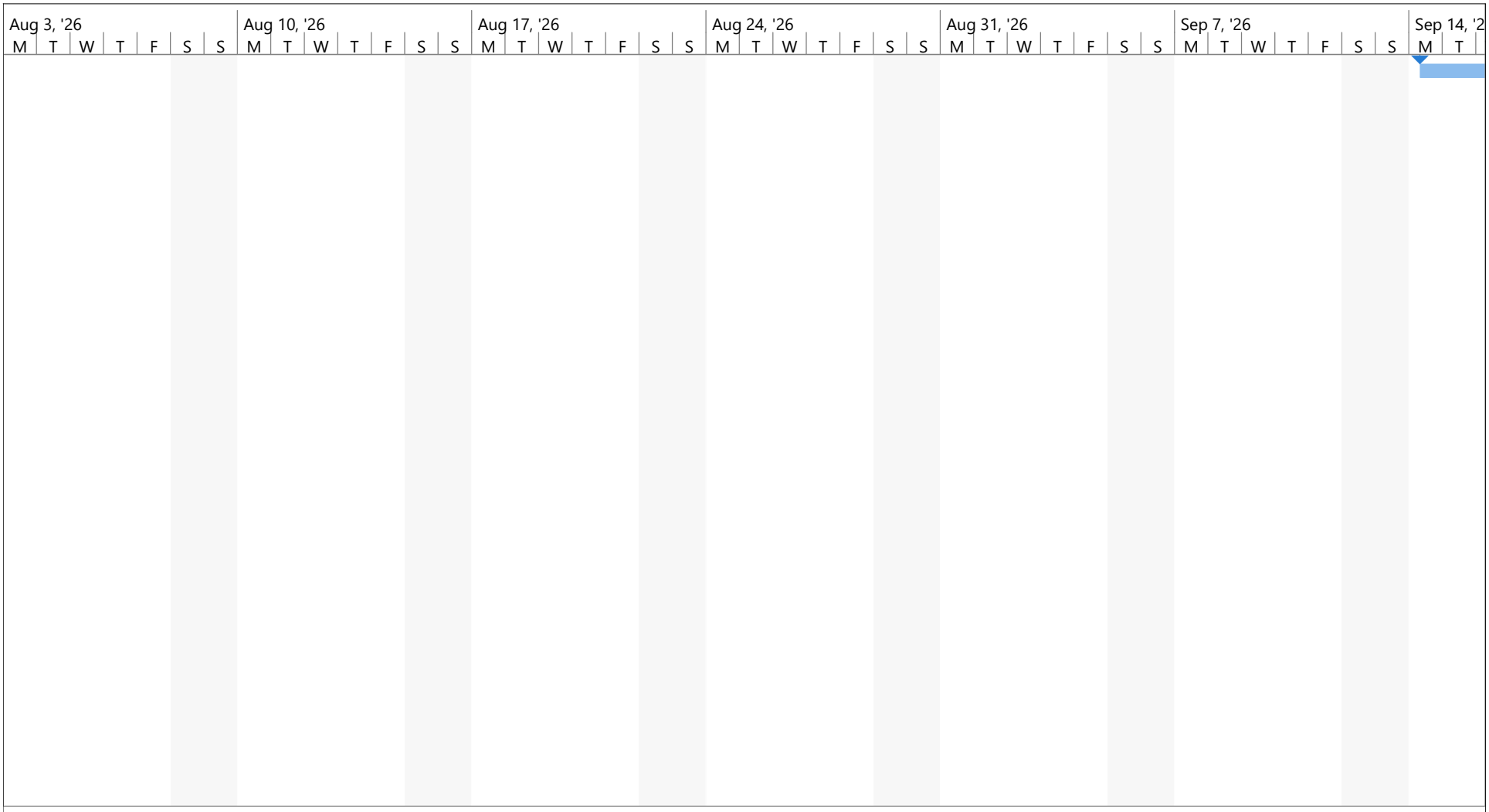
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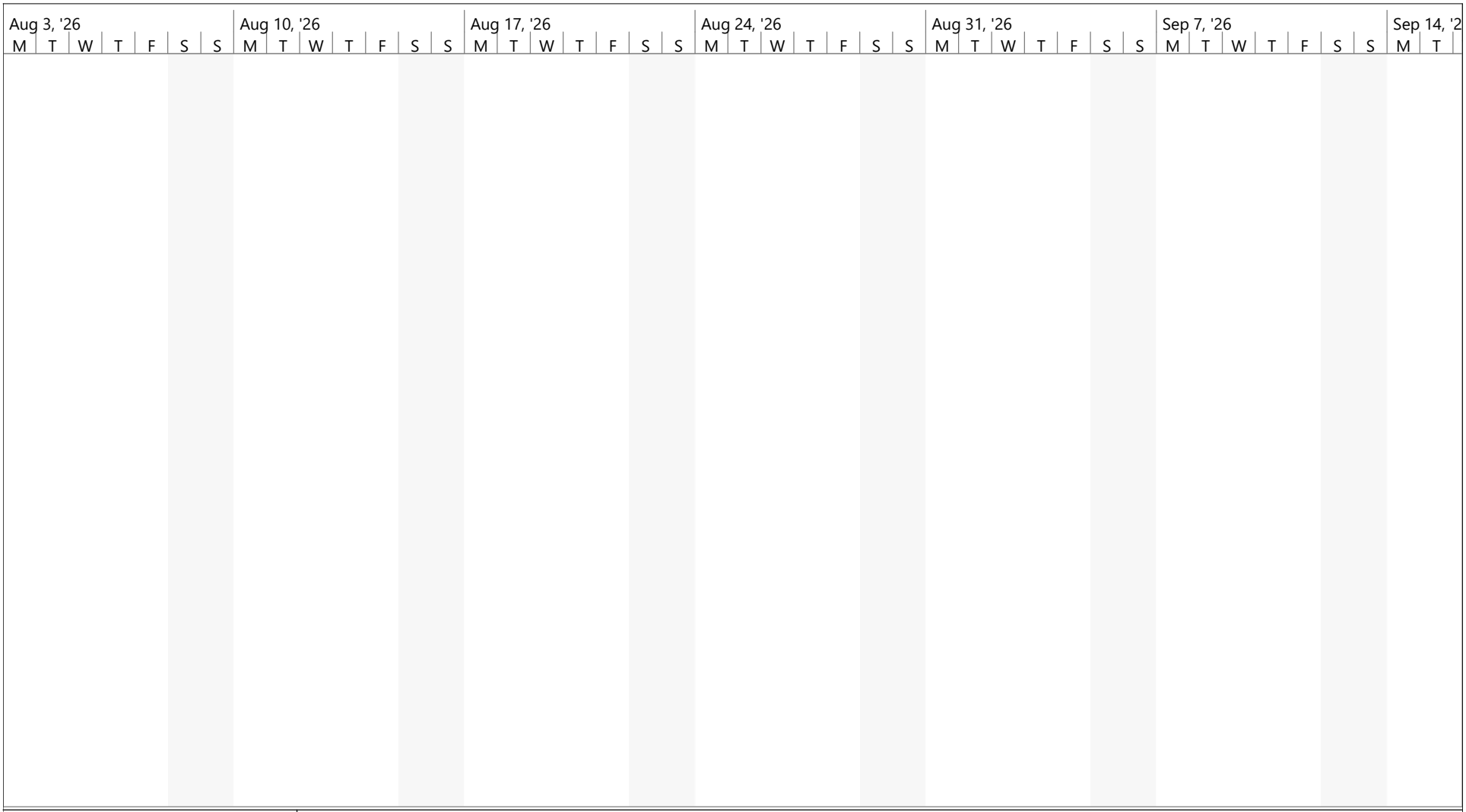
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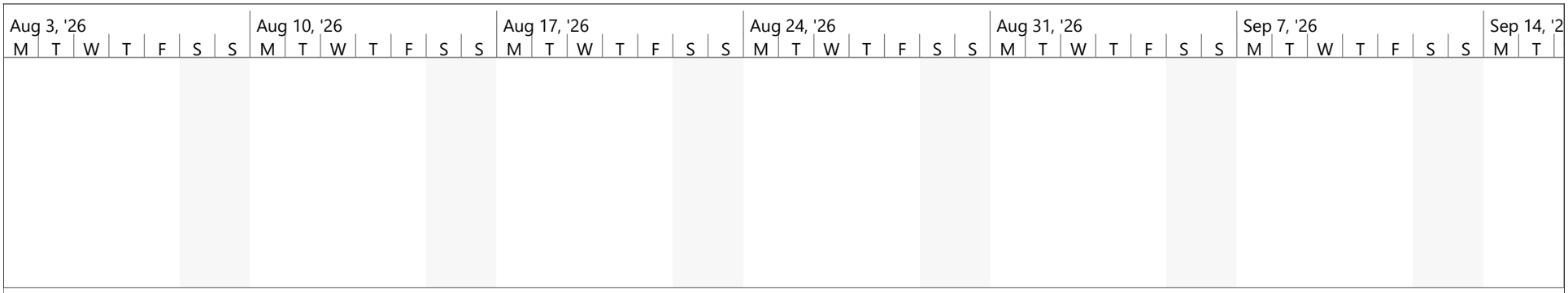
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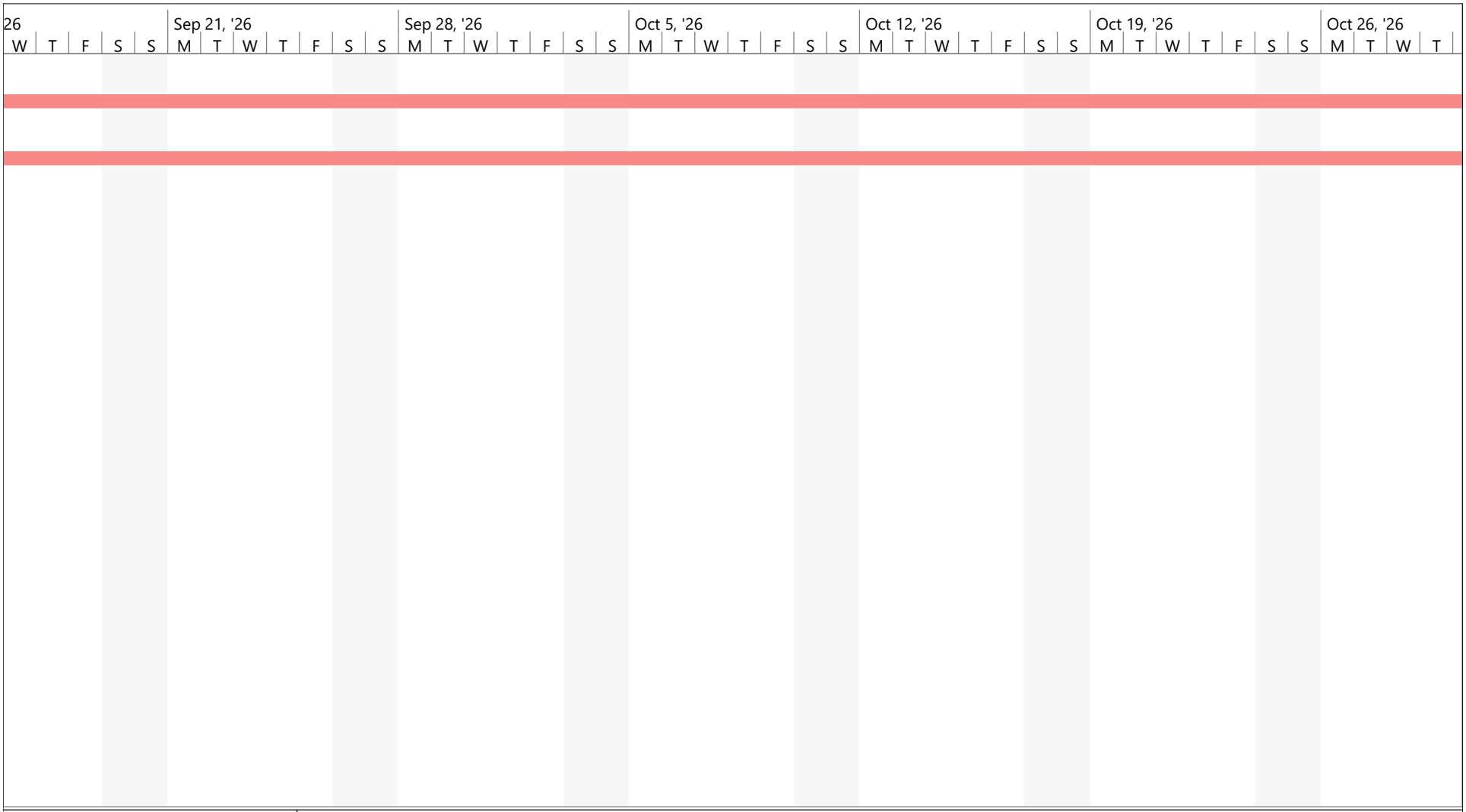
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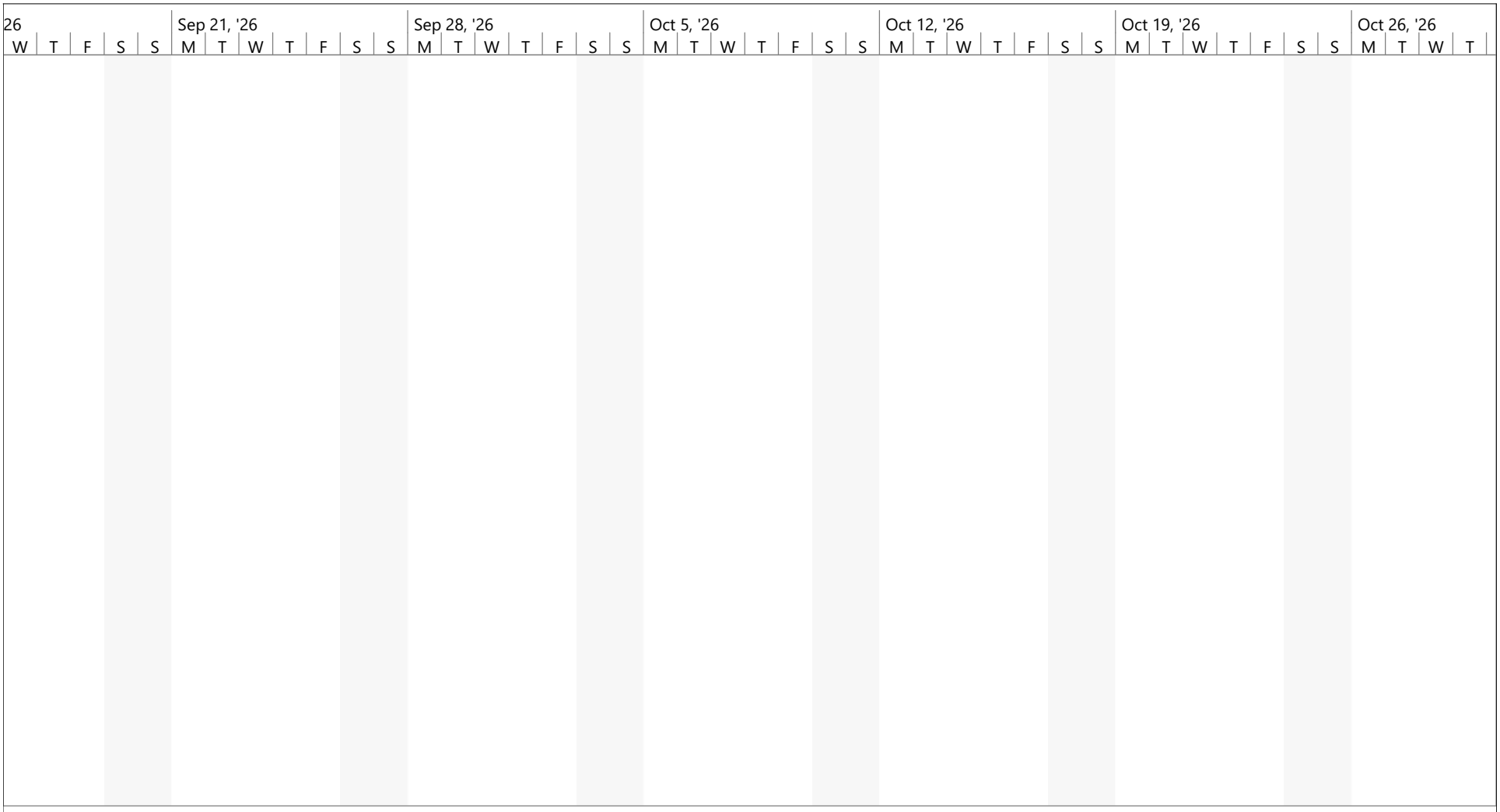
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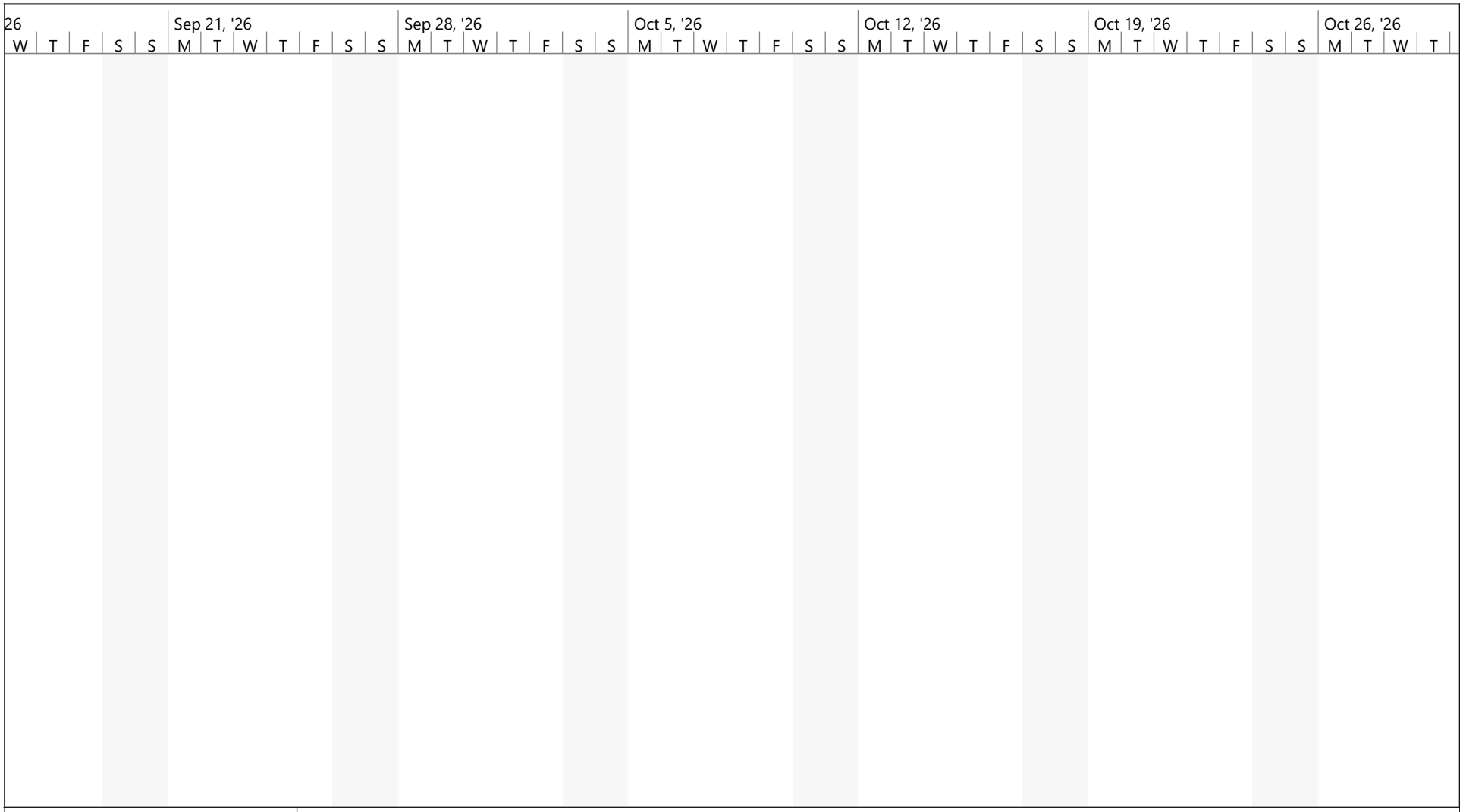
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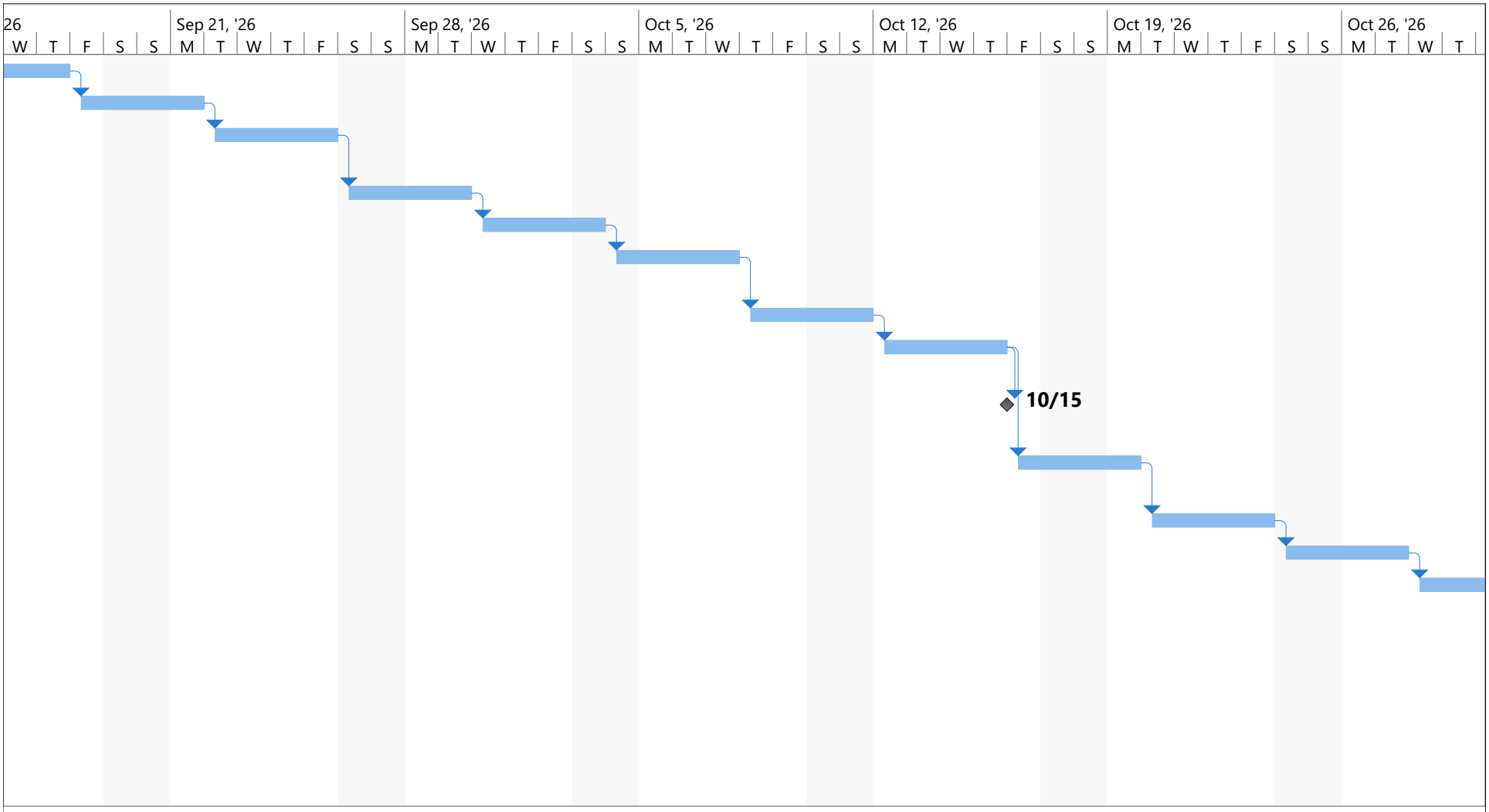
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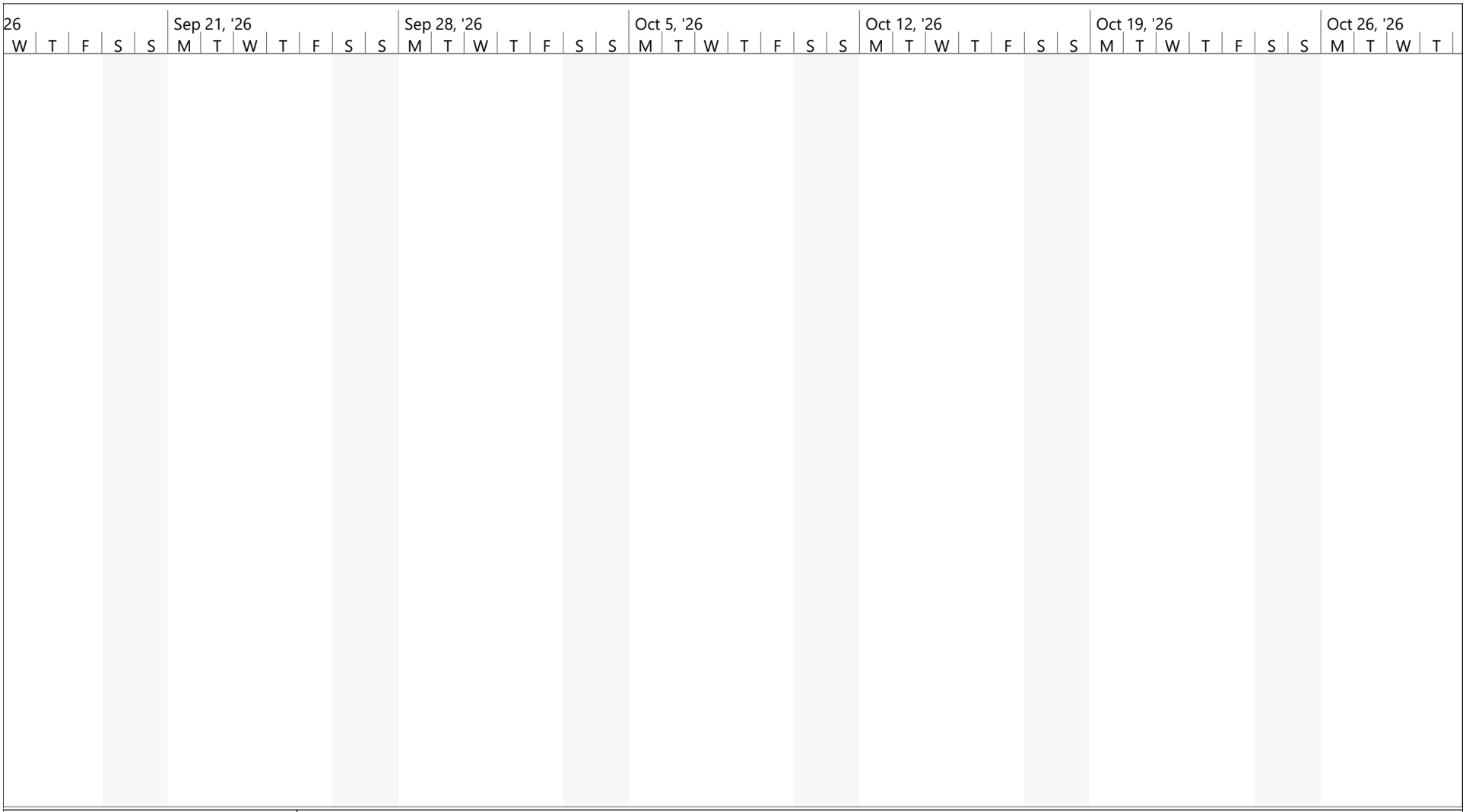
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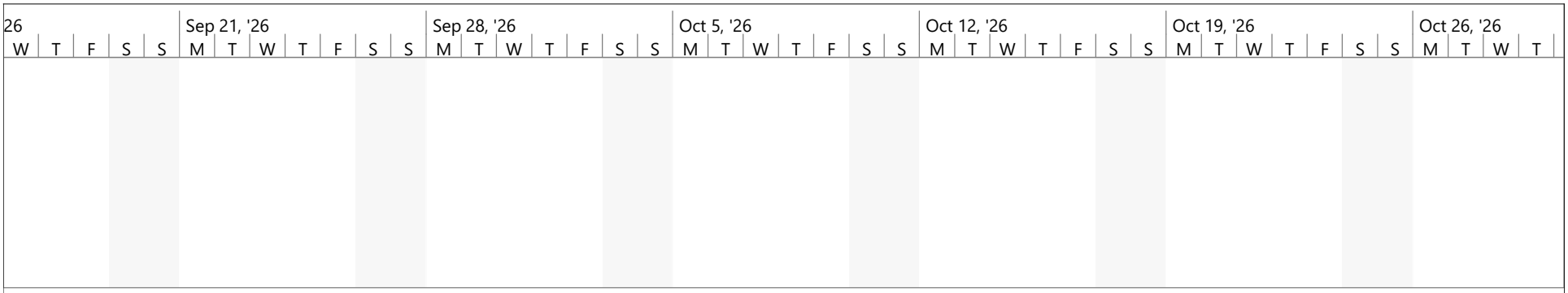
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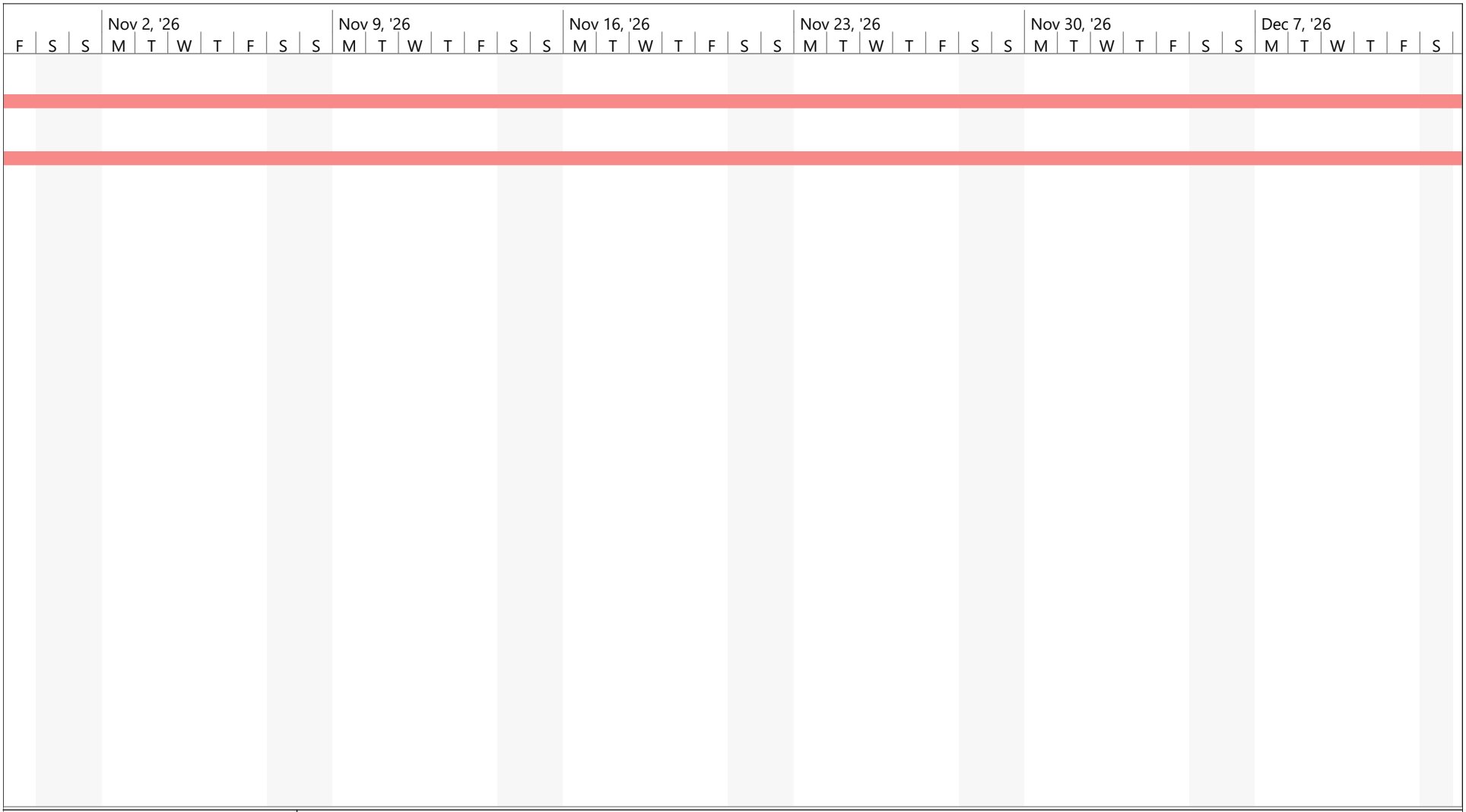
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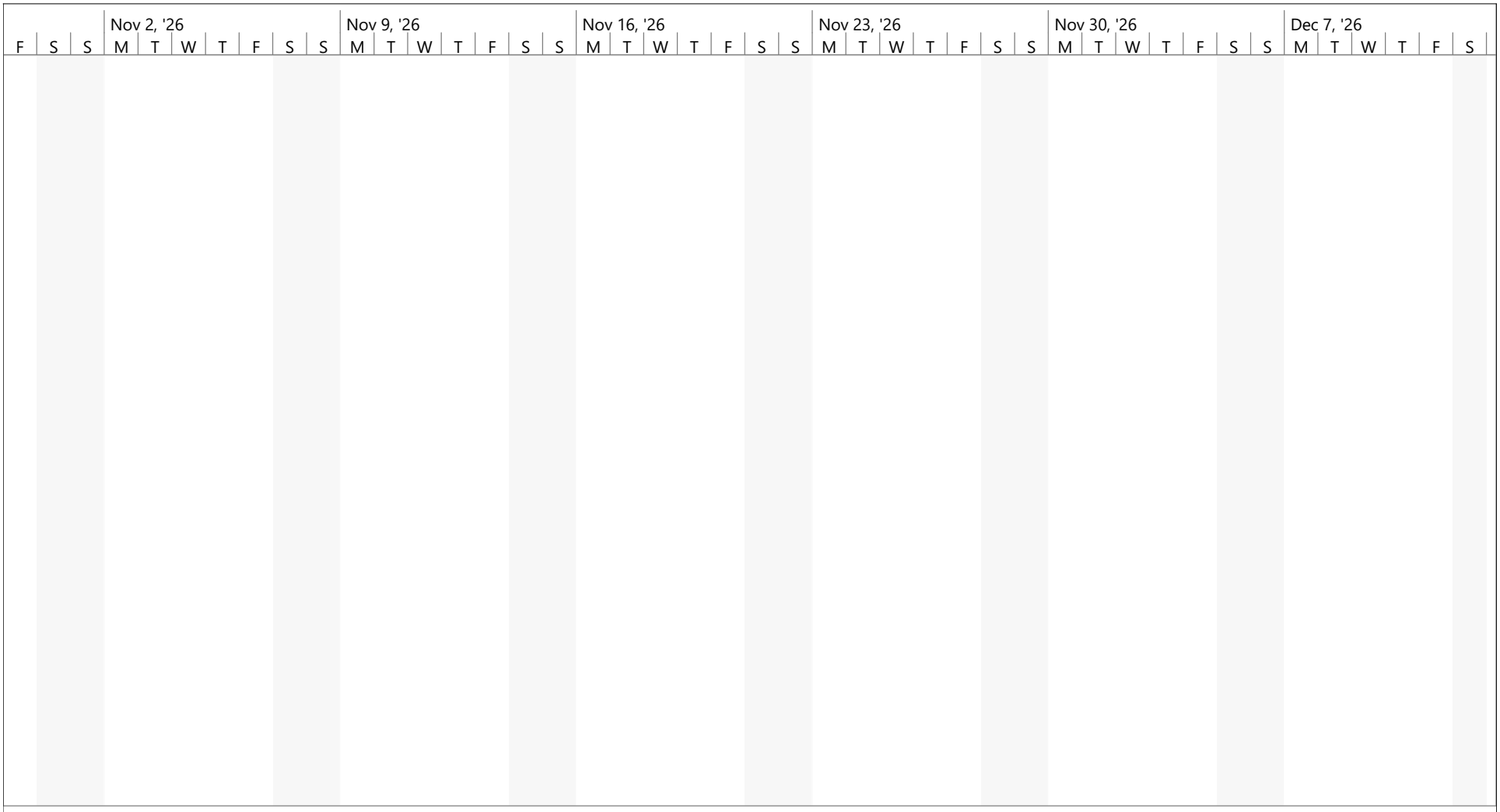
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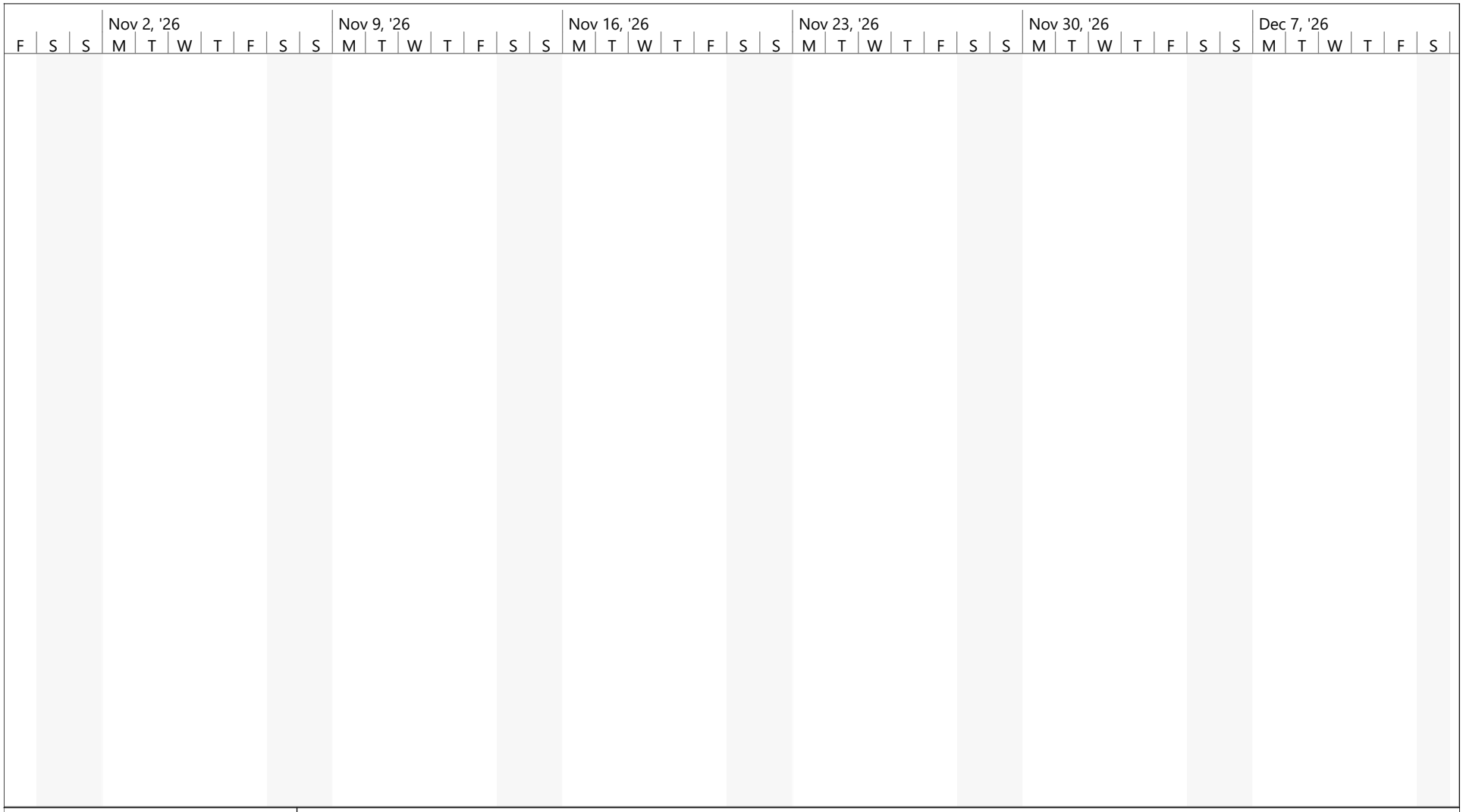
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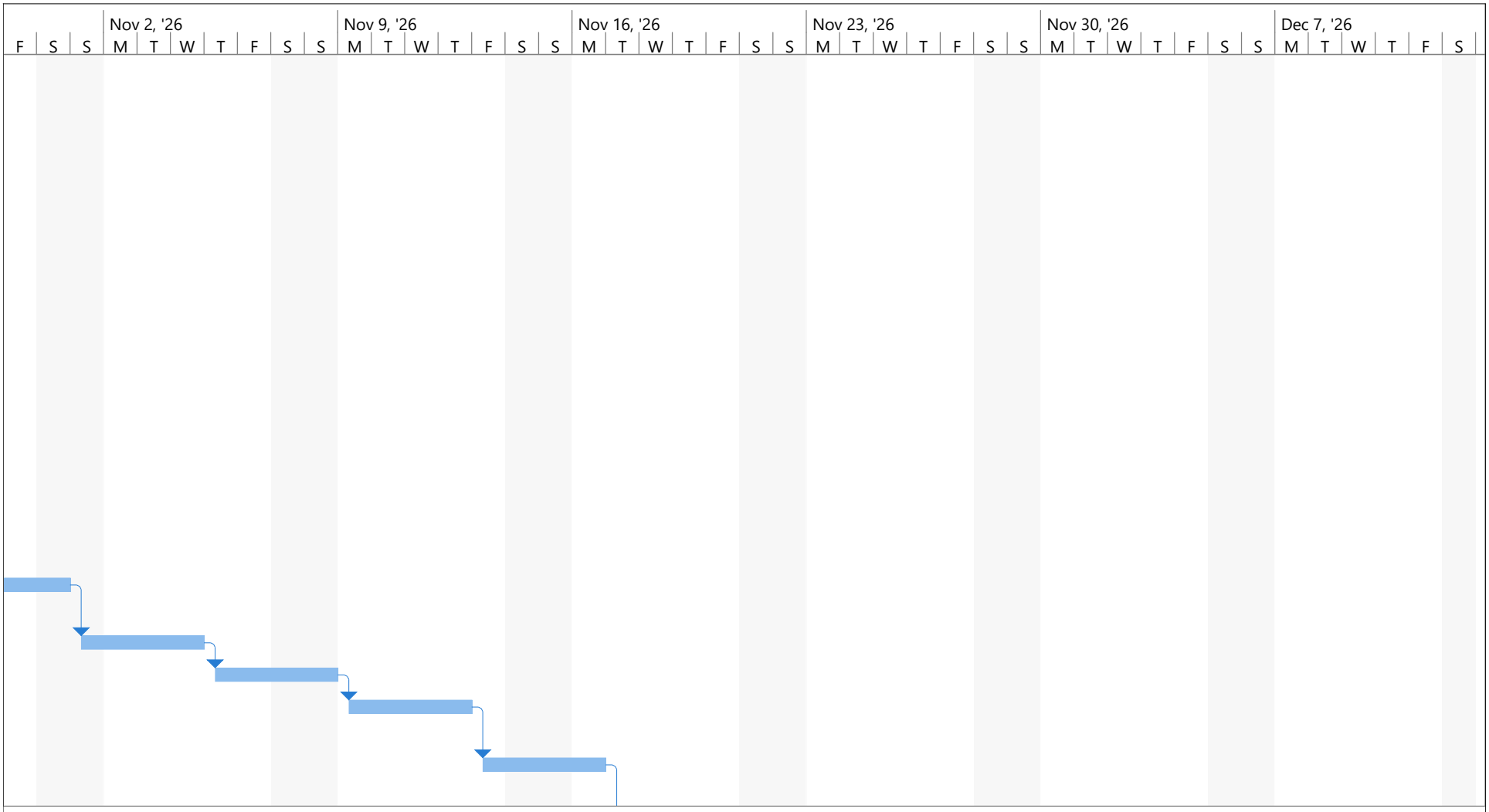
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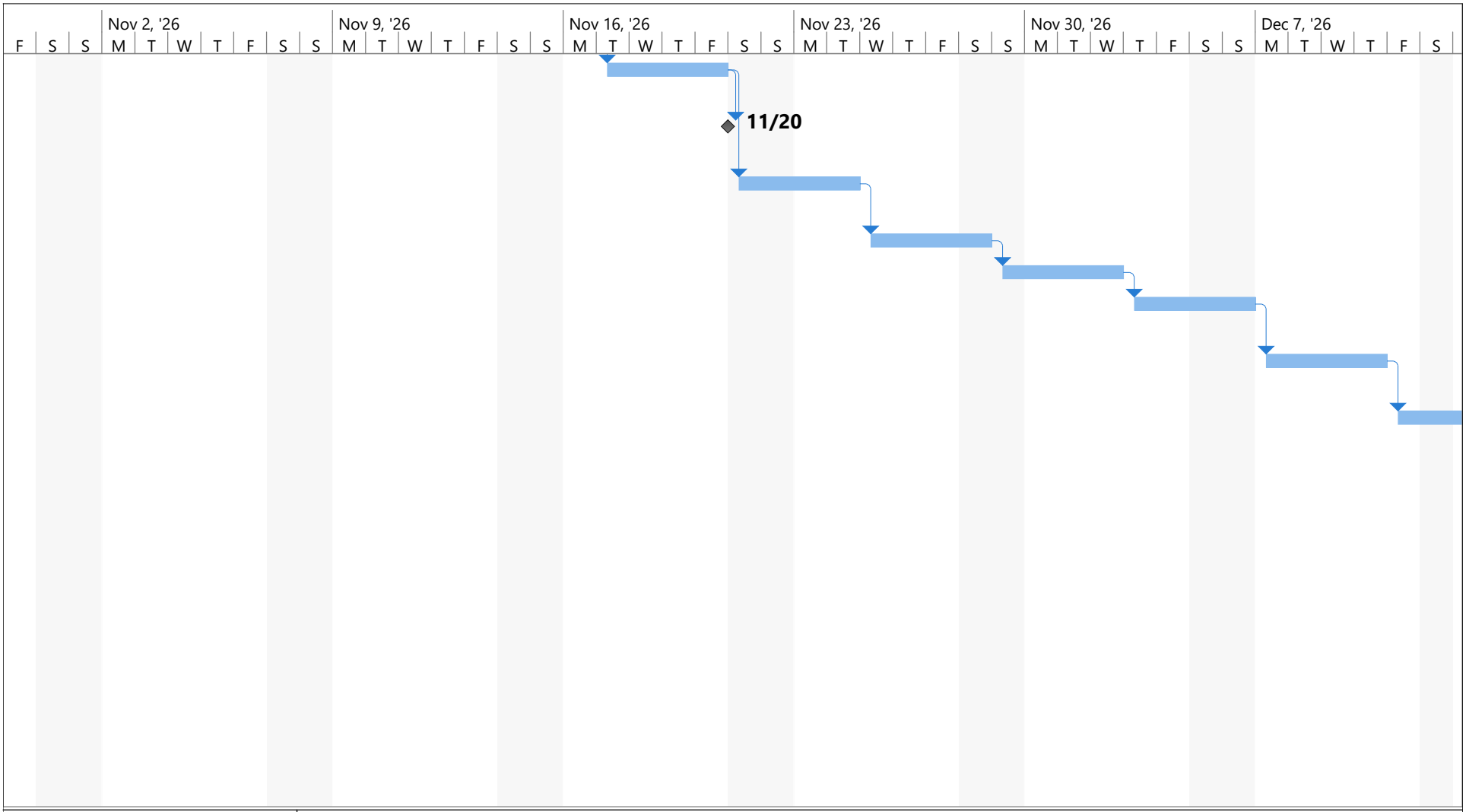
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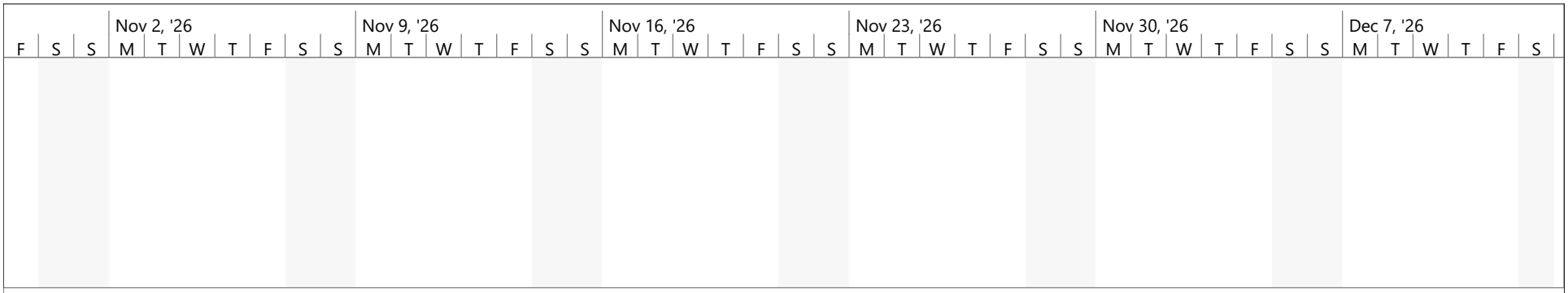
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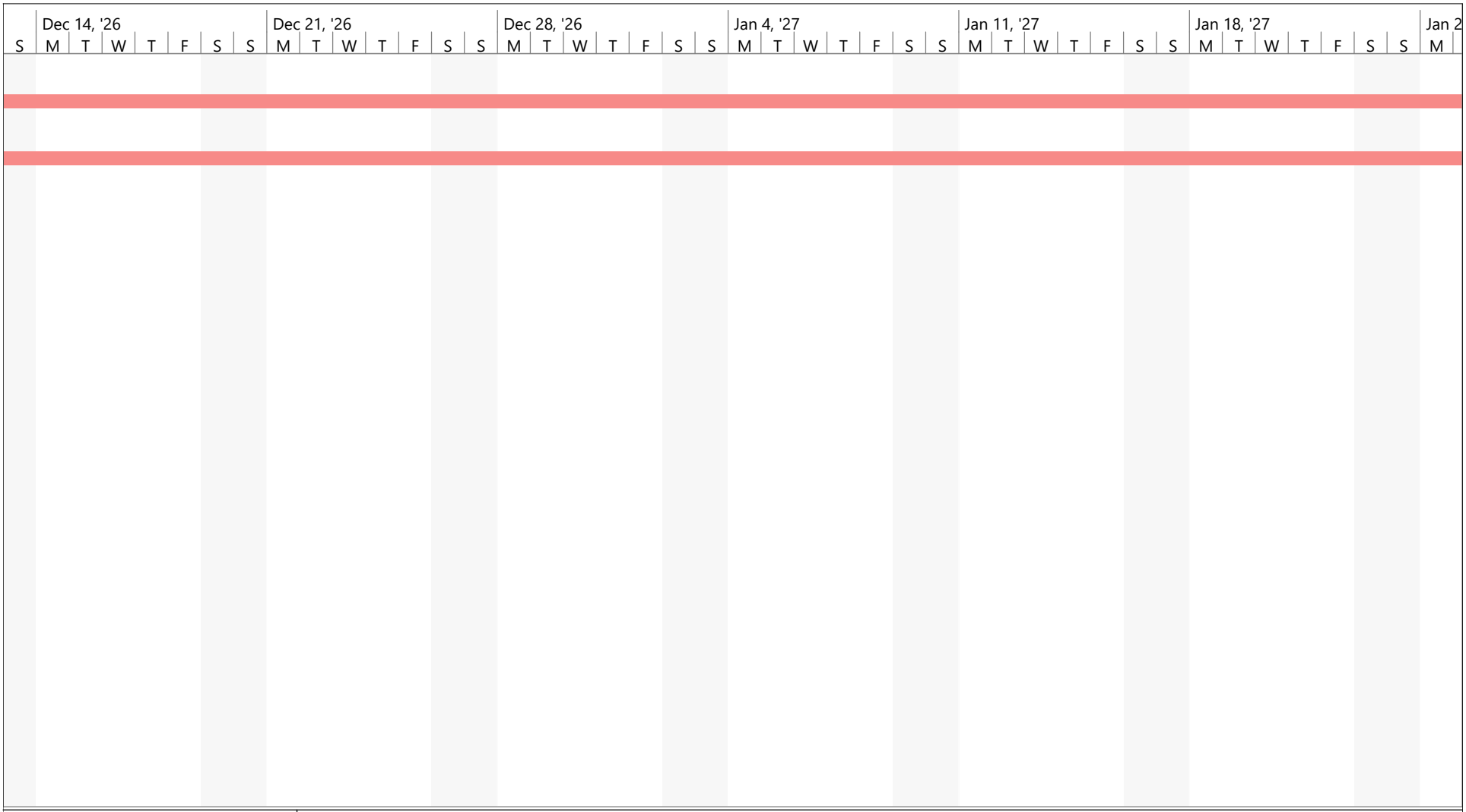
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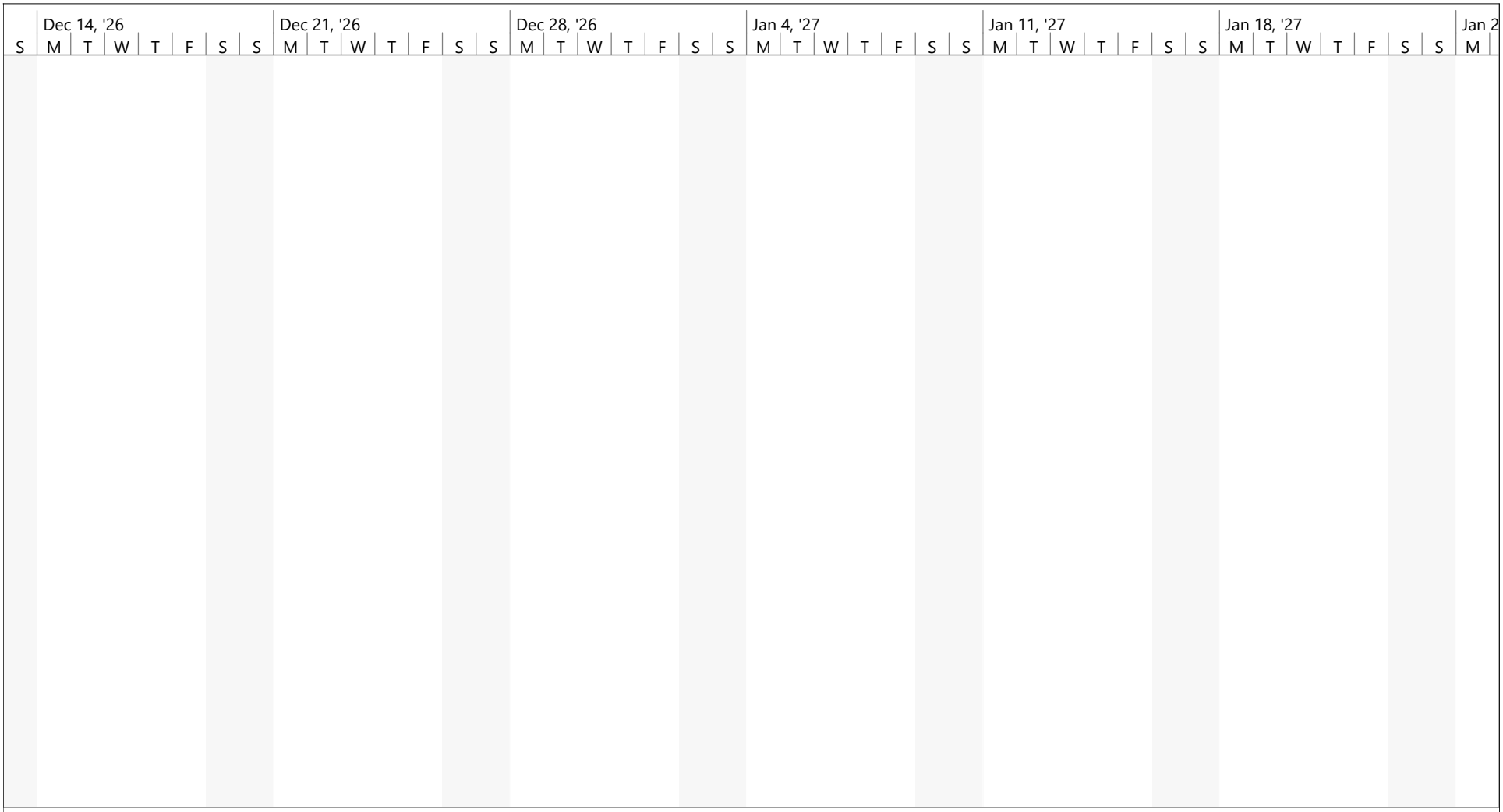
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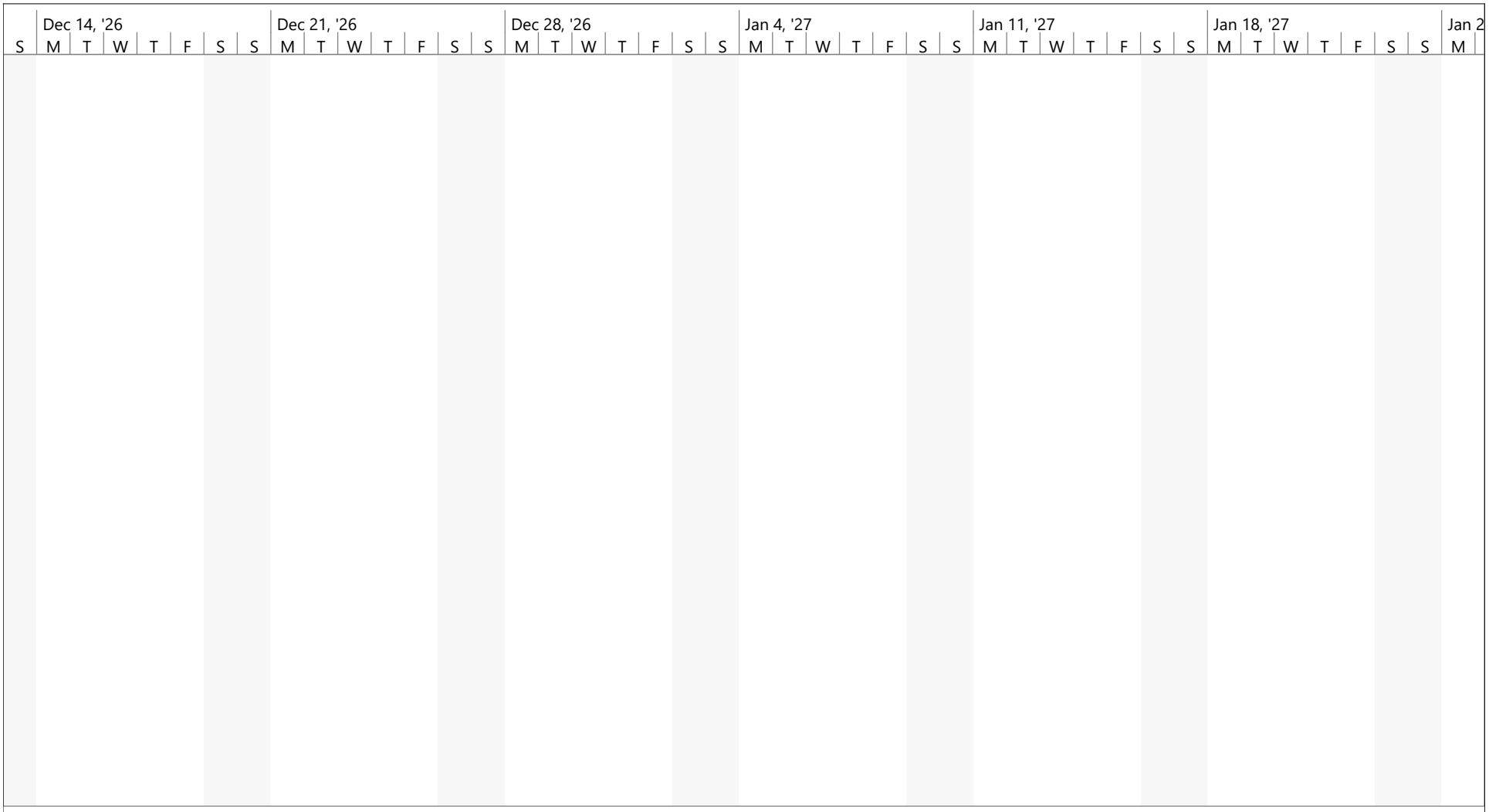
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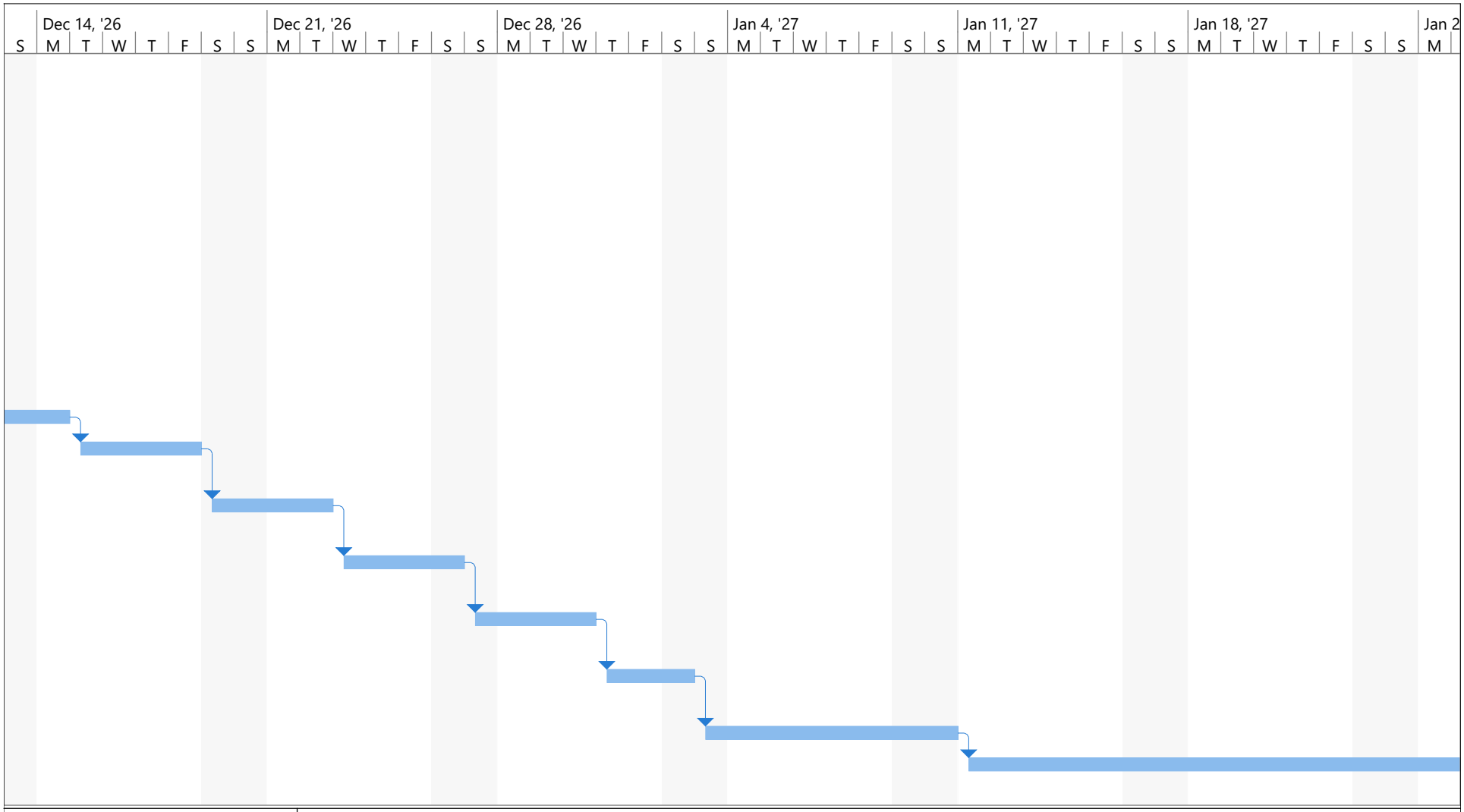
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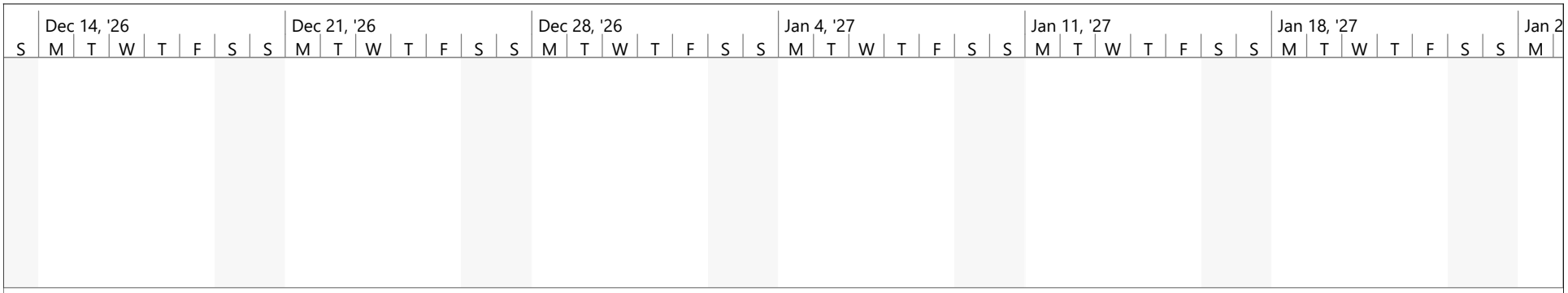
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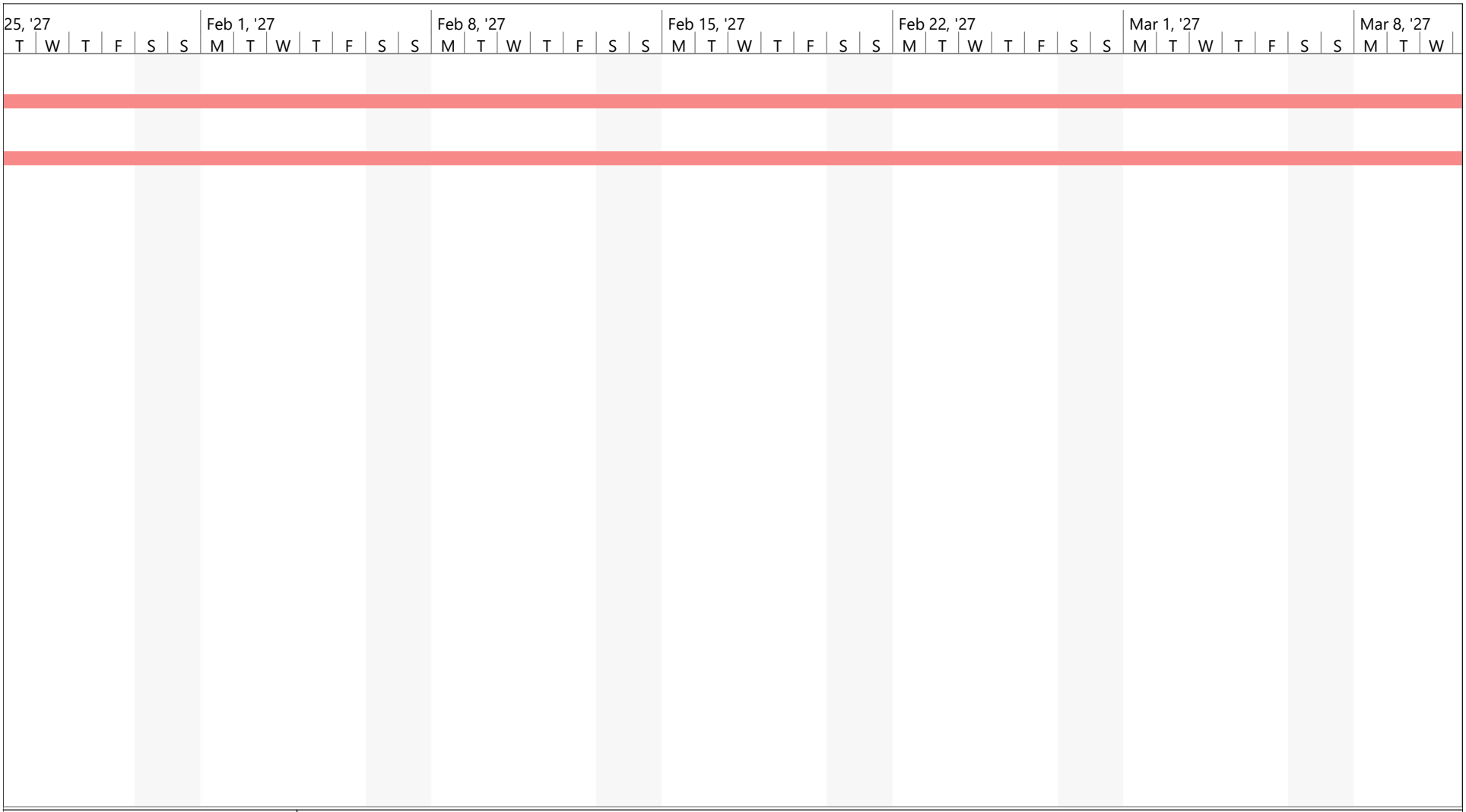
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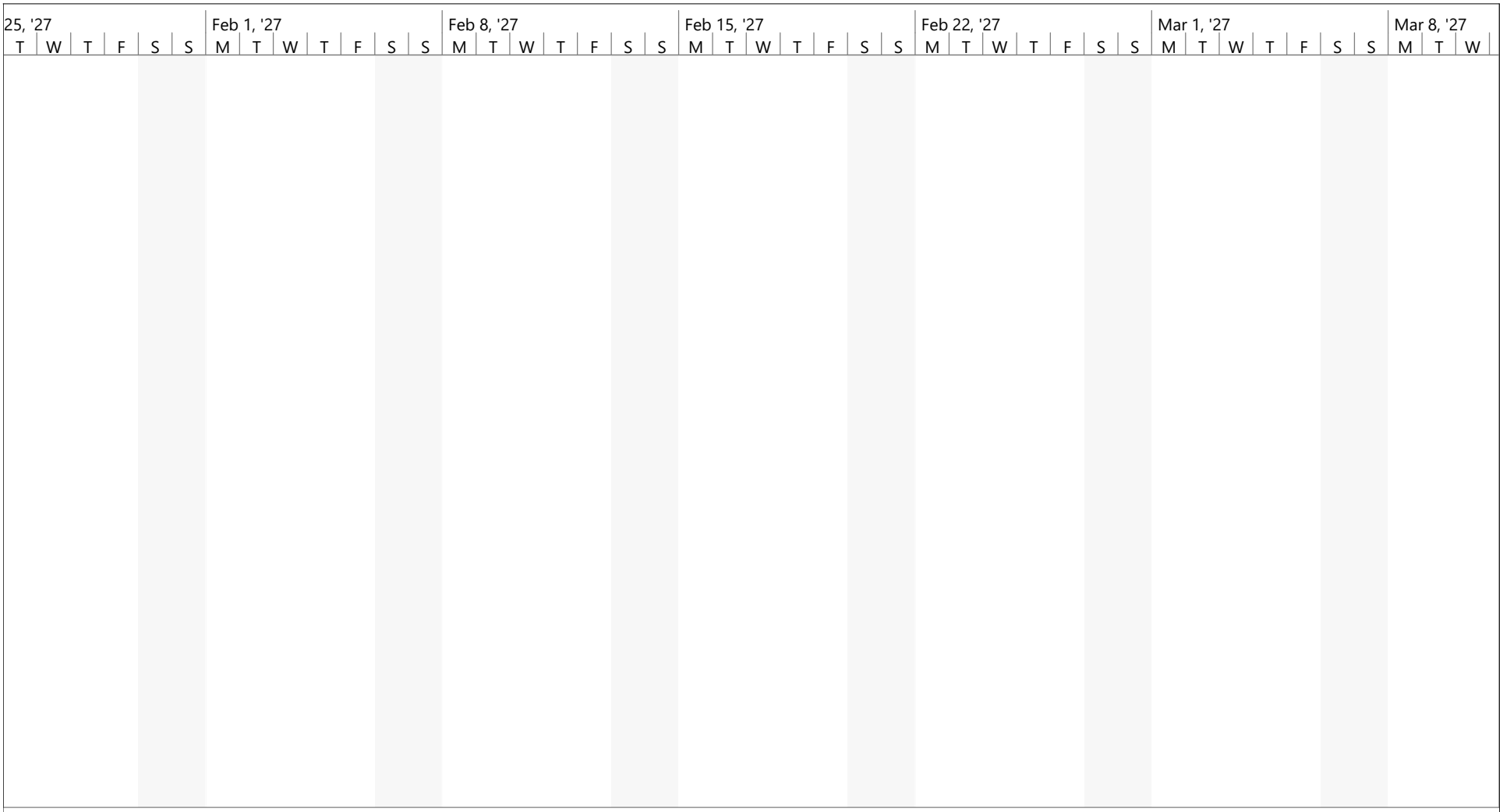
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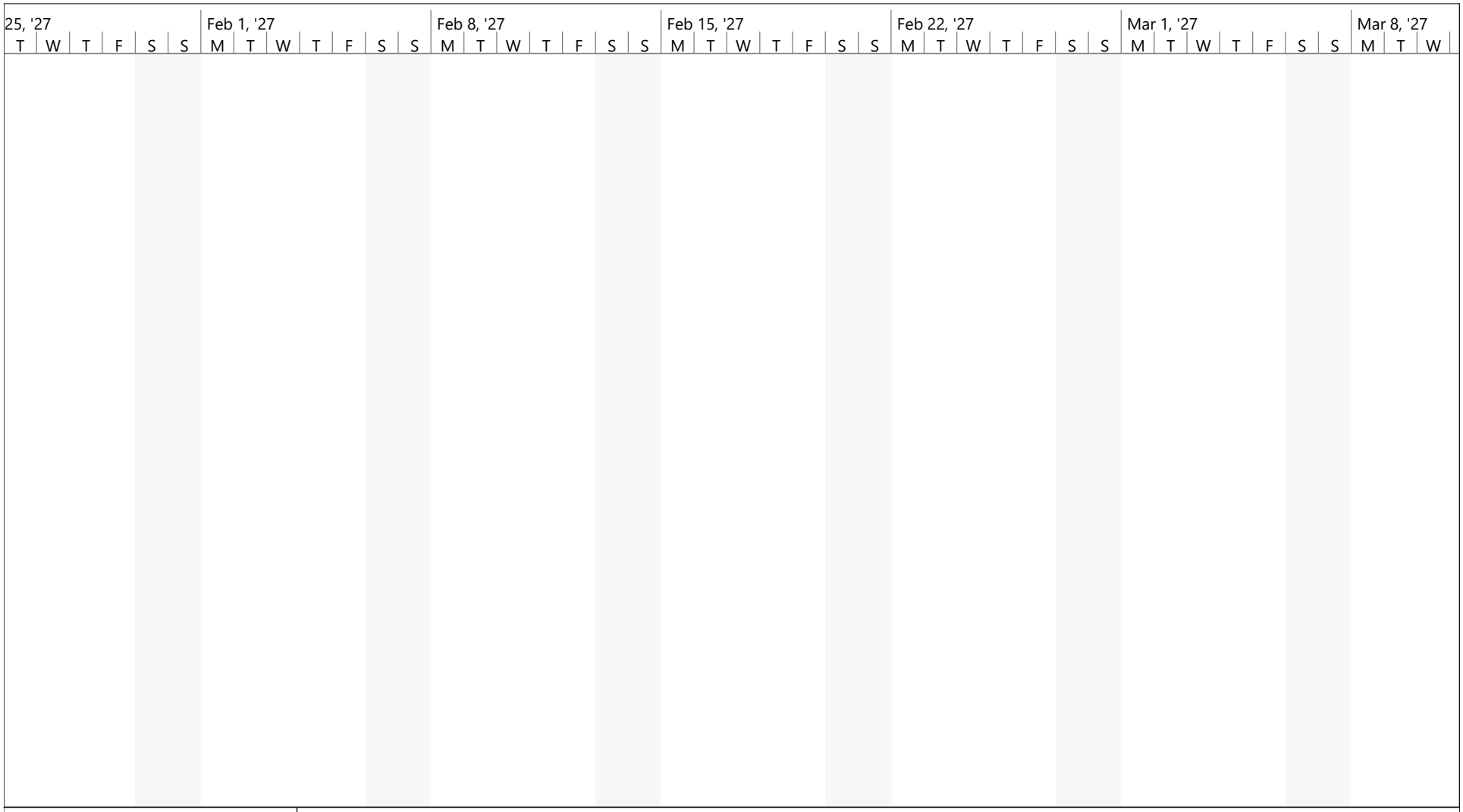
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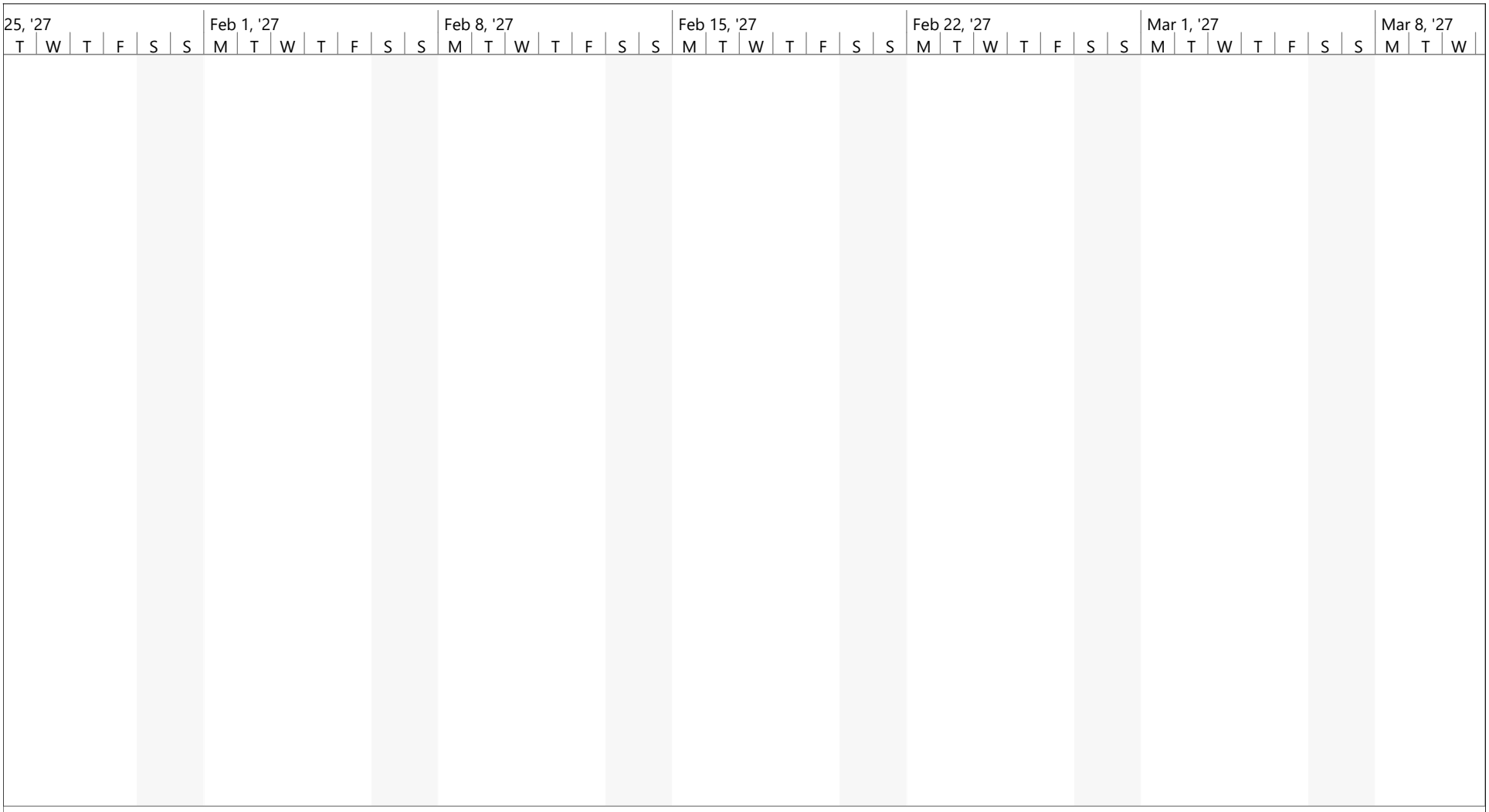
Project: VOKB - HARBOR DRIVE
Date: Thu 6/4/26

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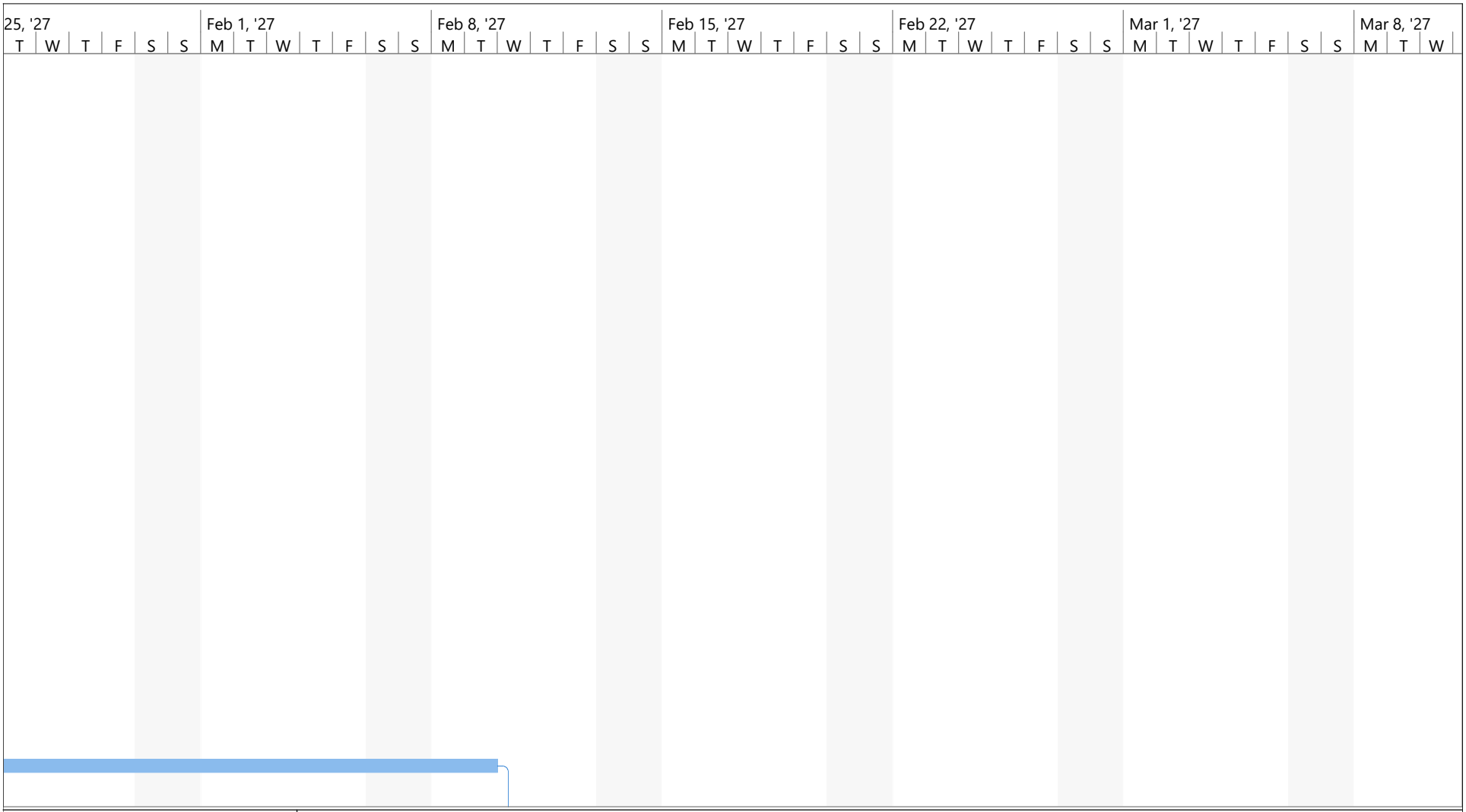
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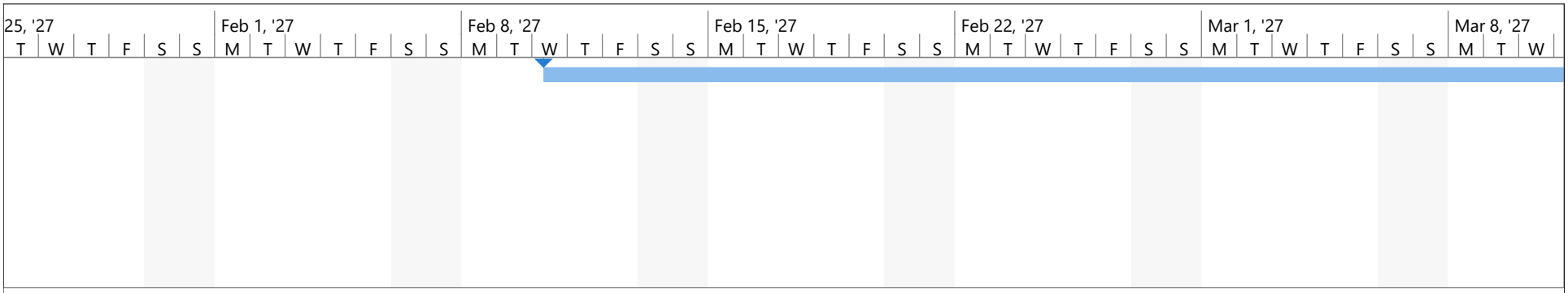
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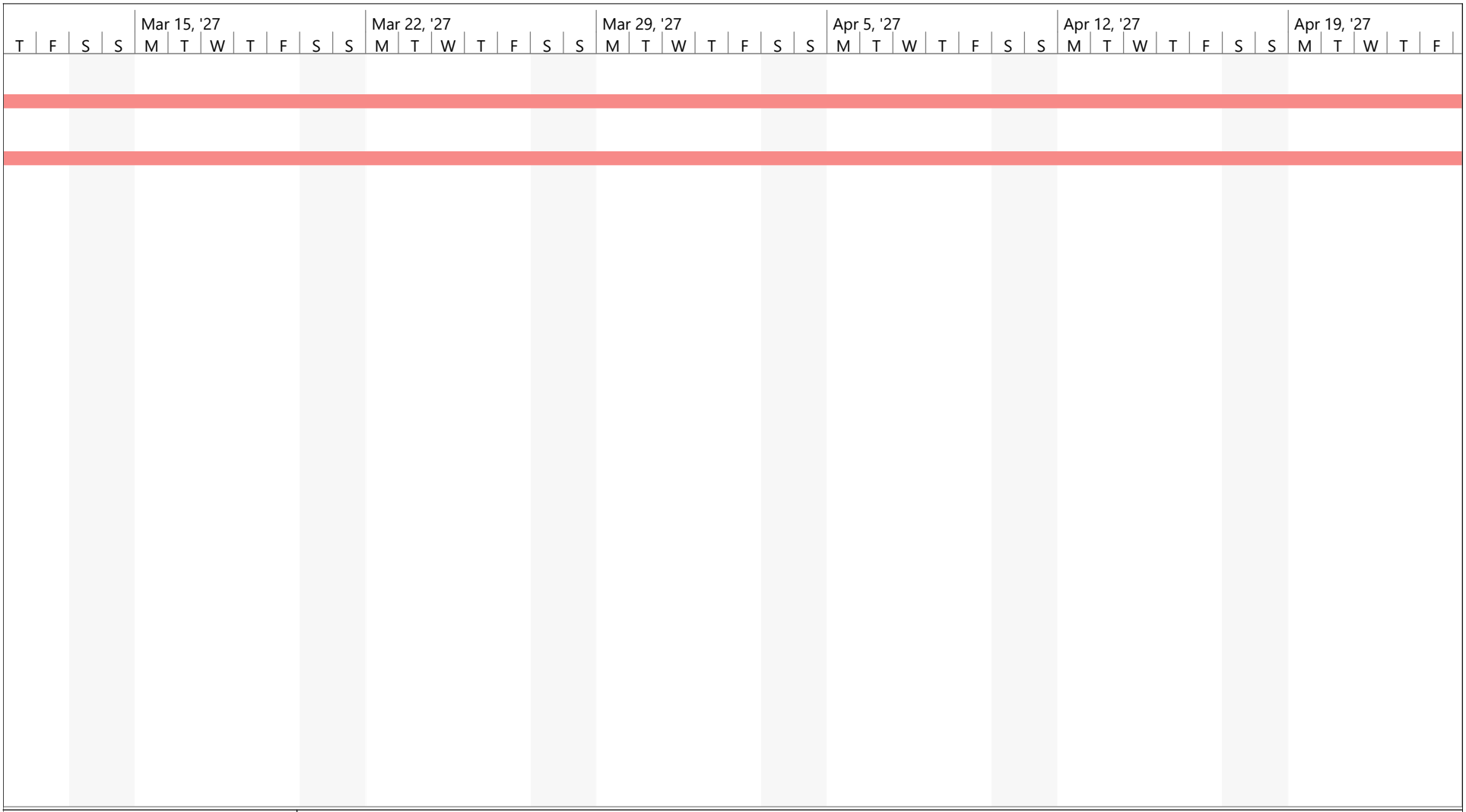
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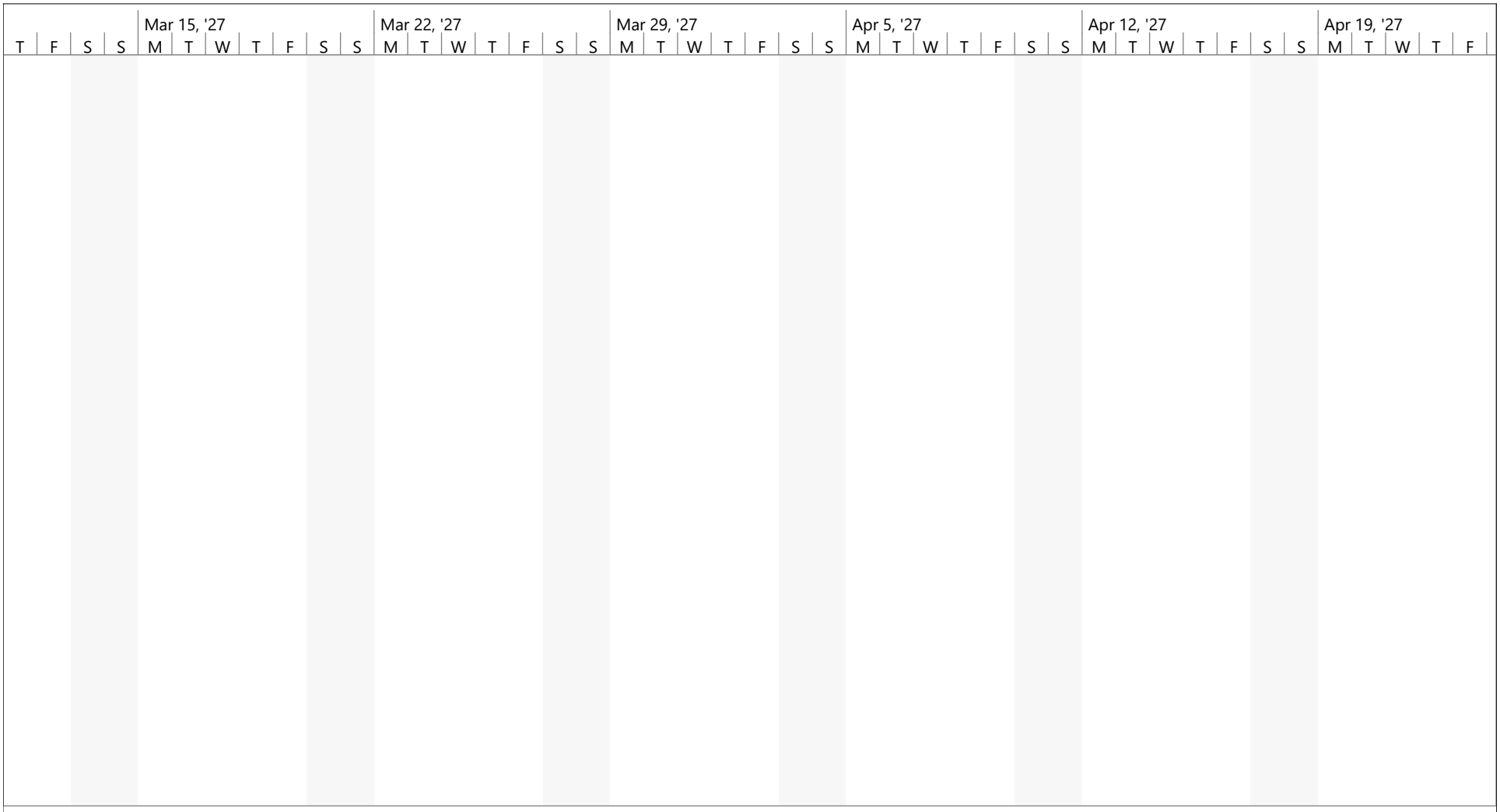
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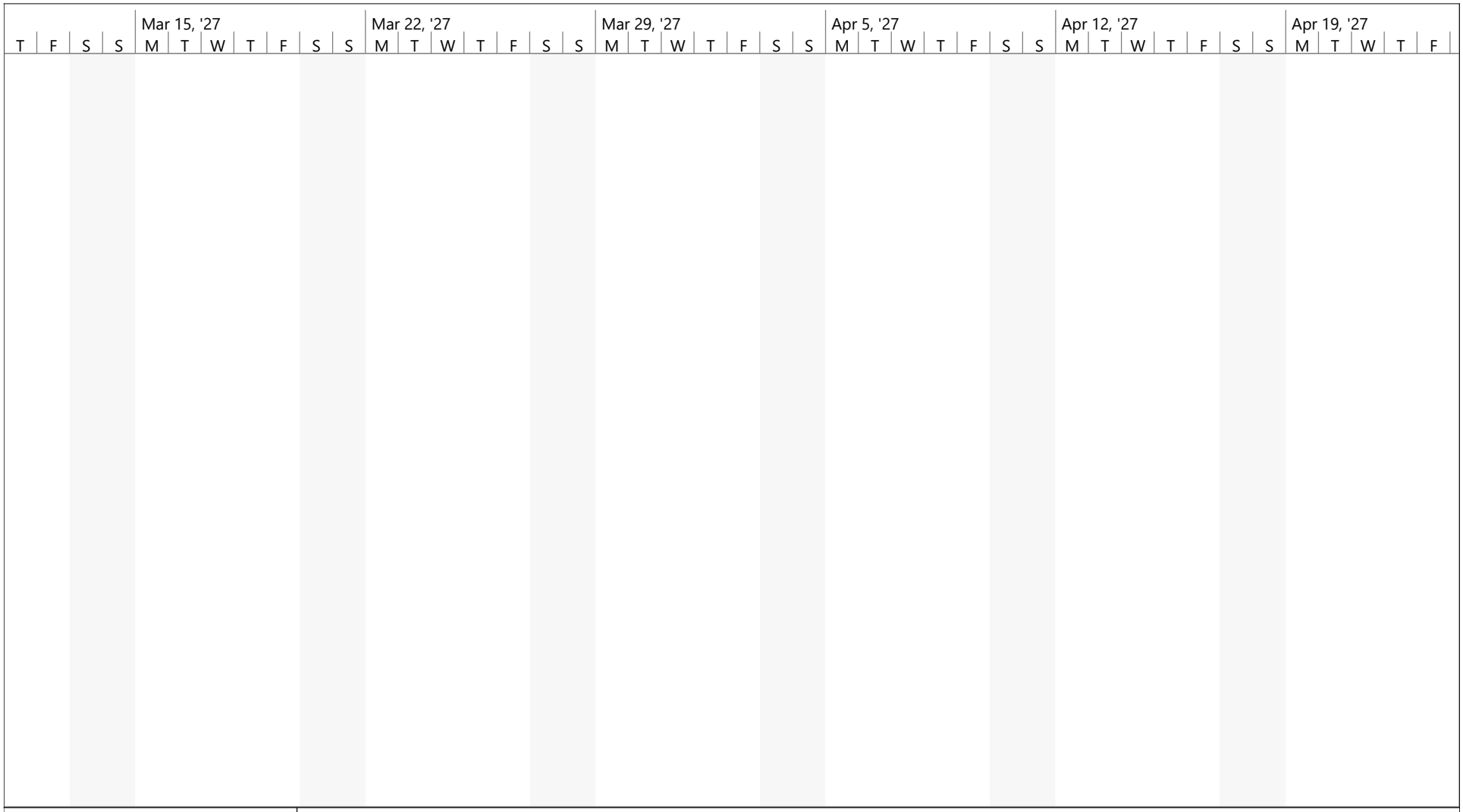
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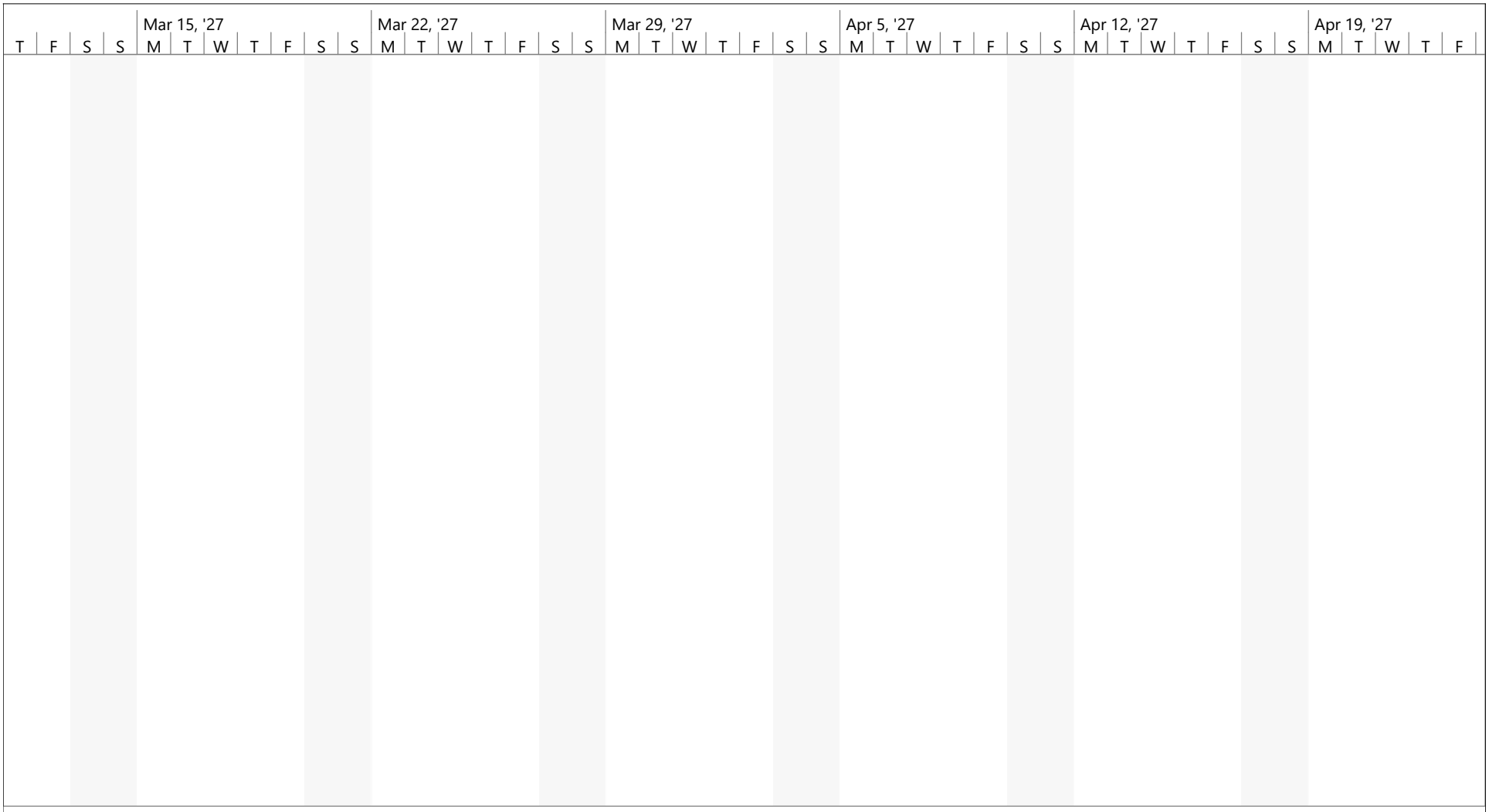
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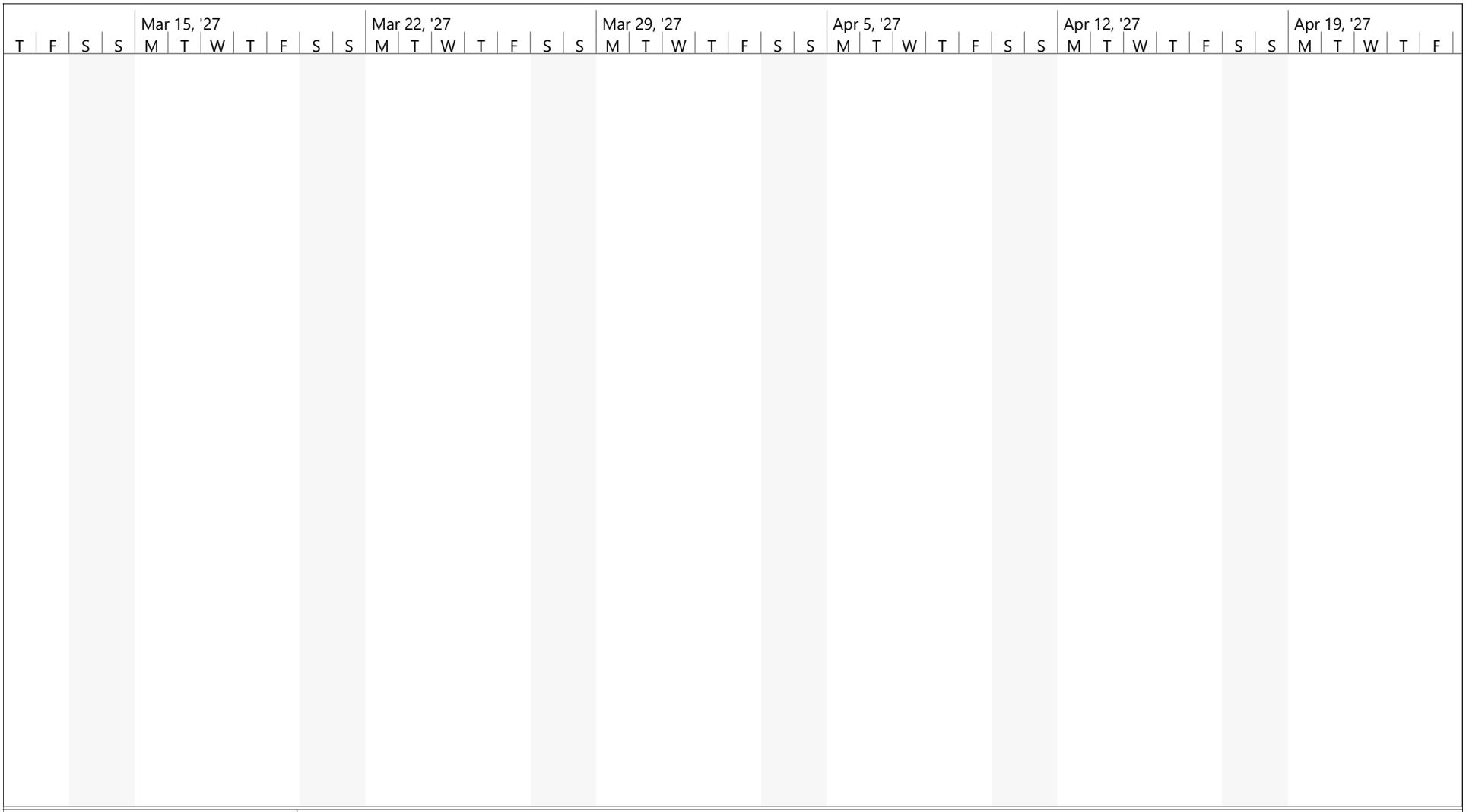
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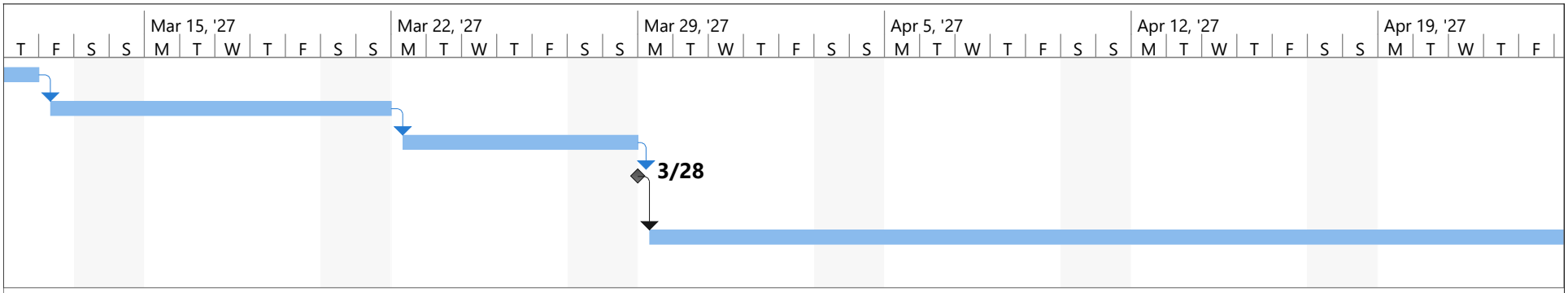
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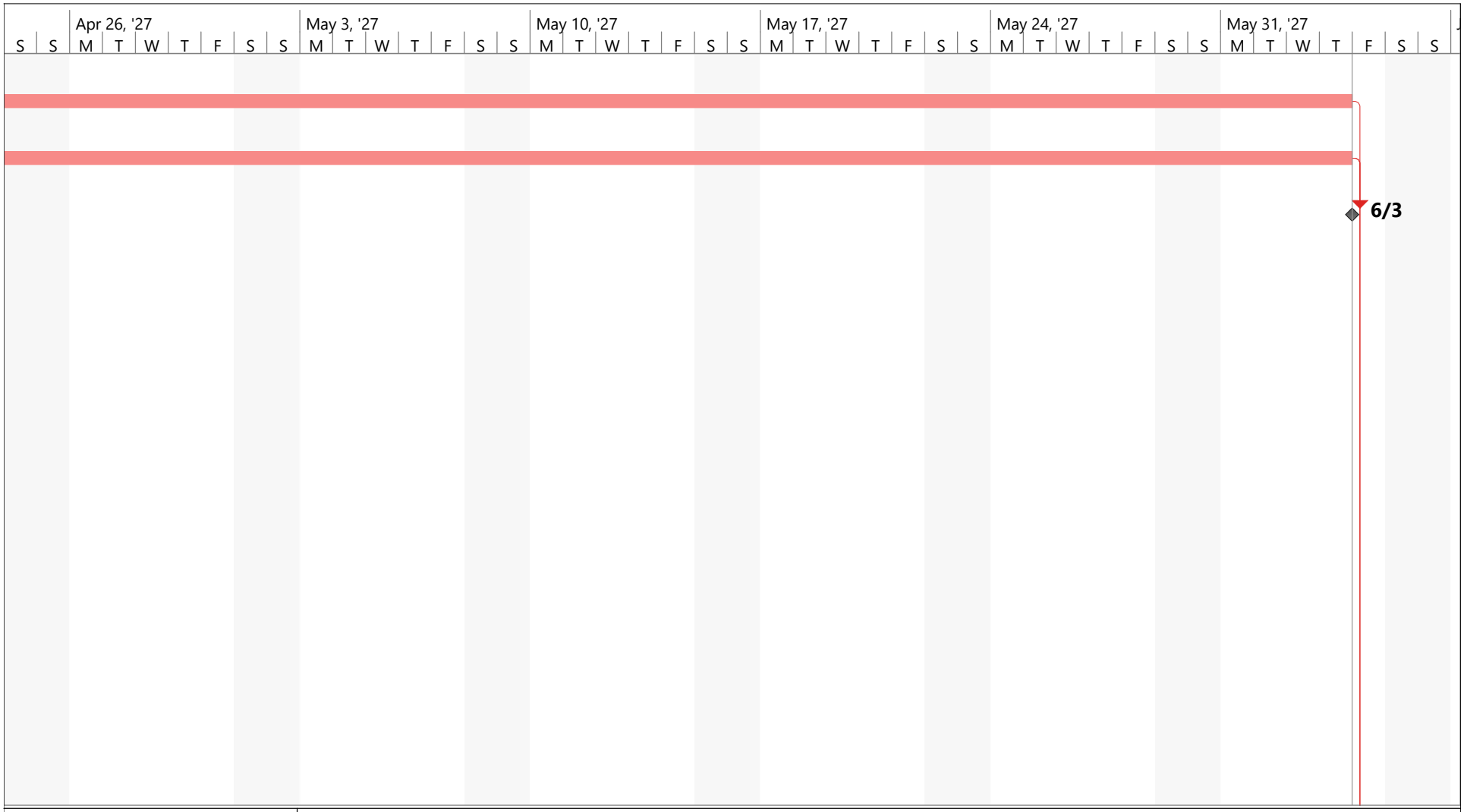
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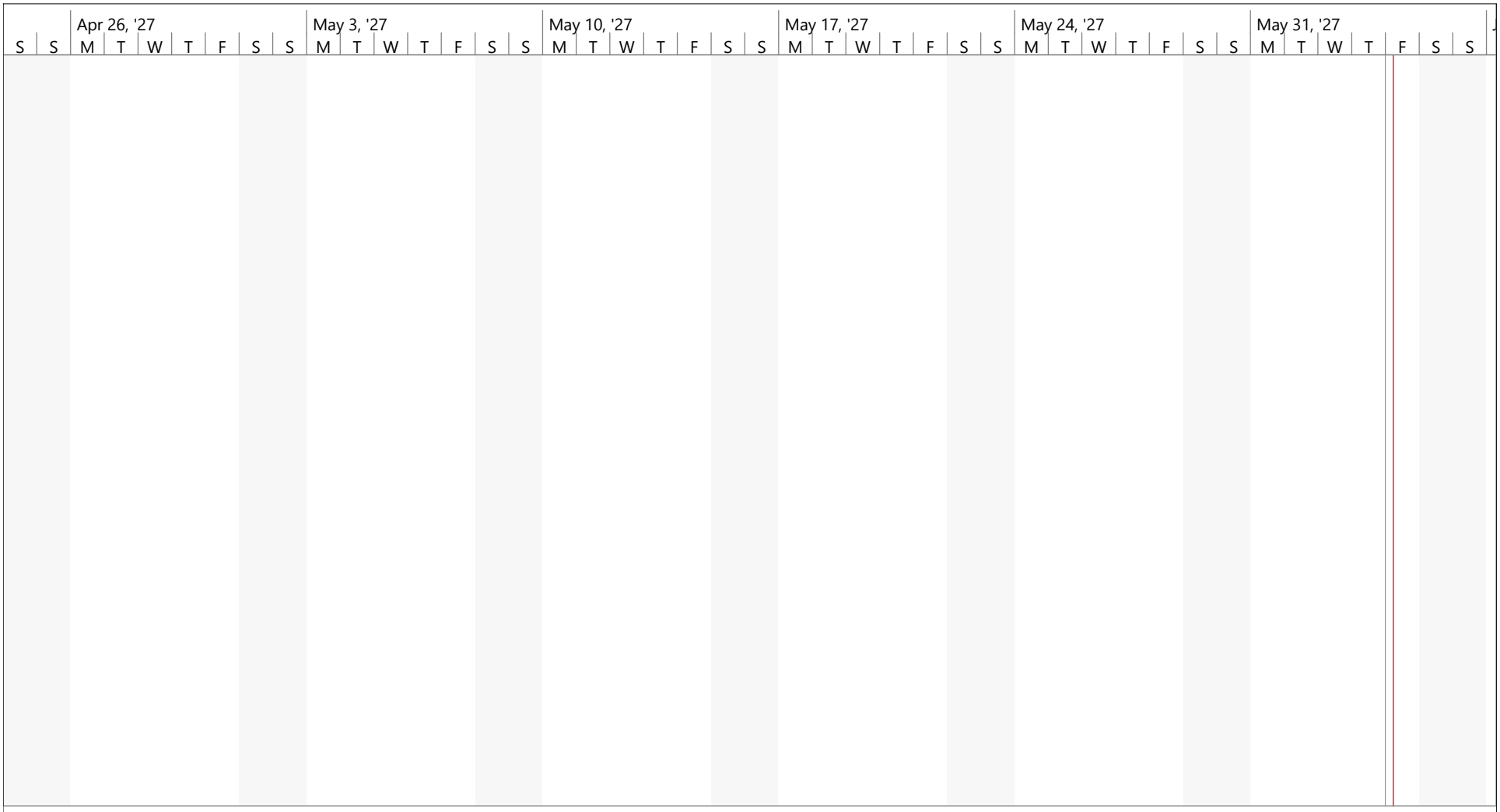
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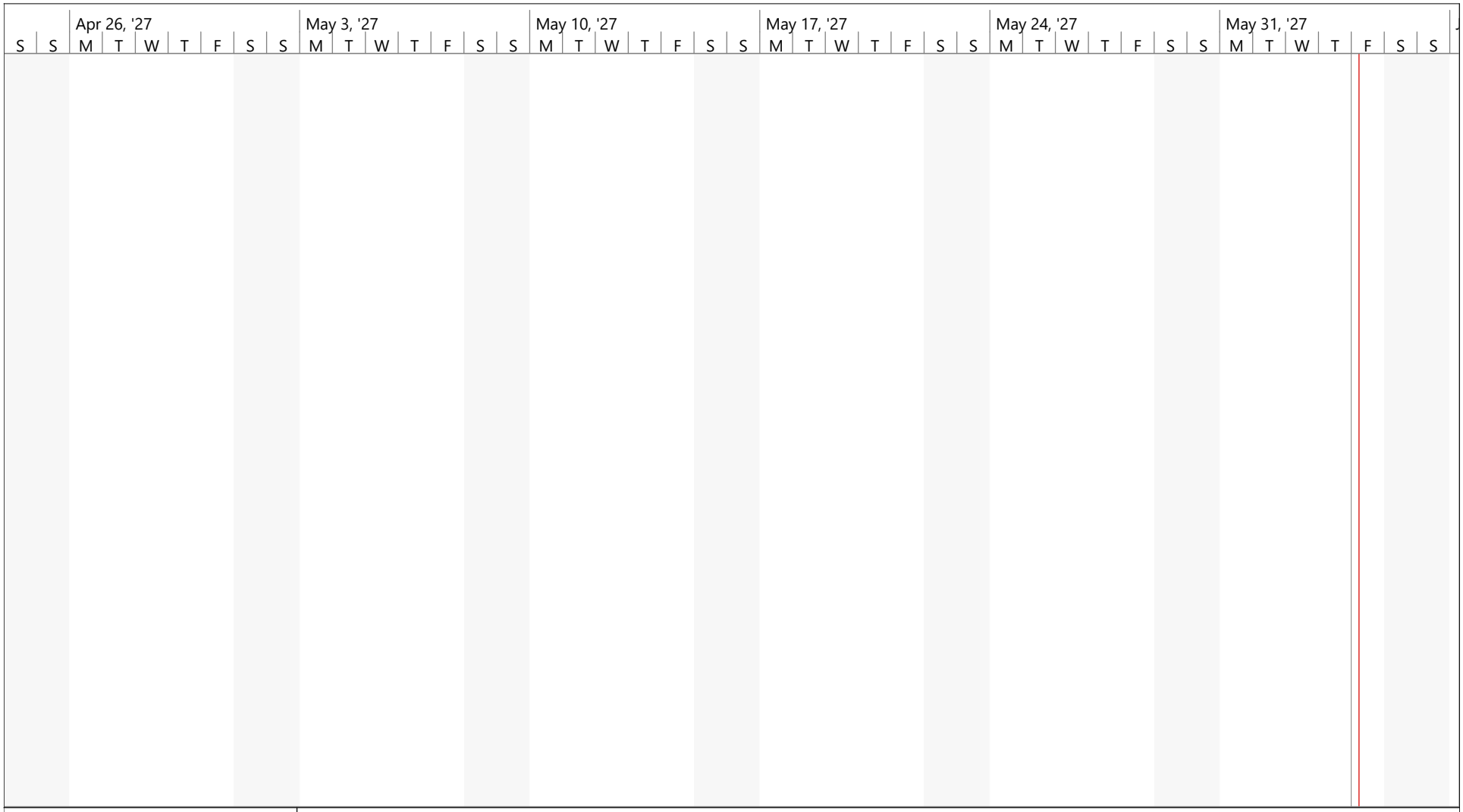
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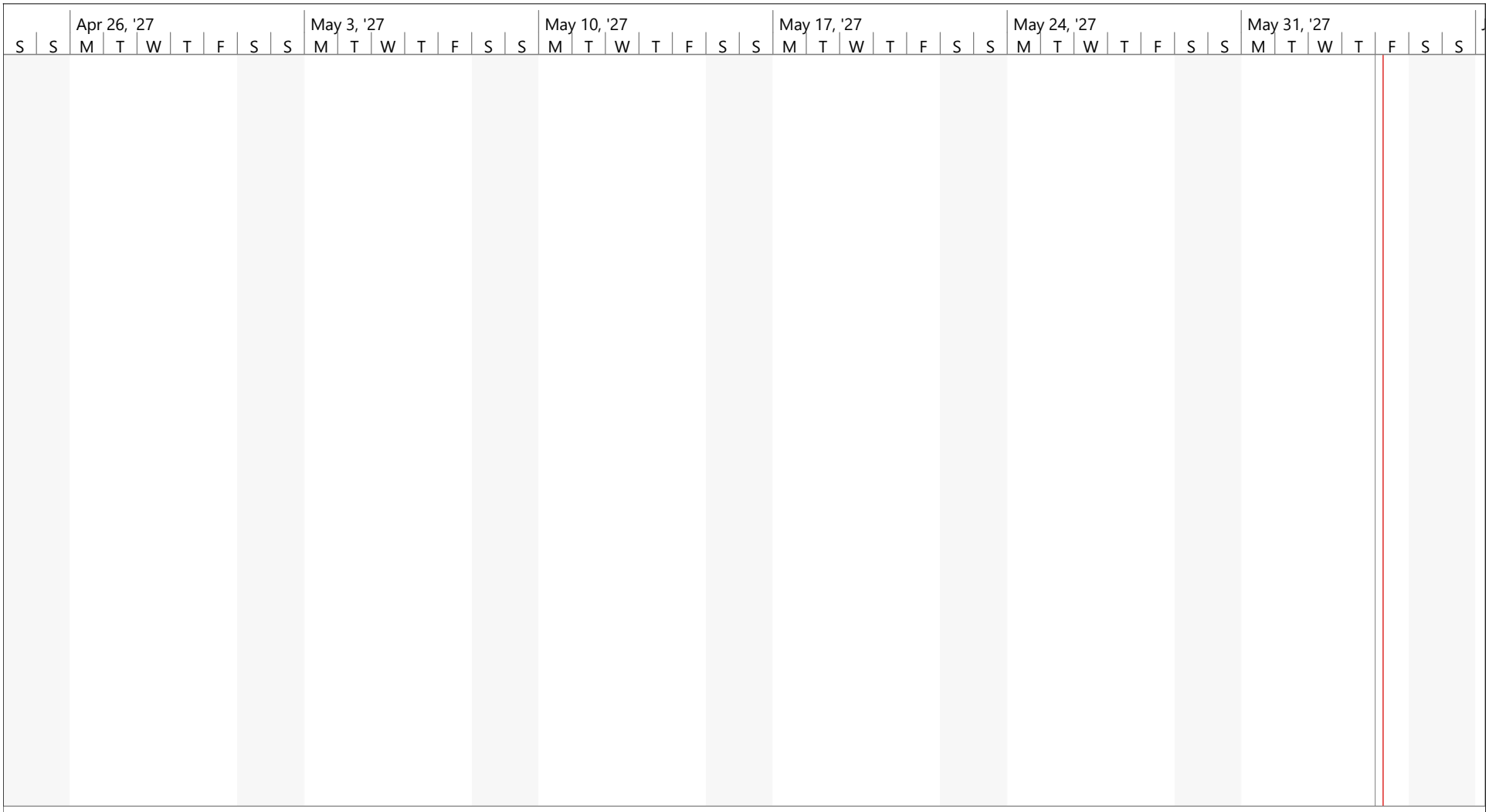
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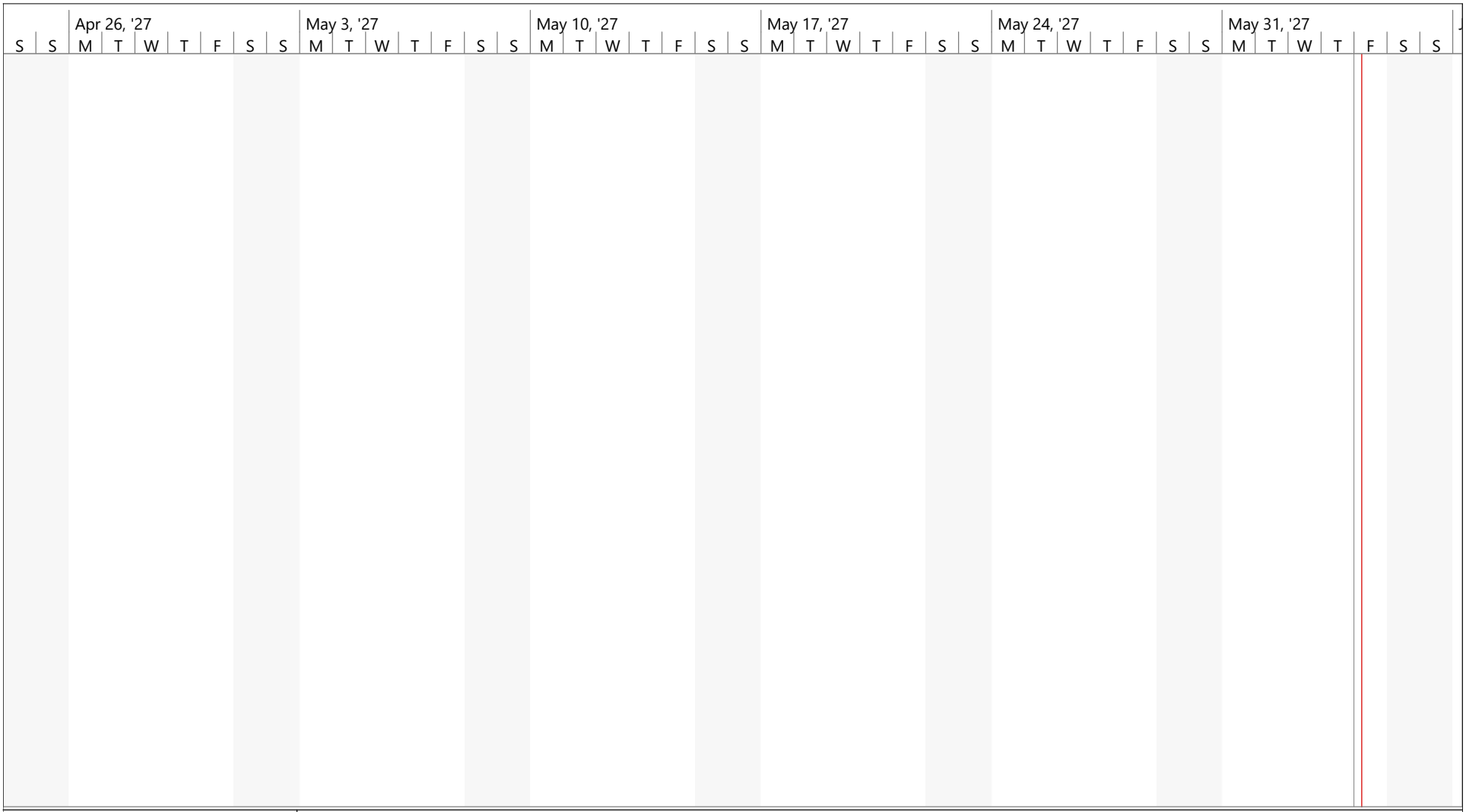
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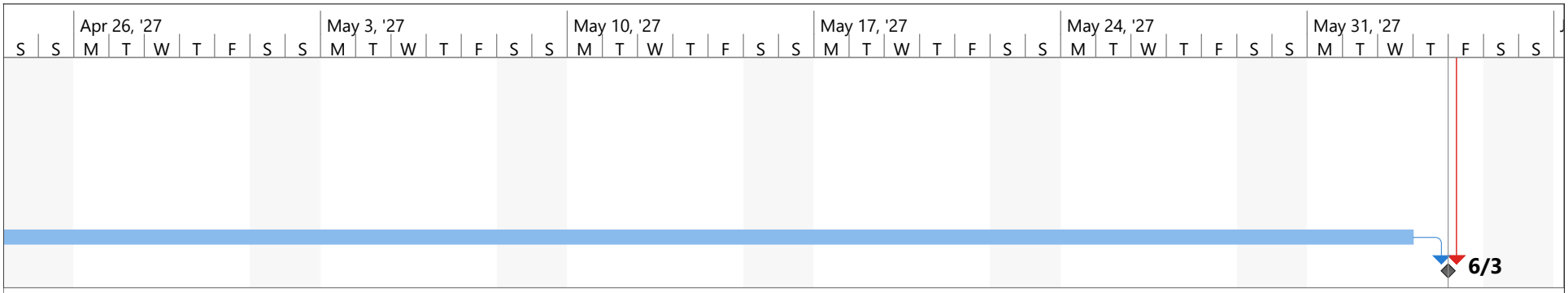
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Village of Key Biscayne Reference Check Questionnaire Summary
ITB # 2026-06 Harbor Drive Milling, Resurfacing & Roadway Reconstruction

		PEDRAIL SYSTEMS LLC.						V&G CONSTRUCTION SOLUTIONS						H&J PAVING CORP.						THE STOUT GROUP LLC.					
No.	Questions	FDOT	Pinnacle Consulting	RV Behar	OHLA	Horizon Contractors		MDC Solid Waste Mgt.	Village of Palmetto Bay	City of West Miami	City of West Park	MDC Water & Sewer		City of Miami Gardens	City of Miami	City of Doral	City of Sweetwater	MDC		FDOT	City of Miramar	Horizon Contractors	City of Hollywood	City of Miami Beach	
1	Ability to manage the project cost (minimize change orders)			WE		5		5	5	4	WE				N/A						5	5	WE	4	
2	Ability to maintain project schedule (complete on-time or early)			WE		5		5	5	5	WE				N/A						5	5	WE	5	
3	Quality of workmanship (service)			WE		5		5	5	4	WE				N/A						5	5	WE	5	
4	Professionalism and ability to manage work load			WE		4		5	5	4	WE				N/A						5	5	WE	5	
5	Ability to deal with issues, concerns, or discrepancies in a timely manner.			WE		4		5	5	4	WE				N/A						5	5	WE	5	
6	Communication, explanation of risk, and documentation			WE		4		5	5	4	WE				N/A						5	5	WE	4	
7	Ability to be innovative, flexible and follow through in implementation.			WE		4		5	5	4	WE				N/A						5	5	WE	5	
8	How would you rate the accessibility of the company?			WE		5		5	5	4	WE				N/A						4	5	WE	4	
9	Overall, what is your level of satisfaction with the company?			WE		5		5	5	4	WE				N/A						5	5	WE	5	
10	How likely are you to hire this company again?			WE		5		5	5	5	WE				N/A						5	5	WE	5	
	TOTAL OUT OF 50 POINTS	**0**	**0**	**0**	**0**	**46**	**9**	**50**	**50**	**42**	**0**	**0**	**28**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**49**	**50**	**0**	**47**	**29**

Very Satisfied / Exceeded Expectatic	5	WE - Wrong Email
Satisfied / Met Expectations -	4	NR - No Response
Adequate/Minor Weaknesses	3	N/A - Not Able to give reference
Poor/Significant Weaknesses	2	OO - Out of Office
Dissatisfied / Did Not Meet Expectat	1	

VILLAGE OF KEY BISCAYNE

Department of Public Works

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

RE: JUSTIFICATION FOR AWARD TO OTHER THAN THE LOWEST BIDDER

To Whom It May Concern,

The purpose of this memorandum is to document the basis for recommending award of the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project to a proposer other than the apparent low bidder. While price was a significant consideration, the Village's procurement process requires consideration of not only cost, but also a bidder's responsibility, qualifications, relevant experience, past performance, and demonstrated ability to successfully complete the work.

Following a comprehensive review of all proposals submitted in response to ITB 2026-06, staff evaluated each proposer's qualifications, project experience, references, organizational capacity, and ability to successfully deliver a roadway reconstruction project of this size and complexity. Based upon that evaluation, staff determined that the apparent low bidder, Pedrail Systems LLC, did not provide sufficient evidence demonstrating successful experience as the prime contractor on municipal roadway reconstruction projects comparable in size, scope, complexity, and value to the Harbor Drive project.

The Harbor Drive project involves substantial roadway reconstruction activities, including maintenance of traffic, utility adjustments, concrete improvements, pavement restoration, signage and pavement markings, coordination with residents, subcontractor management, project scheduling, quality control, and contract administration. Successful completion of this project requires a contractor with demonstrated experience serving as the lead contractor responsible for managing all aspects of a complex public infrastructure project.

While Pedrail Systems LLC provided examples of roadway-related construction experience, staff was unable to verify a history of serving as the prime contractor on projects of similar magnitude. The proposal did not provide sufficient documentation demonstrating successful delivery of comparable municipal roadway reconstruction projects where Pedrail Systems LLC maintained overall responsibility for project management, coordination, scheduling, and completion. As a result, staff could not establish the same level of confidence in the firm's ability to successfully execute a project of this scale and public visibility.

Conversely, V&G Construction Solutions Corp. demonstrated substantial experience serving as the prime contractor on municipal roadway and infrastructure projects of comparable scope and complexity. The firm's proposal included documented project experience and verifiable references from public agencies confirming successful project delivery, strong project management, adherence to schedules, responsiveness, quality workmanship, and effective coordination throughout construction. Reference checks consistently reflected a high level of satisfaction with the firm's performance and ability to complete projects while minimizing disruptions and addressing issues in a timely manner.

The Village has a responsibility to select the bidder that provides the greatest assurance of successful project completion and the lowest overall risk to the public. While Pedrail Systems LLC submitted the lowest bid price, staff determined that the firm's limited demonstrated experience as a prime contractor on projects of comparable size and complexity presents a higher degree of performance risk to the Village. Given the significance of the Harbor Drive project and its direct impact on residents, traffic operations, and public infrastructure, staff finds that the additional confidence provided by V&G Construction Solutions Corp.'s proven track record, verified project experience, and demonstrated management capabilities outweighs the potential cost savings associated with the low bid.

Based on the totality of the information reviewed, including proposal submissions, reference evaluations, demonstrated project experience, and overall responsibility, staff concludes that award to the apparent low bidder is not in the best interests of the Village. Accordingly, staff recommends award of the Harbor Drive Milling, Resurfacing and Roadway Reconstruction Project to V&G Construction Solutions Corp. as the proposer determined to be the most responsible and best qualified to successfully perform the work and provide the greatest assurance of successful project delivery.

Sincerely,

Christopher Miranda

Christopher Miranda
Director of Public Works

Strategic Procurement Department

Project Worksheet

Project/Contract Title:	**Joint Participation Agreement (JPA) Between Miami-Dade County and The Village Of Key Biscayne for Milling and Resurfacing Of Harbor Drive From W. Mashta Drive To Crandon Boulevard**	**Received Date:**	**7/11/2025**
Project/Contract No:	**3007790**	**Funding Source:**	**Mobility Impact Fees**
Department:	**Transportation & Public Works**		
Estimated Cost of Project/Bid:	**$2,468,789.06**		
Description of Project/Bid:	**The project consists of milling and resurfacing of Harbor Drive from W. Mashta Drive to Crandon Boulevard.**		

Contract Measures

Measure	Program	Goal Percent
Goal	SBE - Services	2.02%

Reasons for Recommendation

SMALL BUSINESS ENTERPRISE - GOODS & SERVICES (SBE-G&S).
An analysis of the factors contained in Implementing Order 3-41 indicates a 2.02% SBE-G&S subcontractor goal is appropriate in the following commodity/service areas: NIGP (79050) Sod, Grass, and NIGP (98852) Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services.

NAICS 237310 Highway, Street, and Bridge Construction, NAICS 237990 Other Heavy and Civil Engineering Construction, NIGP 79050 Sod, Grass, NIGP 98852 Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services

Small Business Contract Measure Recommendation

Subtrade	Category
Sod, Grass	SBE-G&S
Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services	SBE-G&S

Living Wages:	YES [ ]	NO [X]	**Highway:**	YES [ ]	NO [X]	**Heavy Construction:**	YES [ ]	NO [X]
Responsible Wages:	YES [ ]	NO [X]	**Building:**	YES [ ]	NO [X]			

Laurie Johnson
Section Chief, Project Review & Analysis Unit

7/11/2025
Date

Memorandum

Date:	February 3, 2026
To:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners
From:	Daniella Levine Cava Mayor
Subject:	Joint Participation Agreement with the Village of Key Biscayne for the County to Provide the Village with Funding of up to $1,915,059 for the Milling and Resurfacing of Harbor Drive from West Mashta Drive to Crandon Boulevard

TC
Agenda Item No. 3(G)

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve a Joint Participation Agreement (JPA) with the Village of Key Biscayne (Village) for the County to provide the Village up to $1,915,059 in Mobility Impact Fee (MIF) funds for the milling and resurfacing of Harbor Drive. All costs in excess of this will be covered by the Village. The improvements consist of the milling and resurfacing between W Mashta Drive to Crandon Boulevard, ultimately aiming to maximize vehicular and pedestrian safety. Construction is anticipated to begin in Spring 2026.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a JPA between Miami-Dade County and the Village for the County to reimburse the Village up to $1,915,059 for a roadway project consisting of the milling and resurfacing of Harbor Drive from W Mashta Drive to Crandon Boulevard.

Scope

The Project is located in District 7, which is represented by Commissioner Raquel Regalado.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. The item also authorizes the County Mayor or County Mayor's designee to exercise the provisions of the agreement, including termination provisions, and to approve amendments to the agreement provided that the amendment does not require the expenditure of County funds. No additional delegation of authority is requested within the body of this contract.

Fiscal Impact/Funding Source

The construction cost estimate and the County funding obligation for the project is $1,915,059 (this amount includes a 10% contingency), which will be provided by Mobility Impact Fee Zone A funds. Any additional expenses, including the possible contingency costs, will be the responsibility of the Village.

Program	County Budget	Funding Source
2000000539 Resurfacing Countywide Improvements	FY25-26 Proposed Budget & Multi-Year Capital Plan; Volume 2, Page 150	Mobility Impact Fee

Track Record/Monitor
The County will utilize the resources of the Village to design the project on a reimbursable basis. Quarterly disbursement of County funds to the Village shall be based upon the Village's submissions with certified copies of the paid contractor invoices.

The project will be assigned to Rene Idarraga, P.E., Chief, Construction Division, Department of Transportation and Public Works (DTPW), who will oversee construction inspections conducted by DTPW before the release of construction funds is recommended. The work covered under this JPA has been reviewed by the County's Small Business Development Office. The project has a race-neutral aspirational 2.02% SBE-G&S Subcontractor Goal.

Background
The Village is planning a road improvement project along Harbor Drive from W Mashta Drive to Crandon Boulevard. The project, which includes the milling and resurfacing of the roadway, will benefit the Village residents and visitors by enhancing vehicular and pedestrian safety.

On May 13, 2025, the Village Council adopted Resolution No. 2025-14 approving this JPA. The Village will implement a Public Involvement Plan (PIP) during the design and construction of the project to provide information to property owners, tenants, and area residents for major work to be performed in the area. If the project requires the acquisition of additional right-of-way, the Village shall acquire such right-of-way to complete the project at no cost to the County. The anticipated construction start date is Spring 2026.

Jimmy Morales
Chief Operating Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) _____) to approve**
✓ _____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE TO PROVIDE THE VILLAGE OF KEY BISCAYNE WITH FUNDING IN AN AMOUNT UP TO $1,915,059.00 FOR THE MILLING AND RESURFACING OF HARBOR DRIVE FROM WEST MASHTA DRIVE TO CRANDON BOULEVARD; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING THE AUTHORITY TO TERMINATE THE AGREEMENT AND TO APPROVE AMENDMENTS TO THE AGREEMENT PROVIDED THAT THE AMENDMENT DOES NOT REQUIRE THE EXPENDITURE OF COUNTY FUNDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, both the Village of Key Biscayne ("Village") and Miami-Dade County ("County") wish to facilitate a roadway improvement project to mill and resurface Harbor Drive from West Mashta Drive to Crandon Boulevard,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Joint Participation Agreement between Miami-Dade County and the Village of Key Biscayne providing up to $1,915,059.00 to the Village of Key Biscayne for eligible expenses incurred in the construction of these improvements, in substantially the form attached hereto and made a part hereof (the "Agreement").

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County and to exercise the provisions contained therein, including the authority to terminate the agreement and to approve amendments to the Agreement provided that the amendment does not require the expenditure of County funds.

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

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Annery Pulgar Alfonso

Docusign Envelope ID: 08626507-2538-45C1-B9B2-79FF9FC2DD38

JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE VILLAGE OF KEY BISCAYNE

This AGREEMENT, made and entered into this _____day of _____, 20__, by and between the VILLAGE KEY BISCAYNE, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "Village", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

Milling and resurfacing Harbor Drive from W Mashta Drive to Crandon Boulevard; and

WHEREAS, the County wishes to utilize the resources of the Village to contract and construct the Project, subject to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1. **RESPONSIBILITIES OF VILLAGE:**

1.1 Recitals: The recitals are true and correct and are incorporated herein by this reference to form a part of this Agreement.

1.2. Effective Date: This Agreement shall become effective on the date upon which the resolution adopted by the Board of County Commissioners approving this Agreement becomes effective.

1.3. **Design**: The Village shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation (FDOT), County, and/or Village, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works (DTPW) Director. The Village consultants shall be made available to the County at the Village's cost solely to review shop drawings and perform required post-design services limited to Project design.

1.4. **Permits and Approvals**: The Village shall obtain all necessary permits, including any permits required by the County, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The Village shall make all necessary adjustments as required for approval and/or permitting by those agencies. The Village shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The Village shall not pay for any permits required by the County DTPW.

1.5. **Right-of-Way**: The Village shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.

1.6. **Public Information and Involvement:** The Village will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed

in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The Village shall submit a copy of the PIP to the County DTPW Director for review and concurrence prior to its implementation.

Projects that exceed $1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

1.7. **Publicity:** By the acceptance of these funds, the Village agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The Village shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The Village shall submit sample or mock-up of such publicity or materials to the County for review and approval. The Village shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

1.8. **Accounting:** The Village shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The Village agrees to permit the County auditors to inspect the books, records and accounts of the

Project for five (5) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.

1.9. **Construction**: The Village shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The Village may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the Village discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing Village contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the Village shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement, and include such requirements in all solicitations. Prior to the advertisement to solicit a licensed contractor to construct the Project, the Village shall forward to the County DTPW Capital Division all necessary documentation to review for the application of Small Business Enterprises (SBE) measures, Wage and Workforce requirements. request concurrence to advertise. In turn DTPW, will contain concurrence from Small Business Development (SBD).

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and Village as joint obligees

or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and Village. The commitment for the expenditures of any contingency funds shall not be made by the Village without the prior written approval of the County DTPW Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the Village to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the Village and the Village determination of the advantageous bid or proposal, the Village shall provide said evaluation to the County DTPW Director for review and approval. SBD shall also be required to conduct a Pre-award Compliance review to determine the bidders' compliance with the SBE measures prior to Village awarding the contract. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County DTPW Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the Village.

1.10. **Claims and Change Orders:** The Village shall notify the County DTPW Director in writing when claims or change orders arise. The Village shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or

other requests for approvals submitted by the Village. SBD shall also be notified of any change orders to evaluate the applicability of SBE measures.

1.11. **Construction Administration and Inspection**: The Village shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The Village may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County DTPW Director shall have final authority subsequent to an independent final inspection by the County. The Village representative and the County's designated representative shall jointly perform the inspection of the project which immediately precedes substantial completion. The Village shall certify upon completion that the project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the Village and obligations of maintenance responsibilities and to the parties shall be subject to the final acceptance of the project by the County DTPW Director.

1.12. **Coordination with Miami-Dade County Public Schools**: Due to potential safety, operational and bus transportation impacts, the Village shall coordinate with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

1.13. **Nondiscrimination**: During the performance of this Agreement, the Village agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age,

disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Village attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami- Dade County Resolution No. R-385-95. If the Village or any owner, subsidiary or other firm affiliated with or related to the Village is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Village submits a false affidavit pursuant to this Resolution or the Village violates the Act or the Resolution during the term of this agreement, even if the Village was not in violation at the time it submitted its affidavit. The provisions of Section 1.13 shall be included in any agreement between the Village and any consultant and/or contractor performing work on this Project.

2. **RESPONSIBILITIES OF COUNTY:**

2.1 **Funding Amount, Reimbursement of Project Costs**: The construction cost estimate for the Project is $1,915,059 (this amount includes ten percent (10%) contingency). Subject to and contingent upon the Board of County Commissioners' and the Transportation Planning Organization's review and approval process pursuant to Chapter 33E of the Code of Miami-Dade County, Florida, the County agrees to provide funds up to $1,915,059 for eligible costs, as defined herein, incurred by the Village for the construction of the Project. The County shall disburse to the Village funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by Miami-Dade Board of County Commissioners.

2.2. **County Payments of Project Costs**: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

Funding Amount	Funding Source	County Fiscal Year of Commitment
$1,915,059	Mobility Impact Fee Zone A	2025-2026

2.3. **Project Cost Adjustments**: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise the funds available for the Project.

3. **ELIGIBLE COSTS**: The parties agree that only the below identified costs that may be incurred by the Village and that are directly related to the Project are eligible for

reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the Village may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the Village shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the Village shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County DTPW Director. Quarterly disbursement of County funds to the Village shall be based upon Village invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The Village acknowledges that a delay in the County's

processing of invoices may occur if subcontractor reporting required by County Code is not current, as reflected in County's Business Management Workforce System (see Section 6 of this Agreement). Final invoice shall be submitted 120 working days after contractor receives final acceptance from the Village. The County may elect to terminate this Agreement due to the Village failure to invoice and close the project and any funds left from the County's funding commitment pursuant to Section 2.1 will become available to be redirected for any expenditure that the County shall determine.

5. **COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

6. **SMALL BUSINES, WAGE, AND WORKFORCE PROGRAMS COMPLIANCE AND OVERSIGHT:** Whenever federal or state funds are used, the Village agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise (SBE) Goods Program, the SBE Services Programs, the SBE Architecture and Engineering Program, the SBE Construction Service Program, the Community Workforce Program (CWP), the Resident First Training and Employment Program (RFTE), and the Responsible Wages and Benefits Ordinance, Section 2-11.16 of the County Code. The program provisions are available https://www.miamidade.gov/global/business/smallbusiness/business-development-legislation.asp. Specifically, the Village agrees to abide by the applicable contract

measures recommendation(s) established by the County's SBD Division Project Worksheet for the participation of specified business entities and/or trades for Wage and Workforce requirements, as administered by SBD. The County's web-based Business Management Workforce System (BMWS) shall be utilized to comply with SBE, wage, and workforce program and Subcontractor reporting requirements (https://mdcsbd.gob2g.com). SBD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Miami-Dade County Code and Implementing Orders. Failure to comply with the requirements of the executed Agreement by the Village, the County will withhold payment in the amount equivalent to the fines which will be assessed against a private contractor.

7. **PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the Village, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

8. **INDEMNIFICATION**: To the extent authorized by Florida law, the Village hereby agrees to indemnify, defend, save and hold harmless the County to the extend of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically

understood and agreed that this indemnification clause does not cover or indemnity the County for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the Village to perform the work, the Village shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting form such breach of non-performance unless the Village, at its option, pursues such claims, actions or cause of action through arbitration, administrative proceeding or lawsuit. The Village agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the Village of Village funds (not otherwise reimbursed or funded by the County), shall be returned to the Village by the County, within sixty (60) business days of receipt.

9. **DISPUTE RESOLUTION, APPLICABLE LAW**: The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

10. **TERMINATION AND DEFAULT**: If the Village fails to issue a Notice to Proceed (NTP) for the construction of the Project by October 30, 2026 (NTP Deadline), the

County shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Village of a requirement that an NTP for the construction of the Project

be issued by a new date to be set by the County. If the County elects to terminate the Agreement due to the Village's failure to issue an NTP by the NTP Deadline, the funds provided in Section 2.1 for this Project will become available to be redirected for any expenditure that the County shall determine.

11. **JOINT PREPARATION**: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from other.

12. **SEVERANCE**: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the Village or County elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. **NOTICES**: Any and all notices required to be given under this Agreement shall be sent by first class mail, addressed as follows:

To the County:
Attention: Director, Department of Transportation and Public Works
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the Village:
Attention: Steve Williamson

Village Manager
Village of Village of Key Biscayne

14. **ENTIRE AGREEMENT, AMENDMENTS**: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT, AND
COMPTROLLER

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
County Mayor of County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

_____
Assistant County Attorney

ATTEST:

VILLAGE OF VILLAGE OF KEY BISCAYNE, a municipal corporation of the State of Florida

BY: DocuSigned by: Jocelyn B. Koch
Village Clerk

BY: DocuSigned by: Steven C Williamson
Village Manager

(Affix Village Seal)

Signed by:

Approved by Village Attorney
as to form and legal sufficiency

DocuSigned by: Chad Friedman
Village Attorney

STAFF MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 30, 2026

TO: Honorable Mayor and Councilmembers

FROM: Steven C. Williamson, Village Manager

RE: Award of RFQ No. 2026-03 – Continuing Architectural, Engineering & Planning Services

RECOMMENDATION

Recommend the Village Council authorize the Village Manager to negotiate and enter into continuing professional services agreements with the selected firms identified through RFQ No. 2026-03 – Continuing Architectural, Engineering & Planning Services for the twelve (12) professional disciplines listed herein. Also, authorize the Village Manager to negotiate with the next highest-ranked firm within the applicable discipline should negotiations with any recommended firm fail to result in an acceptable agreement.

DISCUSSION

Purpose: This solicitation is to establish a pool of qualified architectural, engineering, planning, and specialty consulting firms to provide professional services on an as-needed basis in support of the Village's Capital Improvement Program (CIP), infrastructure initiatives, resiliency projects, transportation improvements, facility upgrades, planning efforts, and other operational needs. Establishing multiple continuing service contracts allows the Village to efficiently procure professional services and ensure access to specialized technical expertise across a broad range of disciplines. Each agreement shall be for an initial three (3) year term with two (2) optional one-year renewal periods.

Background: The Village routinely utilizes continuing professional service contracts to efficiently deliver capital projects, respond to operational needs, and provide specialized technical expertise in accordance with Florida's Consultants' Competitive Negotiation Act (CCNA). The Village's existing continuing architectural and engineering contracts are approaching expiration, making it necessary to competitively solicit a new pool of qualified consultants.

Under Florida's Consultants' Competitive Negotiation Act (CCNA), continuing contracts may be used only for projects that fall within the statutory limits, including professional services for study activities where the estimated fee does not exceed $500,000 and construction projects where the estimated cost does not exceed $7.5 million. Accordingly, any assignment that is anticipated to exceed these thresholds, including pre-construction services associated with a construction project above the statutory limit, would require a separate procurement process rather than use of the prequalified continuing services list.

On February 26, 2026, the Village issued Request for Qualifications (RFQ) No. 2026-03 – Continuing Architectural, Engineering & Planning Services. The solicitation was publicly advertised on the Village's website, DemandStar, the Village Notice Board, and in the Miami *Herald*. A non-mandatory pre-proposal conference was conducted to review the scope of services and answer questions from interested firms.

The RFQ sought qualified firms capable of providing professional services in twelve (12) disciplines including Architectural & Interior Design, Civil Engineering, Coastal Engineering, Construction Engineering & Inspection (CEI), Construction/Project Management, Landscape Architecture, Mechanical, Electrical & Plumbing (MEP) Engineering, Urban Planning, Structural Engineering, Sustainability Consulting, Traffic & Transportation Engineering, and Water Resources Engineering.

Thirty-eight (38) proposals were received, of which thirty-seven (37) were determined to be responsive following Procurement's review. An Evaluation Committee comprised of representatives from the Public Works Department, Capital Improvements Program, Building, Zoning and Planning Department, Parks and Recreation Department, and the Office of Resilience evaluated each submission based on Project Approach (30 points), Organizational Profile (30 points), and Experience and Qualifications (40 points). Following the initial review, the Committee shortlisted up to six firms within each discipline for presentations and final evaluation before completing the scoring and ranking process.

Justification: The firms recommended for award demonstrated superior qualifications, technical expertise, organizational capacity, project approach, and experience performing work comparable in scope and complexity to the professional services anticipated by the Village over the term of the agreements. The recommended firms also demonstrated extensive experience providing services to municipalities and other public agencies throughout South Florida and possess the staffing resources necessary to successfully support multiple concurrent projects.

Rather than selecting a single consultant for each discipline, staff recommends establishing multiple continuing service agreements. This approach provides the Village with the flexibility to assign task orders based on consultant expertise, workload, project schedule, and specialized technical capabilities while maintaining competition, improving responsiveness, and ensuring continuity of services throughout the duration of the contracts.

Based upon the Evaluation Committee's scoring and ranking, staff recommends award of continuing services agreements to the following firms:

Architectural & Interior Design
- Stantec Consulting Services Inc.
- Gurri Matute P.A.
- Tamara Peacock Company Architects of Florida Inc.

Civil Engineering
- AECOM Technical Services Inc.
- Stantec Consulting Services Inc.
- CES Consultants Inc.
- HDR Engineering Inc.
- Kimley-Horn and Associates Inc.

Coastal Engineering
- Moffatt & Nichol Inc.
- Stantec Consulting Services Inc.
- AECOM Technical Services Inc.

Construction Engineering & Inspection (CEI)
- E Plus Engineering & Construction
- CES Consultants Inc.
- Stantec Consulting Services Inc.

Construction / Project Management
- CES Consultants Inc.
- Stantec Consulting Services Inc.
- The Engineering Company LLC.

Landscape Architecture
- Savino & Miller Design Studio P.A.
- KCI Technologies Inc.
- Stantec Consulting Services Inc.

Mechanical, Electrical & Plumbing (MEP) Engineering
- SGM Engineering Inc.
- AECOM Technical Services Inc.
- Grafe-USA Inc.
- HDR Engineering Inc.
- Falcon Engineering Co. LLC.

Urban Planning
- Stantec Consulting Services Inc.

- Calvin, Giordano & Associates Inc.
- The Corradino Group Inc.

Structural Engineering

- HDR Engineering Inc.
- AECOM Technical Services Inc.
- KCI Technologies Inc.
- CHA Consulting Inc.

Sustainability Consulting

- Stantec Consulting Services Inc.
- HDR Engineering Inc.
- AECOM Technical Services Inc.

Traffic & Transportation Engineering

- HDR Engineering Inc.
- AECOM Technical Services Inc.
- Stantec Consulting Services Inc.
- Calvin, Giordano & Associates Inc.
- CHA Consulting Inc.
- Keith and Associates Inc.

Water Resources Engineering

- AECOM Technical Services Inc.
- HDR Engineering Inc.
- A.M.I. Engineering LLC.

The additional firms recommended within the Structural Engineering and Traffic & Transportation Engineering disciplines will provide the Village with additional professional capacity to meet anticipated project demands, maintain continuity of services, and ensure adequate resources remain available throughout the contract term.

Implementation/Integration Plan: Upon Council approval, staff will negotiate final hourly rates and execute continuing professional services agreements with the recommended firms. Individual project assignments will be issued through project-specific task orders in accordance with the executed agreements, Florida Statutes, and the Village's Procurement Code. Consultant selection for each task order will consider project complexity, technical expertise, consultant availability, workload, and the best interests of the Village.

RESOURCE IMPACT

- **Recurring Funding:** Operational and Capital Budgets (project dependent)
- **Personnel:** No new personnel required
- **Equipment:** No new Village equipment required
- **Facilities:** Not applicable

FUNDING SOURCES

- **GL Code**: The funding source for these contracts depends on the project they are associated with. For the majority they will fall within the CIP fund or in the professional services accounts within a department's operating budget.
- **Budget Line-Item**: See above explanation.
- **Amount**: Varies by task and scope of services
- **Maintenance & Repair:** N/A
- **Replacement Units:** N/A

STRATEGIC CONNECTION

The Continuing Architectural, Engineering & Planning Services contracts directly support the Village's strategic goals by providing timely access to qualified professional consultants necessary to plan, design, permit, administer, and deliver the Village's infrastructure, resiliency, transportation, utility, parks, and municipal facility improvement projects.

- **Goal** – Effective & Efficient Government Services

- **Focus Area** – Transform Operational Systems
- **Action** – Renew architecture and engineer professional services agreements

ATTACHMENT(S)

A. Procurement Documents Links Sheet
    - Recommended Proposals listed on Attachment A (Links to Documents for Each Category)
B. Bid Tabulation Sheet
C. Procurement Recommendation of Award Memo for RFQ No. 2026-03
D. Request for Qualification (RFQ) # 2026-03 – Continuing Architectural, Engineering and Planning Services

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 RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING VARIOUS CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2026-03 FOR CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne ("Village") issued Request for Qualifications No. 2026-03 ("RFQ") for continuing Architectural, Engineering, and Planning Services (the "Services"); and

WHEREAS, the RFQ sought qualifications for the Services in 12 different categories; and

WHEREAS, 37 firms submitted their qualifications by the RFQ deadline; and

WHEREAS, the Evaluation Committee short listed firms and ranked the top consultants in each of the 12 different categories, as reflected on Exhibit "A" attached hereto and incorporated herein (collectively, the "Consultants"); and

WHEREAS, the Village Manager recommends that the Village Council select the Consultants to perform the Services in each of the respective categories; and

WHEREAS, the Village Council desires to select the Consultants as the most qualified firms for the Services in each of the respective categories and authorize the Village Manager to negotiate agreements with each of the top-ranked Consultants, which agreements shall be presented to the Village Council for approval at a future meeting; 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 Consultants for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate agreements with the top-ranked Consultants for the Services in each of the respective categories, which agreements shall be presented to the Village Council for approval at a future meeting. If an agreement cannot be reached with the top-ranked Consultants, the Village Manager is authorized to negotiate with the next highest ranked firm until an agreement in the best interest of the Village is reached.

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

PASSED and ADOPTED this _____ day of _____, 2026.

_____
JOE I. RASCO

ATTEST:

_____
JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

TOP-RANKED CONSULTANTS PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2026-03 FOR CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES

Category 1: Architecture & Interior Design

1. Stantec Consulting Services Inc.
2. Gurri Matute P.A.
3. The Tamara Peacock Company Architects of Florida, Inc.

Category 2: Civil Engineering

1. AECOM Technical Services Inc.
2. Stantec Consulting Services, Inc.
3. CES Consultants, Inc.
4. HDR Engineering Inc.
5. Kimley-Horn and Associates Inc

Category 3: Coastal Engineering

1. Moffatt & Nichol, Inc.
2. Stantec Consulting Services, Inc.
3. AECOM Technical Services Inc.

Category 4: Construction Engineering & Inspection

1. E Plus Engineering & Construction
2. CES Consultants Inc.
3. Stantec Consulting Services, Inc.

Category 5: Construction / Project Management

1. CES Consultants Inc.
2. Stantec Consulting Services Inc.
3. The Engineering Company LLC..

Category 6: Landscape Architecture

1. Savino & Miller Design Studio, P.A.
2. KCI Technologies, Inc.
3. Stantec Consulting Services Inc.

Category 7: Mechanical, Electrical, & Plumbing Engineering

1. SGM Engineering, Inc.

2. AECOM Technical Services Inc.
3. Grafe-USA Inc.
4. HDR Engineering Inc.
5. Falcon Engineering Co. LLC.

Category 8: Urban Planning

1. Stantec Consulting Services Inc.
2. Calvin, Giordano & Associates Inc.
3. The Corradino Group, Inc.

Category 9: Structural Engineering

1. HDR Engineering Inc.
2. AECOM Technical Services Inc.
3. KCI Technologies Inc.
4. CHA Consulting Inc.

Category 10: Sustainability Consulting

1. Stantec Consulting Services Inc.
2. HDR Engineering Inc.
3. AECOM Technical Services Inc.

Category 11: Traffic & Transportation Engineering

1. HDR Engineering Inc.
2. AECOM Technical Services Inc.
3. Stantec Consulting Services, Inc.
4. Calvin, Giordano & Associates Inc.
5. CHA Consulting Inc.
6. Keith and Associates Inc.

Category 12: Water Resources Engineering

1. AECOM Technical Services Inc.
2. HDR Engineering Inc.
3. A.M.I. Engineering LLC.

VILLAGE OF KEY BISCAYNE

PROCUREMENT DOCUMENTS LINK

RFQ # 2026-03 Continuing Architectural, Engineering & Planning Services

Below are links to procurement documents for:
(click on each line for document)

1. **Request for Qualifications (RFQ)**
2. **RFQ Addendum No.1**
3. **Bid Tabulation Sheet**
4. **Evaluation Committee Meeting Minutes**
5. **Evaluation Committee Recommendation**

RECOMMENDED PROPOSALS

1) Architectural & Interior Design
- Stantec Consulting Services Inc.
- Gurri Matute P.A.
- Tamara Peacock Company Architects of Florida Inc.

2) Civil Engineering
- AECOM Technical Services Inc.
- Stantec Consulting Services Inc.
- CES Consultants Inc.
- HDR Engineering Inc.
- Kimley-Horn and Associates Inc.

3) Coastal Engineering
- Moffatt & Nichol Inc.
- Stantec Consulting Services Inc.
- AECOM Technical Services Inc.

4) Construction Engineering & Inspection (CEI) Services
- E Plus Engineering & Construction
- CES Consultants Inc.
- Stantec Consulting Services Inc.

5) Construction/Project Management
- CES Consultants Inc.
- Stantec Consulting Services Inc.
- The Engineering Company LLC.

6) Landscape Architecture
- Savino & Miller Design Studio P.A.
- KCI Technologies Inc.
- Stantec Consulting Services Inc.

7) Mechanical, Electrical, and Plumbing Engineering

- SGM Engineering Inc.
- AECOM Technical Services Inc.
- Grafe-USA Inc.
- HDR Engineering Inc.
- Falcon Engineering Co. LLC.

8) Urban Planning

- Stantec Consulting Services Inc.
- Calvin, Giordano & Associates Inc.
- The Corradino Group Inc.

9) Structural Engineering

- HDR Engineering Inc.
- AECOM Technical Services Inc.
- KCI Technologies Inc.
- CHA Consulting Inc.

10) Sustainability Consulting

- Stantec Consulting Services Inc.
- HDR Engineering Inc.
- AECOM Technical Services Inc.

11) Traffic and Transportation Engineering

- HDR Engineering Inc.
- AECOM Technical Services Inc.
- Stantec Consulting Services Inc.
- Calvin, Giordano & Associates Inc.
- CHA Consulting Inc.
- Keith and Associates Inc.

12) Water Resources Engineering

- AECOM Technical Services Inc.
- HDR Engineering Inc.
- A.M.I. Engineering LLC.

6. Purchase Requisition – N/A

Daren Jairam, MBA, MHC
Procurement Officer
djairam@keybiscayne.fl.gov
305-365-7577

Tabulation Sheet

Attachment B

Agency Name Village of Key Biscayne

Bid Number RFQ-2026-03 RFQ-0-2026/dj

Bid Name Continuing Architectural, Engineering and Planning Services

Bid Due Date 04/09/2026 11:30:00 Eastern

Bid Opening **Closed**

38 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	A.M.I. Engineering, LLC	04/09/2026 10:57:34 Eastern	12850 N CALUSA CLUB DR, Miami, FL, 33186	$0.0000	0.0000		Bid Document	✓
2 .	AECOM	04/07/2026 10:28:17 Eastern	2 Alhambra Plaza, Suite 900, Miami, FL, 33134	$0.0000	0.0000		Bid Document	✓
3 .	Arambarri Group	04/09/2026 11:17:57 Eastern	4718 NW 109ct, Miami, FL, 33178	$0.0000	0.0000		Bid Document	✓
4 .	BEA Architects, Inc.	04/09/2026 09:45:10 Eastern	11575 NW 7 Avenue, Miami, FL, 33168	$0.0000	0.0000	Hispanic Owned, Woman Owned	Bid Document	✓
5 .	Calvin, Giordano & Associates, Inc.	04/09/2026 08:30:46 Eastern	1800 Eller Drive, Suite 600, Fort Lauderdale, FL, 33316	$0.0000	0.0000		Bid Document	✓
6 .	CES Consultants, Inc.	04/08/2026 19:38:40 Eastern	3150 SW 38th Avenue, Suite 450, Miami, FL, 33146	$0.0000	0.0000	Hispanic Owned, Small Business	Bid Document	✓
7 .	CHA Consulting, Inc.	04/08/2026 23:17:52 Eastern	3 Winners Circle, Albany, NY, 12205	$0.0000	0.0000		Bid Document	✓
8 .	Chen Moore and Associates	04/09/2026 08:57:45 Eastern	3150 SW 38th Ave, Suite 950, Miami, FL, 33146	$0.0000	0.0000		Bid Document	✓
9 .	Colliers Engineering & Design	04/09/2026 10:06:15 Eastern	101 Crawfords Corner Road, Suite 3400, Holmdel, NJ, 07733	$0.0000	0.0000		Bid Document	✓
10 .	Connect Engineering LLC	04/09/2026 08:56:09 Eastern	2645 SW 37th Ave, Miami, FL, 33133	$0.0000	0.0000		Bid Document	✓
11 .	Craig A. Smith & Associates	04/08/2026 15:18:56 Eastern	1425 E. Newport Center Drive, Deerfield Beach, FL, 33442	$0.0000	0.0000		Bid Document	✓
12 .	E Plus Engineering and Contractors	04/08/2026 15:45:19 Eastern	200 NW 63rd Ct., Miami, FL, 33126	$0.0000	0.0000		Bid Document	✓
13 .	EAC Consulting, Inc.	04/09/2026	5959	$0.0000	0.0000	African	Bid Document	

		09:37:41 Eastern	Waterford District Drive, Suite 410, Miami, FL, 33126			American Owned		
14 .	Eastern Engineering Group	04/09/2026 09:15:03 Eastern	3401 NW 82nd Ave, Suite 370, Miami, FL, 33122	$0.0000	0.0000	Hispanic Owned, Small Business, Woman Owned	Bid Document	✓
15 .	EXP U.S. Services Inc	04/09/2026 08:43:30 Eastern	201 Alhambra Circle, 800, Miami, FL, 33134	$0.0000	0.0000		Bid Document	✓
16 .	GHD Services Inc	04/09/2026 10:22:58 Eastern	2055 Nigara Falls Blvd., Suite 3, Niagara Falls, NY, 14304	$0.0000	0.0000		Bid Document	✓
17 .	GIT Consulting LLC	04/09/2026 08:30:24 Eastern	701 Brickell Avenue, Suite 1550, Miami, FL, 33131	$0.0000	0.0000	Small Business	Bid Document	✓
18 .	GRAEF	04/09/2026 11:00:35 Eastern	9200 S. Dadeland Boulevard, Suite 230, Miami, FL, 33156	$0.0000	0.0000		Bid Document	✓
19 .	Gurri Matute PA	04/09/2026 09:17:52 Eastern	5001 SW 74th Court, Suite 208, Miami, FL, 33155	$0.0000	0.0000	Hispanic Owned, Small Business, Woman Owned	Bid Document	✓
20 .	HDR Inc.	04/09/2026 10:35:38 Eastern	8333 NW 53rd St., Suite 302, Doral, FL, 33166-4786	$0.0000	0.0000		Bid Document	✓
21 .	K2M Design, Inc.	04/08/2026 15:20:07 Eastern	3121 Bridge Ave., Cleveland, OH, 44113	$0.0000	0.0000	Small Business	Bid Document	✓
22 .	KCI Technologies, Inc.	04/08/2026 12:39:52 Eastern	5835 Waterford District Drive Suite 303, Miami, FL, 33126	$0.0000	0.0000		Bid Document	✓
23 .	Keith and Associates, Inc.	04/09/2026 08:27:09 Eastern	5805 Blue Lagoon Drive, Suite 218, Miami, FL, 33126	$0.0000	0.0000		Bid Document	✓
24 .	Kimley-Horn and Associates, Inc.	04/09/2026 11:05:18 Eastern	2 Alhambra Plaza, Suite 500, Miami, FL, 33134	$0.0000	0.0000		Bid Document	✓
25 .	M.C. Harry & Associates, Inc.	03/31/2026 16:57:47 Eastern	2780 SW Douglas Road, Ste.302, Miami, FL, 33133	$0.0000	0.0000	African American Owned, Hispanic Owned	Bid Document	✓
26 .	Milian Swain & Associates	04/08/2026 09:46:04 Eastern	2025 SW 32nd Avenue, Suite 110, Miami, FL, 33145	$0.0000	0.0000		Bid Document	✓
27 .	Moffatt & Nichol	04/09/2026 09:22:18	3150 SW 38th	$0.0000	0.0000		Bid Document	

		Eastern	Avenue, Suite 600, Miami, FL, 33146				
28 .	Palenzuela & Hevia Design Group, Inc.	04/08/2026 21:30:15 Eastern	12201 SW 133 Court, Miami, FL, 33186	$0.0000	0.0000		Bid Document ✓
29 .	Parsons Corporation	04/08/2026 17:31:38 Eastern	6401 SW 87th Avenue, Suite 200, Miami, FL, 33173	$0.0000	0.0000		Bid Document ✓
30 .	R.E. Chisholm Architects. Inc.	04/09/2026 11:25:13 Eastern	782 NW 42nd Avenue, Suite #650, Miami, FL, 33126	$0.0000	0.0000	Hispanic Owned	Bid Document ✓
31 .	savino &miller Design Studio	04/07/2026 15:15:28 Eastern	12345 NE 6th Avenue, Suite A, Miami, FL, 33161	$0.0000	0.0000	Hispanic Owned, Small Business, Woman Owned	Bid Document ✓
32 .	SGM Engineering, Inc.	04/09/2026 11:16:12 Eastern	5301 Waterford District Drive, Suite 750, Miami, FL, 33126	$0.0000	0.0000	Asian/Hawaiian Owned, Small Business	Bid Document ✓
33 .	Stantec Consulting Services, Inc.	04/09/2026 10:03:30 Eastern	901 Ponce de Leon Boulevard, Suite 900, Miami, FL, 33134	$0.0000	0.0000		Bid Document ✓
34 .	The Corradino Group, Inc.	04/09/2026 09:10:43 Eastern	4055 NW 97th Avenue, Suite 200, Miami, FL, 33178	$0.0000	0.0000		Bid Document ✓
35 .	THE ENGINEERING COMPANY	04/09/2026 11:03:39 Eastern	2875 NE 191st Street, Suite 602, Aventura, FL, 33180	$0.0000	0.0000		Bid Document ✓
36 .	The Falcon Group	04/09/2026 11:18:23 Eastern	15405 NW 7th Avenue, Miami, FL, 33169	$0.0000	0.0000		Bid Document ✓
37 .	The Tamara Peacock Company Architects	04/09/2026 11:25:39 Eastern	1512 East Broward Blvd, suite 102, Fort Lauderdale, FL, 33301	$0.0000	0.0000	Small Business, Woman Owned	Bid Document ✓
38 .	West Construction, Inc. & West Architecture + Design, LLC	04/09/2026 10:46:07 Eastern	820 North 4th Street, Lantana, FL, 33462	$0.0000	0.0000		Bid Document ✓

Attachment C

VILLAGE OF KEY BISCAYNE

MEMORANDUM

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

Village Manager
Steven C. Williamson

DATE: June 23, 2026

TO: Steven Williamson – Village Manager
CC: Benjamin Nussbaum – Village Chief Financial Officer
Jennifer Rodero – Chief of Staff
Christopher Miranda – Public Works Director
Jeremy Calleros Gauger – Building, Zoning and Planning Director

FROM: Daren Jairam, Procurement Officer

RE: Procurement Recommendation to Award for RFQ No. 2026-03 – Continuing Architectural, Engineering & Planning Services

RECOMMENDATION

It is recommended the Village Manager negotiate an agreement with the highest-ranked proposals for each of the twelve (12) disciplines for Continuing Architectural, Engineering & Planning Services listed below. The proposed agreement will be for a three (3) year term with two (2) optional one-year extensions.

EXHIBIT A

1) **Architectural & Interior Design**
   - Stantec Consulting Services Inc.
   - Gurri Matute P.A.
   - Tamara Peacock Company Architects of Florida Inc.
2) **Civil Engineering**
   - AECOM Technical Services Inc.
   - Stantec Consulting Services Inc.
   - CES Consultants Inc.
   - HDR Engineering Inc.
   - Kimley-Horn and Associates Inc.
3) **Coastal Engineering**
   - Moffatt & Nichol Inc.
   - Stantec Consulting Services Inc.
   - AECOM Technical Services Inc.
4) **Construction Engineering & Inspection (CEI) Services**
   - E Plus Engineering & Construction
   - CES Consultants Inc.
   - Stantec Consulting Services Inc
5) **Construction/Project Management**
   - CES Consultants Inc.
   - Stantec Consulting Services Inc.
   - The Engineering Company LLC.
6) **Landscape Architecture**
   - Savino & Miller Design Studio P.A.
   - KCI Technologies Inc.
   - Stantec Consulting Services Inc.
7) **Mechanical, Electrical, and Plumbing Engineering**
   - SGM Engineering Inc.
   - AECOM Technical Services Inc.
   - Grafe-USA Inc.
   - HDR Engineering Inc.
   - Falcon Engineering Co. LLC.
8) **Urban Planning**
   - Stantec Consulting Services Inc.
   - Calvin, Giordano & Associates Inc.
   - The Corradino Group Inc.
9) **Structural Engineering**
   - HDR Engineering Inc.
   - AECOM Technical Services Inc.

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- KCI Technologies Inc.
- CHA Consulting Inc.

10) **Sustainability Consulting**
- Stantec Consulting Services Inc.
- HDR Engineering Inc.
- AECOM Technical Services Inc.

11) **Traffic and Transportation Engineering**
- HDR Engineering Inc.
- AECOM Technical Services Inc.
- Stantec Consulting Services Inc.
- Calvin, Giordano & Associates Inc.
- CHA Consulting Inc.
- Keith and Associates Inc.

12) **Water Resources Engineering**
- AECOM Technical Services Inc.
- HDR Engineering Inc.
- A.M.I. Engineering LLC.

BACKGROUND

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

The Village issued an RFQ (Request for Qualifications) on February 26, 2026. The RFQ was posted to the Village's website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-conference meeting was held for interested vendors where a bid summary was given.

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

SCOPE OF WORK

The Village intends to select qualified firms to provide professional engineering services on the following project: Continuing Architectural, Engineering and Planning Services.

The Village is seeking professional architectural and engineering firms to provide project development, design, administration, and oversight services within the following disciplines as further described in Section 2 of the Request for Qualifications (RFQ): Architecture; Civil Engineering; Coastal Engineering; Construction Engineering and Inspection; Construction/Project Management; Landscape Architecture; Mechanical, Electrical, and Plumbing Engineering; Urban Planning; Structural Engineering; Sustainability Consulting; Traffic and Transportation Engineering; Water Resources Engineering.

To qualify for award, prospective Proposers were required to:

A. Meet the objectives set in the RFQ Scope of Services.
B. Licensed professional with at least five years' experience.
C. Have experience and qualified staff to manage and execute the requested services.
D. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation.

EVALUATION AND RANKING PROCESS

On April 09, 2026, thirty-seven (37) proposals were received from the following firms:

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EXHIBIT B

Proposers	Yrs. of Exp.	Proposers	Yrs. of Exp.	Proposers	Yrs. of Exp.
1) A.M.I. Engineering LLC.	23	2) AECOM Technical Services Inc.	56	3) BEA Architects Inc.	26
4) Calvin, Giordano & Associates Inc.	89	5) CES Consultants Inc.	25	6) CHA Consulting Inc.	73
7) Chen Moore and Associates Inc.	40	8) Colliers Engineering & Design Inc.	40	9) Connect Engineering LLC.	6
10) Craig A. Smith & Associates LLC.	46	11) E Plus Engineering & Construction	13	12) EAC Consulting Inc.	31
13) Eastern Engineering Group Comp.	20	14) EXP US Services Inc.	120	15) Falcon Engineering Co. LLC.	29
16) GHD Services Inc.	23	17) GIT Consulting LLC.	19	18) Grafe-USA Inc.	65
19) Gurri Matute PA.	30	20) HDR Engineering Inc.	109	21) K2M Design Inc.	25
22) KCI Technologies Inc.	71	23) Keith and Associates Inc.	28	24) Kimley-Horn and Associates Inc.	59
25) M.C. Harry & Associates Inc.	68	26) Milian, Swain & Associates Inc.	37	27) Moffatt & Nichol Inc.	20
28) Palenzuela & Hevia Design Group Inc.	38	29) Parsons Transportation Group Inc.	32	30) R.E. Chisholm Architects Inc.	44
31) Savino & Miller Design Studio P.A.	33	32) SGM Engineering Inc	35	33) Stantec Consulting Services Inc.	70
34) The Corradino Group Inc.	55	35) The Engineering Company LLC.	10	36) Tamara Peacock Company Architects of Florida Inc.	30
37) West Architecture + Design LLC.	18				
Proposers	**Yrs. of Exp.**	**Proposers**	**Yrs. of Exp.**	**Proposers**	**Yrs. of Exp.**

The Evaluation Committee comprises the following individuals:

1. Christopher Miranda, Public Works Director
2. Colleen Durfee, CIP and Grants Manager
3. Jeremy Calleros Gauger, BZP Director
4. Roland Samimy, Chief Resilience and Sustainability Officer
5. Todd Hofferberth, PROS Director

Procurement conducted a thorough due diligence review of the proposals and determined that the thirty-seven (37) of the 38 proposals were deemed responsive, with no material defects identified in the

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proposals or the qualifications of the proposers. Each proposer is properly licensed and qualified to perform the work, has provided the required certifications and references, and no issues were found indicating that any of the responsive proposers would be incapable of delivering the services.

The Evaluation Committee received the proposals and held its initial meeting on May 05, 2026, to review, discuss, hear presentations, and evaluate the submissions. After thorough discussion, the Committee initially agreed to shortlist six (6) proposals for each discipline.

EXHIBIT C

1) **Architectural & Interior Design**
   - AECOM Technical Services Inc.
   - Gurri Matute PA
   - R.E. Chisholm Architects Inc.
   - Stantec Consulting Services Inc.
   - Tamara Peacock Company Architects
   - West Architecture + Design LLC.

2) **Civil Engineering**
   - AECOM Technical Services Inc.
   - CES Consultants Inc.
   - HDR Engineering Inc.
   - Kimley-Horn and Associates Inc.
   - Stantec Consulting Services Inc
   - The Engineering Company LLC.

3) **Coastal Engineering**
   - A AECOM Technical Services Inc.
   - GHD Services Inc.
   - Grafe-USA Inc.
   - HDR Engineering Inc.
   - Moffatt & Nichol Inc.
   - Stantec Consulting Services Inc

4) **Construction Engineering and Inspection (CEI) Services**
   - AECOM Technical Services Inc.
   - CES Consultants Inc.
   - E Plus Engineering & Construction
   - HDR Engineering Inc.
   - Keith and Associates Inc.
   - Stantec Consulting Services Inc.

5) **Construction/Project Management**
   - AECOM Technical Services Inc.
   - CES Consultants Inc.
   - E Plus Engineering & Construction LLC.
   - HDR Engineering Inc.
   - Stantec Consulting Services Inc.
   - The Engineering Company LLC.

6) **Landscape Architecture**
   - AECOM Technical Services Inc.
   - Calvin, Giordano & Associates Inc.
   - KCI Technologies Inc.
   - Keith and Associates Inc.
   - Savino & Miller Design Studio P.A.
   - Stantec Consulting Services Inc.

7) **Mechanical, Electrical, and Plumbing (MEP) Engineering**
   - AECOM Technical Services Inc
   - Falcon Engineering Co. LLC.
   - Grafe-USA Inc.
   - HDR Engineering Inc.
   - Kimley-Horn and Associates Inc.
   - SGM Engineering Inc.

8) **Urban Planning**
   - AECOM Technical Services Inc.
   - Calvin, Giordano & Associates Inc.
   - Keith and Associates Inc.
   - Kimley-Horn and Associates Inc.
   - Stantec Consulting Services Inc.
   - The Corradino Group Inc.

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9) Structural Engineering

- AECOM Technical Services Inc.
- CHA Consulting Inc.
- Grafe-USA Inc.
- HDR Engineering Inc.
- KCI Technologies Inc.
- Kimley-Horn and Associates Inc.

10) Sustainability Consulting

- AECOM Technical Services Inc.
- EXP US Services Inc.
- HDR Engineering Inc.
- Kimley-Horn and Associates Inc.
- Stantec Consulting Services Inc.

11) Traffic and Transportation Engineering

- AECOM Technical Services Inc.
- Calvin, Giordano & Associates Inc.
- CHA Consulting Inc.
- HDR Engineering Inc.
- Keith and Associates Inc.
- Stantec Consulting Services Inc.

12) Water Resources Engineering

- A AECOM Technical Services Inc.
- A.M.I. Engineering LLC.
- CES Consultants Inc.
- HDR Engineering Inc.
- Kimley-Horn and Associates Inc.
- Stantec Consulting Services Inc.

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

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

EXHIBIT D

1. Architectural & Interior Design

Committee Member	AECOM Technical Services Inc.		Gurri Matute PA.		R.E. Chisholm Architects Inc.		Stantec Consulting Services Inc		Tamara Peacock Company Architects		West Architecture + Design LLC.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	94	1	88	3	92	2	94	1	92	2	88	3
Colleen Durfee	85	6	96	3	100	1	98	2	95	4	92	5
Jeremy Gauger	81	4	83	3	78	6	80	5	88	1	85	2
Roland Samimy	92	3	95	2	95	2	99	1	88	4	80	5
Todd Hofferberth	90	4	93	2	74	6	94	1	92	3	86	5
Total Scores and Ranking	**442**	**18**	**455**	**13**	**439**	**17**	**456**	**10**	**455**	**14**	**431**	**20**
Final Ranking	**5**		**2**		**4**		**1**		**3**		**6**	

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

1. Stantec Consulting Services Inc.
2. Gurri Matute P.A.

Docusign Envelope ID: D8BC217A-48B8-80DF-83AC-EC630160D7F4

3. Tamara Peacock Company Architects of Florida Inc.

2. Civil Engineering

Committee Member	AECOM Technical Services Inc.		CES Consultants Inc.		HDR Engineering Inc.		Kimley-Horn & Associates Inc.		Stantec Consulting Services Inc		The Engineering Company LLC.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	99	1	88	4	94	2	94	2	92	3	92	3
Colleen Durfee	96	4	97	3	96	4	98	2	96	4	100	1
Jeremy Gauger	90	2	93	1	85	4	79	6	87	3	83	5
Roland Samimy	97	2	92	3	97	2	87	4	99	1	83	5
Todd Hofferberth	95	1	90	3	84	6	87	4	93	2	86	5
Total Scores and Ranking	**477**	**10**	**460**	**14**	**456**	**18**	**445**	**18**	**467**	**13**	**444**	**19**
Final Ranking	**1**		**3**		**4**		**5**		**2**		**6**	

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

1. AECOM Technical Services Inc.
2. Stantec Consulting Services Inc.
3. CES Consultants Inc.
4. HDR Engineering Inc.
5. Kimley-Horn and Associates Inc.

3. Coastal Engineering

Committee Member	AECOM Technical Services Inc.		GHD Services Inc.		Grafe-USA Inc.		HDR Engineering Inc.		Moffatt & Nichol Inc.		Stantec Consulting Services Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	93	3	94	2	90	5	92	4	97	1	92	4
Colleen Durfee	92	5	96	4	97	3	99	2	100	1	99	2
Jeremy Gauger	95	2	93	4	94	3	93	4	199	1	95	2
Roland Samimy	91	4	76	6	77	5	94	2	97	1	92	3
Todd Hofferberth	92	2	91	3	88	5	85	6	93	1	90	4
Total Scores and Ranking	**463**	**16**	**450**	**19**	**446**	**21**	**463**	**18**	**487**	**5**	**468**	**15**
Final Ranking	**3**		**5**		**6**		**4**		**1**		**2**	

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

1. Moffatt & Nichol Inc.
2. Stantec Consulting Services Inc.
3. AECOM Technical Services Inc.

Docusign Envelope ID: D8BC217A-48B8-80DF-83AC-EC630160D7F4

4. Construction Engineering & Inspection (CEI) Services

Committee Member	AECOM Technical Services Inc.		CES Consultants Inc.		E Plus Engineering & Construction		HDR Engineering Inc.		Keith and Associates Inc.		Stantec Consulting Services Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	95	3	95	3	97	1	95	3	93	4	96	2
Colleen Durfee	89	5	97	4	100	1	98	3	99	2	98	3
Jeremy Gauger	95	3	97	2	100	1	88	5	91	4	87	6
Roland Samimy	97	2	97	2	71	4	99	1	92	3	99	1
Todd Hofferberth	92	2	92	2	87	4	90	3	85	5	96	1
Total Scores and Ranking	**468**	**15**	**478**	**13**	**455**	**11**	**470**	**15**	**460**	**18**	**476**	**13**
Final Ranking	**5**		**2**		**1**		**4**		**6**		**3**	

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

1. E Plus Engineering & Construction
2. CES Consultants Inc.
3. Stantec Consulting Services Inc.

5. Construction/Project Management

Committee Member	AECOM Technical Services Inc.		CES Consultants Inc.		E Plus Engineering & Construction		HDR Engineering Inc.		Stantec Consulting Services Inc		The Engineering Company LLC.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	95	2	96	1	92	3	95	2	95	2	96	1
Colleen Durfee	94	3	97	2	100	1	94	3	100	1	97	2
Jeremy Gauger	96	2	96	2	100	1	86	5	89	4	92	3
Roland Samimy	97	2	97	2	85	4	99	1	99	1	92	3
Todd Hofferberth	92	2	92	2	87	4	90	3	94	1	90	3
Total Scores and Ranking	**474**	**13**	**478**	**9**	**464**	**13**	**464**	**14**	**477**	**9**	**467**	**12**
Final Ranking	**4**		**1**		**5**		**6**		**2**		**3**	

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

1. CES Consultants Inc.
2. Stantec Consulting Services Inc.
3. The Engineering Company LLC.

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6. Landscape Architecture

Committee Member	AECOM Technical Services Inc.		Calvin, Giordano & Associates Inc.		KCI Technologies Inc.		Keith and Associates Inc.		Savino & Miller Design Studio P.A.		Stantec Consulting Services Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	88	5	95	3	97	1	94	4	94	4	96	2
Colleen Durfee	95	3	94	4	97	2	93	5	98	1	93	5
Jeremy Gauger	96	2	98	1	94	4	95	3	96	2	91	5
Roland Samimy	90	3	82	5	88	4	90	3	94	2	97	1
Todd Hofferberth	88	4	91	2	87	3	86	4	96	1	91	2
Total Scores and Ranking	**457**	**17**	**460**	**15**	**463**	**14**	**458**	**19**	**478**	**10**	**468**	**15**
Final Ranking	**5**		**4**		**2**		**6**		**1**		**3**	

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

1. Savino & Miller Design Studio P.A.
2. KCI Technologies Inc.
3. Stantec Consulting Services Inc.

7. Mechanical, Electrical, and Plumbing Engineering

Committee Member	AECOM Technical Services Inc		Falcon Engineering Co. LLC.		Grafe-USA Inc.		HDR Engineering Inc.		Kimley-Horn & Associates Inc.		SGM Engineering Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	95	2	94	3	93	4	94	3	91	5	96	1
Colleen Durfee	99	2	98	3	98	3	95	4	94	5	100	1
Jeremy Gauger	93	3	93	3	100	1	95	2	88	4	100	1
Roland Samimy	97	2	74	6	78	5	99	1	90	4	95	3
Todd Hofferberth	92	3	88	5	93	2	87	6	91	4	95	1
Total Scores and Ranking	**476**	**12**	**447**	**20**	**462**	**15**	**470**	**16**	**454**	**22**	**486**	**7**
Final Ranking	**2**		**5**		**3**		**4**		**6**		**1**	

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

1. SGM Engineering Inc.
2. AECOM Technical Services Inc.
3. Grafe-USA Inc.
4. HDR Engineering Inc.
5. Falcon Engineering Co. LLC.

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8. Urban Planning

Committee Member	AECOM Technical Services Inc.		Calvin, Giordano & Associates Inc.		Keith and Associates Inc.		Kimley-Horn and Associates Inc.		Stantec Consulting Services Inc.		The Corradino Group Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	95	2	97	1	95	2	97	1	97	1	94	3
Colleen Durfee	93	4	94	3	98	1	98	1	97	2	87	5
Jeremy Gauger	84	5	100	1	97	2	88	4	90	3	100	1
Roland Samimy	97	2	90	5	90	5	92	4	99	1	95	3
Todd Hofferberth	86	5	91	3	86	5	88	4	92	2	93	1
Total Scores and Ranking	**455**	**18**	**472**	**13**	**466**	**15**	**463**	**14**	**475**	**9**	**469**	**13**
Final Ranking	**6**		**2**		**5**		**4**		**1**		**3**	

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

1. Stantec Consulting Services Inc.
2. Calvin, Giordano & Associates Inc.
3. The Corradino Group Inc.

9. Structural Engineering

Committee Member	AECOM Technical Services Inc.		CHA Consulting Inc.		Grafe-USA Inc.		HDR Engineering Inc.		KCI Technologies Inc.		Kimley-Horn & Associates Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	96	1	92	3	91	4	96	1	96	1	95	2
Colleen Durfee	94	5	95	4	93	6	98	1	97	2	96	3
Jeremy Gauger	95	2	100	1	93	3	100	1	90	4	85	5
Roland Samimy	97	2	92	3	75	5	99	1	85	4	92	3
Todd Hofferberth	91	2	83	6	89	3	93	1	85	5	87	4
Total Scores and Ranking	**473**	**12**	**464**	**17**	**441**	**21**	**486**	**5**	**434**	**16**	**455**	**17**
Final Ranking	**2**		**4**		**6**		**1**		**3**		**5**	

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

1. HDR Engineering Inc.
2. AECOM Technical Services Inc.
3. KCI Technologies Inc.
4. CHA Consulting Inc.

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10. Sustainability Consulting

Committee Member	AECOM Technical Services Inc.		EXP US Services Inc.		HDR Engineering Inc.		Kimley-Horn & Associates Inc.		Stantec Consulting Services Inc.		N/A	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	94	2	96	1	94	2	96	1	96	1		
Colleen Durfee	98	3	96	4	98	3	100	1	99	2		
Jeremy Gauger	95	2	89	4	92	3	85	5	100	1		
Roland Samimy	97	2	76	4	99	1	90	3	99	1		
Todd Hofferberth	88	3	85	4	91	2	84	5	94	1		
Total Scores and Ranking	**472**	**12**	**442**	**17**	**474**	**11**	**455**	**15**	**488**	**6**		
Final Ranking	**3**		**5**		**2**		**4**		**1**			

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

1. Stantec Consulting Services Inc.
2. HDR Engineering Inc.
3. AECOM Technical Services Inc.

11. Traffic and Transportation Engineering

Committee Member	AECOM Technical Services Inc.		Calvin, Giordano & Associates		CHA Consulting Inc.		HDR Engineering Inc.		Keith and Associates Inc.		Stantec Consulting Services Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	96	2	97	1	93	5	95	3	94	4	96	2
Colleen Durfee	96	3	99	1	97	2	96	3	99	1	94	4
Jeremy Gauger	88	4	98	1	90	3	93	2	90	3	90	3
Roland Samimy	97	2	79	5	96	3	99	1	90	4	99	1
Todd Hofferberth	89	3	84	6	92	2	94	1	85	5	86	4
Total Scores and Ranking	**466**	**14**	**457**	**14**	**468**	**15**	**477**	**10**	**458**	**17**	**465**	**14**
Final Ranking	**2**		**4**		**5**		**1**		**6**		**3**	

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

1. HDR Engineering Inc.
2. AECOM Technical Services Inc.
3. Stantec Consulting Services Inc.
4. Calvin, Giordano & Associates Inc.
5. CHA Consulting Inc.
6. Keith and Associates Inc.

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12. Water Resources Engineering

Committee Member	AECOM Technical Services Inc.		A.M.I. Engineering LLC.		CES Consultants Inc.		HDR Engineering Inc.		Kimley-Horn & Associates Inc.		Stantec Consulting Services Inc	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank
Christopher Miranda	97	1	97	1	94	4	95	3	96	2	94	4
Colleen Durfee	94	5	97	3	98	2	99	1	96	4	94	4
Jeremy Gauger	90	1	85	3	90	1	90	1	88	2	90	1
Roland Samimy	97	1	73	5	85	4	96	2	85	4	92	3
Todd Hofferberth	93	2	96	1	91	4	90	5	89	6	92	3
Total Scores and Ranking	**471**	**10**	**448**	**13**	**458**	**15**	**470**	**12**	**454**	**18**	**464**	**15**
Final Ranking	**1**		**3**		**5**		**2**		**6**		**4**	

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

1. AECOM Technical Services Inc.
2. HDR Engineering Inc.
3. A.M.I. Engineering LLC.

NEGOTIATION PROCEESS

Upon Council approval will negotiate the rates of the top Proposers listed in **EXHIBIT A** from each of the twelve (12) Discipline.

Note: The vendor agreement should include Errors and Omissions provisions to protect the Village from additional costs, change orders, or claims resulting from the vendor's negligence, omissions, or oversight in the performance of its services.

RECOMMENDATION

The Evaluation Committee recommends that upon Council approval the Village Manager approve the proposed package and proceed with executing a contract, substantially in the form attached as **Exhibit A**, pending a successful negotiation of hourly rates.

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

☒ Concur

☐ Reject

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

6/23/2026
Date

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EXHIBIT D SUMMARY

Discipline Selections for Council Approval — Total Scores, Ranking, and Final Ranking

RFQ No. 2026-03 — Continuing Architectural, Engineering & Planning Services. Proposers were scored out of 500 points; Rank No. 1 is most favorable.

1. Architectural & Interior Design

Rank	Firm	Total Score (/500)	Final Rank
1	**Stantec Consulting Services Inc. (Recommended for Award)**	456	1
2	**Gurri Matute P.A. (Recommended for Award)**	455	2
3	**Tamara Peacock Company Architects (Recommended for Award)**	455	3
4	R.E. Chisholm Architects Inc.	439	4
5	AECOM Technical Services Inc.	442	5
6	West Architecture + Design LLC.	431	6

2. Civil Engineering

Rank	Firm	Total Score (/500)	Final Rank
1	**AECOM Technical Services Inc. (Recommended for Award)**	477	1
2	**Stantec Consulting Services Inc. (Recommended for Award)**	467	2
3	**CES Consultants Inc. (Recommended for Award)**	460	3
4	**HDR Engineering Inc. (Recommended for Award)**	456	4
5	**Kimley-Horn and Associates Inc. (Recommended for Award)**	445	5
6	The Engineering Company LLC.	444	6

3. Coastal Engineering

Rank	Firm	Total Score (/500)	Final Rank
1	**Moffatt & Nichol Inc.**	487	1

	(Recommended for Award)		
2	**Stantec Consulting Services Inc. (Recommended for Award)**	468	**2**
3	**AECOM Technical Services Inc. (Recommended for Award)**	463	**3**
4	HDR Engineering Inc.	463	**4**
5	GHD Services Inc.	450	**5**
6	Grafe-USA Inc.	446	**6**

4. Construction Engineering & Inspection (CEI) Services

Rank	Firm	Total Score (/500)	Final Rank
1	**E Plus Engineering & Construction (Recommended for Award)**	455	**1**
2	**CES Consultants Inc. (Recommended for Award)**	478	**2**
3	**Stantec Consulting Services Inc. (Recommended for Award)**	476	**3**
4	HDR Engineering Inc.	470	**4**
5	AECOM Technical Services Inc.	468	**5**
6	Keith and Associates Inc.	460	**6**

5. Construction/Project Management

Rank	Firm	Total Score (/500)	Final Rank
1	**CES Consultants Inc. (Recommended for Award)**	478	**1**
2	**Stantec Consulting Services Inc. (Recommended for Award)**	477	**2**
3	**The Engineering Company LLC. (Recommended for Award)**	467	**3**
4	AECOM Technical Services Inc.	474	**4**
5	E Plus Engineering & Construction	464	**5**
6	HDR Engineering Inc.	464	**6**

6. Landscape Architecture			
Rank	**Firm**	**Total Score (/500)**	**Final Rank**
1	**Savino & Miller Design Studio P.A. (Recommended for Award)**	478	**1**
2	**KCI Technologies Inc. (Recommended for Award)**	463	**2**
3	**Stantec Consulting Services Inc. (Recommended for Award)**	468	**3**
4	Calvin, Giordano & Associates Inc.	460	**4**
5	AECOM Technical Services Inc.	457	**5**
6	Keith and Associates Inc.	458	**6**

7. Mechanical, Electrical, and Plumbing (MEP) Engineering			
Rank	**Firm**	**Total Score (/500)**	**Final Rank**
1	**SGM Engineering Inc. (Recommended for Award)**	486	**1**
2	**AECOM Technical Services Inc. (Recommended for Award)**	476	**2**
3	**Grafe-USA Inc. (Recommended for Award)**	462	**3**
4	**HDR Engineering Inc. (Recommended for Award)**	470	**4**
5	**Falcon Engineering Co. LLC. (Recommended for Award)**	447	**5**
6	Kimley-Horn and Associates Inc.	454	**6**

8. Urban Planning			
Rank	**Firm**	**Total Score (/500)**	**Final Rank**
1	**Stantec Consulting Services Inc. (Recommended for Award)**	475	**1**
2	Calvin, Giordano & Associates Inc. **(Recommended for Award)**	472	**2**
3	The Corradino Group Inc. **(Recommended for Award)**	469	**3**

4	Kimley-Horn and Associates Inc.	463	4
5	Keith and Associates Inc.	466	5
6	AECOM Technical Services Inc.	455	6

9. Structural Engineering

Rank	Firm	Total Score (/500)	Final Rank
1	**HDR Engineering Inc. (Recommended for Award)**	486	1
2	**AECOM Technical Services Inc. (Recommended for Award)**	473	2
3	**KCI Technologies Inc. (Recommended for Award)**	434	3
4	***CHA Consulting Inc. (Recommended for Award by Village Mgr.)**	464	4
5	Kimley-Horn and Associates Inc.	455	5
6	Grafe-USA Inc.	441	6

10. Sustainability Consulting

Rank	Firm	Total Score (/500)	Final Rank
1	**Stantec Consulting Services Inc. (Recommended for Award)**	488	1
2	**HDR Engineering Inc. (Recommended for Award)**	474	2
3	**AECOM Technical Services Inc. (Recommended for Award)**	472	3
4	Kimley-Horn and Associates Inc.	455	4
5	EXP US Services Inc.	442	5

11. Traffic and Transportation Engineering

Rank	Firm	Total Score (/500)	Final Rank
1	**HDR Engineering Inc. (Recommended for Award)**	477	1
2	**AECOM Technical Services Inc. (Recommended for Award)**	466	2

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3	**Stantec Consulting Services Inc. (Recommended for Award)**	465	**3**
4	**Calvin, Giordano & Associates Inc. (Recommended for Award)**	457	**4**
5	**CHA Consulting Inc. (Recommended for Award)**	468	**5**
6	*Keith and Associates Inc. (Recommended for Award by Village Mgr.)	458	**6**

12. Water Resources Engineering

Rank	Firm	Total Score (/500)	Final Rank
1	**AECOM Technical Services Inc. (Recommended for Award)**	471	**1**
2	HDR Engineering Inc. **(Recommended for Award)**	470	**2**
3	A.M.I. Engineering LLC. **(Recommended for Award)**	448	**3**
4	Stantec Consulting Services Inc.	464	**4**
5	CES Consultants Inc.	458	**5**
6	Kimley-Horn and Associates Inc.	454	**6**

NOTE

* Due to the number of anticipated projects and the expected workload during the current contract term, the Village Manager determined that it is necessary to ensure adequate resources and coverage within the Structural Engineering and Traffic & Transportation Engineering disciplines. Accordingly, the Evaluation Committee recommends adding one additional ranked firm in each of these disciplines to provide sufficient capacity, maintain continuity of services, and ensure the Village can efficiently meet project demands throughout the contract term.

Initial
SCW

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

REQUEST FOR QUALIFICATIONS

RFQ # 2026-03

CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES

RFQ Release Date:	**February 26, 2026**
Pre-Proposal Conference**:**	**March 17, 2026, 10:00 A.M.**
Written Questions Due:	March 19, 2026, 9:00 A.M.
Response to Questions:	March 24, 2026
Proposals Due/Opening:	**April 09, 2026, 11:30 A.M.**

Submit To:

Via DemandStar
https://www.demandstar.com

CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES

PUBLIC NOTICE AND ADVERTISEMENT FOR BIDS

REQUEST FOR QUALIFICATIONS
RFQ # 2026-03

Pre-Bid Conference: **MARCH 17, 2026,** AT 10:00 AM
Proposal Deadline/Opening: **APRIL 09, 2026,** AT 11:30 AM

The Village of Key Biscayne ("Village") pursuant to Florida Statutes §287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as may be amended, hereby issued a Request for Qualifications ("RFQ") to interested, qualified and licensed contractors in the State of Florida, for the following services/project: **CONTINUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES. The Village of Key Biscayne encourages small and minority businesses, women's business enterprises, and labor surplus area firms to submit proposals.**

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

DEMANDSTAR
https://www.demandstar.com

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

Procurement
procurement@keybiscayne.fl.gov

Any questions, comments, request for information or clarification must be submitted to procurement@keybiscayne.fl.gov and received no later than, **March 19, 2026,** 9:00 a.m. Bidders, their agents, and associates are encouraged not to contact or solicit any Village Council Member, Village employee, or official regarding this RFP/ITB/RFQ after the bid opening. Only that individual listed above as the contact person shall be contacted.

Dated: **FEBRUARY 26, 2026**

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SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The Village of Key Biscayne ("Village") pursuant to Florida Statutes §287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as may be amended, hereby issues this Request for Qualifications ("RFQ") to interested and qualified firms to receive sealed proposals ("Proposals" or "Responses") for professional engineering services on the following project: Continuing Architectural, Engineering and Planning Services.

The Village is seeking professional architectural and engineering firms to provide project development, design, administration, and oversight services within the following disciplines as further described in Section 2 of the RFQ: Architecture; Civil Engineering; Coastal Engineering; Construction Engineering and Inspection; Construction/Project Management; Landscape Architecture; Mechanical, Electrical, and Plumbing Engineering; Urban Planning; Structural Engineering; Sustainability Consulting; Traffic and Transportation Engineering; Water Resources Engineering.

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

1.2 INTRODUCTION/BACKGROUND

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

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

1.3 FEDERAL/STATE OR LOCAL GRANT FUNDED

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

1.4 SUSPENSION/DEBARMENT

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

1.5 DISADVANTAGED BUSINESS & WORKER UTILIZATION

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

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

1.6 VILLAGE RIGHTS

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

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

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

1.7 SCHEDULE OF EVENTS

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

No.	Event	Date
1	Advertisement/ Distribution of RFQ	February 26, 2026
2	**Pre-Submittal Conference Meeting** Key Biscayne BZP Conference Room, Suite # 250 88 West McIntyre Street, Key Biscayne, Florida 33149	**March 17, 2026** at 10:00 AM
3	**Closing Date for Proposal Questions**	**March 19, 2026 at 9:00 AM**
4	Village's Answers to Questions by Proposers	March 24, 2026
5	**Proposals Due / Opening Online**	**April 09, 2026 at 11:30 AM**
6	Staff Member's Review of Technical Proposals	April 16, 2026
7	Reference Checks	April 23, 2026
8	Evaluation Committee Meeting / Short List	April 27, 2026
9	Presentations	TBD
10	Final Selection/Rank	May 26, 2026
11	Award Recommendation	June 09, 2026 or later
12	Contract Negotiation	August 11, 2026 or later

1.8 REQUEST FOR INFORMATION (RFI)

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

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

1.9 ADDENDA

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

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

1.10 DISCREPANCIES, ERRORS AND OMISSIONS

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

1.11 CERTIFICATION

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

1.12 PRE-SUBMITTAL CONFERENCE

A **NON-MANDATORY** Pre-Submittal conference meeting/site visit will be held on **March 17, 2026,** at 10:00 a.m. at the **Key Biscayne BZP Conference Room, Suite # 250, Key Biscayne, Florida 33149.** All interested proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the Village's requirements and systems prior to submitting a proposal. No variation in price or

conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.13 VILLAGE AUTHORITY

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

1.14 RESPONSE/PRESENTATION COSTS

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

1.15 TERMS OF ENGAGEMENT

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

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

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

1.16 NOTICE TO PROCEED

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

END OF SECTION 1.

SECTION 2. SCOPE OF SERVICES

DESCRIPTION:

The purpose of this RFQ is to contract with a consultant for continuing architectural, engineering and planning services. The qualified firm is to submit a proposal to provide project development, design, administration, and oversight services within the following disciplines as further described in Section 2 of the RFQ: Architecture; Civil Engineering; Coastal Engineering; Construction Engineering and Inspection; Construction/Project Management; Landscape Architecture; Mechanical, Electrical, and Plumbing Engineering; Urban Planning; Structural Engineering; Sustainability Consulting; Traffic and Transportation Engineering; Water Resources Engineering.

2.2 SCOPE OF SERVICES

The Village requires certain architectural, engineering and planning professional services on a continuing as-needed basis for the development and design of various Projects. The Consultant will furnish or cause to be furnished to the extent authorized by Work Order all architectural, engineering and planning professional services, as further described in the attached Agreement, designated as Basic Services, in the phases delineated and described herein unless modified by the Work Order, for the design, construction administration, project management, and satisfactory completion of a Project. The Consultant shall be responsible for the correction of any errors, omissions, and/or ambiguities as determined by the Project Manager.

The Consultant will furnish sufficient personnel, equipment, and facilities and will work such hours as necessary to ensure such completion. The Consultant may be required to perform all or some of the services presented in this Agreement, depending on the needs of the Village.

The Consultant will phase the Work required to complete a Project so that each Project is designed and constructed in the most logical, efficient, and cost-effective manner.

2.3 MENU OF SERVICES

It is anticipated that Services will be provided, at a minimum, within the following technical areas:

1. Architectural & Interior Designer
2. Civil Engineering
3. Coastal Engineering
4. Construction Engineering and Inspection
5. Construction/Project Management
6. Landscape Architecture
7. Mechanical, Electrical, and Plumbing Engineering
8. Urban Planning
9. Structural Engineering
10. Sustainability Consulting
11. Traffic and Transportation Engineering
12. Water Resources Engineering

2.3.1 Architecture: Activities shall include but not be limited to:

- Conceptual drawings and
- Construction drawings and specifications
- Feasibility analysis

- Design, Interior/Renderings/Modeling
- Cost estimates
- Construction Administration and Management Services
- Presentations at public meetings and at Village Council meetings

2.3.2 Coastal Engineering: Activities shall include but not be limited to:

- Comprehensive coastal zone management consulting
- Field data collection and analysis for beach sand sources – upland and offshore sources and marine geological services
- Beach nourishment planning and design – and evaluation of alternatives for shore protection that may include nearshore coastal structures
- Coastal dunes – field evaluation, planning, and design
- Beach regulatory permitting (Corps, FDEP, DERM)
- Marine turtle protection – lighting, etc.
- Waterfront – planning and design of shore stabilization along interior canals and public rights-of-ways; stabilization may include bulkheads, seawalls, revetments or living shorelines
- U.S. Army Corps of Engineers – coordination with federal shore protection projects on behalf of coastal municipalities
- FEMA – coordination with applications and processing for Engineered Beaches after coastal storm events
- FDEP Coastal Construction Control Line CCCL Permit processing
- Interaction with lobbyist and advocates to assist with public funding opportunities
- Preparation of construction plans, specifications, cost estimates and bid documents related to various projects
- Project budgeting
- Construction administration and project management services
- Marine biological resource (i.e. seagrass and hard bottom) mapping and monitoring – in accordance with regulatory permit requirements
- Coastal and hydrographic surveying and physical monitoring – in accordance with regulatory permit requirements
- Waterfront regulatory permitting – Corps, FDEP/SFWMD, and Miami-Dade DERM
- Assistance with State and/or Federal funding acquisition, reimbursement, preliminary project investigations, cost studies and economic comparisons and analysis
- Pre and post storm damage assessments; preparation of documents required to obtain assistance from State and/or Federal agencies
- Coastal numerical modeling to facilitate analysis of coastal processes for use in planning, permitting, and engineering
- Peer reviews of designs, permits, studies, erosion control devices, structures, or reports, etc.
- Beach cleaning consulting
- Presentations at public meetings and at Village Council meetings

2.3.3 Civil Engineering: Activities shall include but not be limited to:

- Construction drawings and specifications
- Planning and feasibility studies

- Design for roadways and drainage
- Cost estimating
- Regulatory agency permitting
- Construction Administration and Management Services
- Presentations at public meetings and at Village Council meetings

2.3.4 Construction Engineering and Inspection: Activities shall include but not be limited to:

- Roadway
- Minor Bridge & Miscellaneous Structures

2.3.5 Construction/Project Management: Activities shall include but not be limited to:

Construction/contract management for various capital projects

- Cost estimating
- Project scheduling
- Value Engineering
- Constructability review
- Bidding assistance
- Project Scheduling
- Presentations at public meetings and at Village Council meetings

2.3.6 Landscape Architecture: Activities shall include but not be limited to:

- Construction drawings and specifications
- Arborist services
- Horticulture services
- Site master planning, analysis, and design
- Streetscape planning, analysis, and design
- Urban design plans/concept diagrams
- Open space planning, analysis, and design
- Community planning, analysis, and design
- Renderings/Modeling
- Park Design
- Median Design
- Xeriscape Concepts
- Cost estimates
- Construction Administration and Management Services
- Presentations at public meetings and at Village Council meetings

2.3.7 Mechanical, Electrical, and Plumbing Engineering: Activities shall include but not be limited to:

- HVAC, Ductwork, Mechanical, Electrical and Plumbing layout, design and detailing
- Fire Protection and Life Safety systems
- Security Systems
- Shop drawings
- As built drawings for new and existing construction/renovation
- Cost estimates
- Construction Administration and Management Services

- Presentations at public meetings and at Village Council meetings

2.3.8 Urban Planning: Activities shall include but not be limited to:

- Feasibility studies
- Market research and studies
- Planning studies for operational facilities
- Urban design plans/concept diagrams
- Inspections and evaluations
- Collection of data
- Cost estimates and economic analysis
- Community Outreach and Visioning
- Comprehensive Plans and Evaluation and Appraisal Reports
- Zoning and Land Development Regulations
- Municipal code revisions and updates
- Presentations at public meetings and at Village Council meetings.

2.3.9 Structural Engineering: Activities shall include but not be limited to:

- Construction drawings and specifications for bridge structures and culvert crossings
- Above water and underwater bridge and structural inspections
- Presentations at public meetings and at Village Council meetings

2.3.10 Sustainability Consulting: Activities shall include but not be limited to:

- Creating sustainable policies, initiatives and strategies
- Preparing preliminary and final policy recommendations for consideration by the Village Council
- Provide detailed implementation strategy
- Presentations at public meetings and at Village Council meetings

2.3.11 Traffic and Transportation Engineering: Activities shall include but not be limited to:

- Construction drawings and specifications
- Planning studies
- Parking and utilization studies
- Traffic impact analysis
- Traffic and transportation design
- Cost estimates
- Presentations at public meetings and at Village Council meetings

2.3.12 Water Resources Engineering: Activities shall include but not be limited to:

- Construction drawings and specifications for Stormwater systems
- Preparation of Stormwater models
- National Pollutant Discharge Elimination System permitting
- Community Rating System (FEMA)
- Design Criteria Professional Services
- Presentations at public meetings and at Village Council meetings

END OF SECTION 2.

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

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

3.2 INTENT

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

3.3 ELIGIBILITY

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

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

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

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

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

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

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

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

3.4 RFQ DOCUMENTS

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

3.5 PROPOSAL FORMAT

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

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

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

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

I. Tab A - Representations and Certifications

- Cover Sheet
- Proposal Forms listed in Section 6.
- Statement of Financial Stability

II. Tab B – Executive Summary

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

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

III. Tab C – Qualifications and Experience

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

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

information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. Service Team and Resume

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

3. Provide a Personnel Plan that includes:

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

IV. Tab D – Subcontracting Plan

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

V. TAB E – Proposal Approach

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

VI. TAB F – Insurance.

Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the Village. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the requirements set forth in the form of Design-Build Contract attached to this RFP as Attachment "A."

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

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

- Exhibit C: Certificate of Insurance

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

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

ZOOM INFORMATION FOR RFQ OPENING

Village of Key Biscayne Proposal Opening for RFQ # 2026-03 Continuing Architectural, Engineering and Planning Services.

Join Zoom Meeting
https://us06web.zoom.us/j/86090347428?pwd=t1e5iFMhsE19jtGUEdipdbz2dmADTA.1

Meeting ID: 860 9034 7428
Passcode: 879385

Date: April 09, 2026, 11:35 a.m.

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

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

3.8 PROPOSAL GUARANTEE

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

3.9 MULTIPLE PROPOSAL PROHIBITED

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

3.10 ADDITIONAL TERMS AND CONDITIONS

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

3.11 INTERPERPRETATIONS AND INQUIRIES

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

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

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

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

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

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

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

Proposers shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the

right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

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

END OF SECTION 3.

SECTION 4. EVALUATION OF PROPOSALS

4.1 SELECTION COMMITTEE

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

4.2 ADMINISTRATION REVIEW OF PASS/FAIL CRITERIA

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

4.3 EVALUATION OF SOQS FOR SHORT LISTING

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

4.4 BASIS OF AWARD

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

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

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

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

negotiations with the next ranked Proposer, and if necessary, additional Proposers in accordance with the ranking. The Village reserves the right to award any or all of the advertised Project subject to the availability of funding.

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

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

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

4.5 NOTICE OF INTENT TO AWARD

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

- The awarded Contractor(s)

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

4.6 INQUIRIES/QUESTIONS

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

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

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

SAMPLE RANKING FORM

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

END OF SECTION 4.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

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

5.2 PUBLIC RECORDS

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

5.3 LOBBYIST REGISTRATION

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

5.4 PERMITS, TAXES, LICENSES

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

5.5 LAWS, ORDINANCES

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

5.6 NON-APPROPRIATION OF FUNDS

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

5.7 PUBLIC ENTITY CRIMES ACT

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

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior written approval by the Village. The Village reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the Village does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

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

5.10 CONFLICT OF INTEREST

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

5.11 DEBARRED/SUSPENDED VENDORS

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

5.12 NON-DISCRIMINATION

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

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

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

5.14 ADDITIONAL TERMS AND CONDITIONS

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

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

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

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

5.16 PUBLIC RECORDS

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

5.17 PUBLIC ENTITIES CRIME

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

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

5.18 SCRUTINIZED COMPANIES

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

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

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

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

5.19 EXAMINATION OF CONDITIONS

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

5.20 BID GUARANTY - N/A

5.21 BONDS

A Performance and a Payment Bond for the full amount of the Contract shall be required in connection with this Contract.

5.22 INSURANCE REQUIREMENTS

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

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

b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee,

subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.

c) Business Automobile Liability with minimum limits of $1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

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

5.23 DISCRIMINATORY VENDORS

Discriminatory Vendors List: Pursuant to Section 287.134 , Florida Statues, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a SOQ, bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.23 NON-COLLUSION CERTIFICATION

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

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

5.24 CONE OF SILENCE

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

5.25 DUTIES, TARIFFS OR FEES RULED UNLAWFUL

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.

5.26 COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

5.26.1.1 The Successful Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Successful Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require

for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

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

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

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

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

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

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

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

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

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

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

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

5.26.4.3 Withholding for unpaid wages and liquidated damages. The Village shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Successful Proposer or subcontractor under any such contract or any other Federal contract with the same prime Successful Proposer, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Successful Proposer, such sums as may be determined to be necessary to satisfy any liabilities of such Successful Proposer or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 28.2.2. of this section.

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

5.26.5 Rights to Inventions Made under this Agreement.

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

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

5.26.6.1 *Clean Air Act*.

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

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

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

5.26.6.2 *Federal Water Pollution Control Act.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.26.9.1.2 meeting contract performance requirements; or

5.26.9.1.3 at a reasonable price.

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

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

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

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

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

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

5.26.14 Access to Records.

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

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

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

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

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

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

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

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

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

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

5.26.16.3 Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved

in advance and issued in accordance with the provisions of Village's Procurement Code, as amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) *Sensitive Information,* as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are

entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

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

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

(e) Work under this contract may involve access to sensitive information. Therefore, the Successful Proposer shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Successful Proposer employees authorized

access to sensitive information, the Successful Proposer shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

END OF SECTION 5.

SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1
RESPONSE CHECKLIST

- ☐ Form 1: Response Checklist
- ☐ Form 2: Addendum Acknowledgment
- ☐ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - Form 3B: Certificate of Authority (for Individuals)
- ☐ Form 4: Proposer's Statement of Organization
- ☐ Form 5: References
- ☐ Form 6: Affidavits
  - Form 6A: Single Execution Affidavits
  - Form 6B: Independence Affidavit
  - Form 6C: Non-Collusion Affidavit
- ☐ Form 7: Drug Free Workplace
- ☐ Form 8: Certification to Accuracy of Proposal
- ☐ Form 9: Scrutinized Companies
- ☐ Form 10: Public Entity Crimes
- ☐ Form 11: Dispute Disclosure
- ☐ Form 12: List of Proposed Subcontractors
- ☐ Form 16: Insurance and License Certificates

ATTACHMENTS

- ☐ A: Sample Contract

EXHIBITS

- ☐ A: Scope of Services
- ☐ B: CCNA Schedule
- ☐ C: Certificate of Insurance

FORM 2

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
CONTINNUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES
Solicitation No.:
RFQ # 2026-03

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

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

☐ No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Address:_____

Phone Number: _____

Authorized Signature: _____

FORM 3A

CERTIFICATE OF AUTHORITY

(If Corporation)

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

_____

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

> "RESOLVED, that, _____, as ____ _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20____, on behalf of the Entity and submit this Proposal to the Village of Key Biscayne, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____

Print Name: _____ Print Name: _____

(Seal)

FORM 3B

CERTIFICATE OF AUTHORITY

(if Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____

   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____

   _____ doing

   business as _____, the

   Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the Village of Key Biscayne, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

_____

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

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

FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

   _____

2. Principal Business Address, Phone and Email Address:

   Address: _____

   Phone: _____

   Email Address:_____

3. Principal Contact Person(s):

   _____

   _____

   _____

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

   _____

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

   B. Date Incorporated: _____

   C. Federal ID Number (EIN)_____

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

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

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

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

   Name **Title**

   _____

   _____

   _____

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

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

   Name **Address** **Title**

   A. _____

   B. _____

   C. _____

D. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

STATE OF)
COUNTY OF)

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

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

for _____.
(Company name)

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

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company:_____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

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

REFERENCE #2

Name of Company:_____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

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

REFERENCE #3

Name of Company:_____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

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

REFERENCE #4

Name of Company:_____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

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

REFERENCE #5

Name of Company:_____

Reference Contact Name: _____

Contact Title: _____

Contact Email: _____

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

FORM 6A

SINGLE EXECUTION AFFIDAVITS

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

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

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

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

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

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

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

_____

Proposer Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

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

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity,

or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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

_____
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

_____
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the " Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described

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

_____
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

_____
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized

Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

_____
Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFQ # 2026-03 CONTINNUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

_____
Proposer Initials

Truth in Negotiation Certification

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

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

_____
Respondent Initials

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

Witness my hand and official seal:

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

FORM 6B

INDEPENDENCE AFFIFAVIT

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

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

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

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

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

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

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

_____

_____

_____

_____

_____

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

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

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

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

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTAR

FORM 6C

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

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

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

for _____.
(Company name)

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

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7

DRUG FREE WORKPLACE

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

(Name of proposer)

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

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

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

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

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

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

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

_____

Signature (Blue ink only)

_____

Print Name

_____

Title

_____

Date

STATE OF)
COUNTY OF)

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

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

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

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

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

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

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

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

STATE OF)
COUNTY OF)

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

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

for _____.
(Company name)

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

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 9

SCRUTINIZED COMPANIES

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

Proposer is not participating in a boycott of Israel;

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

Proposer does not have business operations in Cuba or Syria.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

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

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10

PUBLIC ENTITY CRIMES

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

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

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

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

whose business address is: _____

_____

_____

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

Social Security Number: _____

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

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

and my relationship to the entity is:_____

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United states, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

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

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

7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

    b. ____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please indicate which additional statement applies)

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

        2) ____The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
        3) ____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of

General Services)

_____ _____

Signature Date

STATE OF)
COUNTY OF)

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

by _____ as _____

(Name of person acknowledging) *(Title)*

for _____.

(Company name)

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

produced_____.

(NOTARY SEAL HERE)

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 12

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

FORM 13A – N/A

FORM 13B – N/A

FORM 14 – N/A

FORM 15 – N/A

FORM 16

INSURANCE AND LICENSE CERTIFICATES

VILLAGE OF KEY BISCAYNE

PROPOSER'S REPRESENTATION

CONTINNUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES

Proposal of _____

(Name)

_____

(Address)

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

CONTINNUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES

("THE PROJECT")

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

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

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

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

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

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

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

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

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

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

Certificate of Competency No._____

Bidder's Occupational License No. _____

WITNESS:

_____ By: _____
Signature of Authorized Agent

_____

[SEAL]

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2026 (the "Effective Date"), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a Florida [type of entity] (hereinafter, the "Consultant").

WHEREAS, the Village desires certain **CONTINNUING ARCHITECTURAL, ENGINEERING AND PLANNING SERVICES**
and

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

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

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

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

1. Scope of Services.

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

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

2. Term/Commencement Date.

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

SAMPLE

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

3. Compensation and Payment.

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

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

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

3.3.1. Name and address of the Consultant;

3.3.2. Purchase Order number;

3.3.3. Contract number;

3.3.4. Date of invoice;

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

3.3.6. Name and type of Services;

3.3.7. Timeframe covered by the invoice; and

3.3.8. Total value of invoice.

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

SAMPLE

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

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

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

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

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

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

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

8. Termination.

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

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

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

SAMPLE

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

SAMPLE

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

SAMPLE

reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

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

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

SAMPLE

the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

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

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

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

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

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

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

Mailing address: **88 West McIntyre Street**

Key Biscayne, FL 33149

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

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

SAMPLE

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

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

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

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

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

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

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

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

SAMPLE

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

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

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

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

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

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

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

VILLAGE OF KEY BISCAYNE

By: _____
Steven C. Williamson
Village Manager

SAMPLE

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

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

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

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

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **LEGAL NAME OF ENTITY**

Email:_____

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

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

_____

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

_____Personally known to me; or

_____Produced identification (Type of Identification:_____)

_____Did take an oath; or

_____Did not take an oath

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

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

_____

Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

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

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

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

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

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

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

In the presence of:

_____

Witness #1 Print Name: _____

_____

Witness #2 Print Name: _____

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

_____

Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

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

_____

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

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

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated _____, 2026 , attached hereto and incorporated herein by reference.

EXHIBIT B

CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING ARCHITECTURAL, ENGINEERING, PLANNING AND OTHER SERVICES

SUBMIT WITH PROPOSAL

	DISCIPLINE	YES	NO
1	Architectural & Interior Design		
2	Civil Engineering		
3	Coastal Engineering		
4	Construction Engineering and Inspection (CEI) Services		
5	Construction/Project Management		
6	Landscape Architecture		
7	Mechanical, Electrical, and Plumbing Engineering		
8	Urban Planning		
9	Structural Engineering		
10	Sustainability Consulting		
11	Traffic and Transportation Engineering		
12	Water Resources Engineering		

EXHIBIT B

CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING ARCHITECTURAL, ENGINEERING, PLANNING AND OTHER SERVICES

DO NOT SUBMIT WITH PROPOSAL

a. The Procurement Officer will contact the awarded Firm for the submittal of Exhibit B - Hourly Billing Rates, after the City Commission approves the award of Contract. The awarded Firm must submit Exhibit B – Hourly Billing Rates for Task Orders within five (5) business days of request.

b. Exhibit B will be a part of the awarded Firm's Agreement and will be utilized for the term of the Agreement by Project Managers when verifying Work Authorization costs and invoices.

Name of Proposing Firm: _____

	Role/Position	Hourly Billing Rate for Initial 5 Year Term
Architectural & Interior Design		
1.1	Contract Manager/Principal	$
1.2	Principal Architect	$
1.3	Senior Project Architect	$
1.4	Interior Designer	$
1.5	Construction Cost Estimating	$
1.6	Project Architect	$
1.7	CADD Technician	$
1.8	Administrative Staff/Clerk	$

Civil Engineering		
2.1	Contract Manager/Principal	$
2.2	Associate, Engineering	$
2.3	Director, Engineering	$
2.4	Project Manager	$
2.5	Project Engineer	$
2.6	Engineer	$
2.7	Junior Engineer	$
2.8	Senior CADD Tech Manager	$
2.9	CADD Technician	$
2.10	Permit Administrator/Clerk	$

Coastal Engineering		
3.1	Civil Engineering	$
3.2	Contract Manager/Principal	$
3.3	Director, Engineering	$
3.4	Project Manager	$
3.5	Project Engineer	$
3.6	Engineer	$
3.7	Junior Engineer	$
3.8	Senior CADD Tech Manager	$
3.9	CADD Technician	$
3.10	Permit Administrator/Clerk	$

Construction Engineering and Inspection (CEI) Services		
4.1	Contract Manager/Principal	$
4.2	Associate, Construction	$
4.3	Construction Management Director	$
4.4	Construction Manager	$
4.5	Senior Inspector	$
4.6	Inspector	$
4.7	Construction Coordinator	$
4.8	Administrative Staff/Clerk	$

Construction/Project Management		
5.1	Contract Manager/Principal	$
5.2	Associate, Construction	$
5.3	Construction Management Director	$
5.4	Construction Manager	$
5.5	Senior Inspector	$
5.6	Inspector	$
5.7	Construction Coordinator	$
5.8	Administrative Staff/Clerk	$

Landscape Architecture		
6.1	Contract Manager/Principal	$
6.2	Associate, Landscape Architect	$
6.3	Senior, Landscape Architect	$
6.4	Environmental Administrator	$
6.5	Environmental Specialist	$
6.6	Landscape CADD Technician	$
6.7	Environmental Assistant	$
6.8	Landscape Inspector/Arborist	$
6.9	Landscape Designer	$
6.10	Landscape Site Plan Reviewer	$
6.11	Administrative Staff/Clerk	$

Mechanical, Electrical, and Plumbing Engineering		
7.1	Contract Manager/Principal	$
7.2	Associate, Engineering	$
7.3	Director, Engineering	$
7.4	Project Manager	$
7.5	Project Engineer	$
7.6	Engineer	$
7.7	Junior Engineer	$
7.8	Senior CADD Tech Manager	$
7.9	CADD Technician	$
7.10	Permit Administrator/Clerk	$

Urban Planning		
8.1	Contract Manager/Principal	$
8.2	Senior Architect	$
8.3	Architect	$
8.4	Chief Designer	$
8.5	Designer	$
8.6	Graphic Designer	$
8.7	Senior Planner	$
8.8	Planner	$
8.9	Project Planner	$
8.10	Project Manager	$
8.11	Senior Project Engineer	$
8.12	Project Engineer	$
8.13	Engineer	$
8.14	Junior Engineer	$
8.15	Senior CADD Tech Manager	$
8.16	CADD Technician	$
8.17	Permit Administrator/Clerk	$

Structural Engineering		
9.1	Contract Manager/Principal	$
9.2	Associate, Engineering	$
9.3	Director, Engineering	$
9.4	Chief Designer	$
9.5	Designer	$
9.6	Project Manager	$
9.7	Project Engineer	$
9.8	Engineer	$
9.9	Junior Engineer	$
9.10	Senior CADD Tech Manager	$
9.11	CADD Technician	$
9.12	Permit Administrator/Clerk	$

Sustainability Consulting		
10.1	Contract Manager/Principal	$
10.2	Senior Consultant	$
10.3	Project Manager	$
10.4	Sustainability Consultant	$
10.5	Engineer	$
10.6	Junior Engineer	$
10.7	Senior CADD Tech Manager	$
10.8	CADD Technician	$
10.9	Analyst/Associate	$
10.10	Technician/Specialist	$
10.11	Permit Administrator/Clerk	$

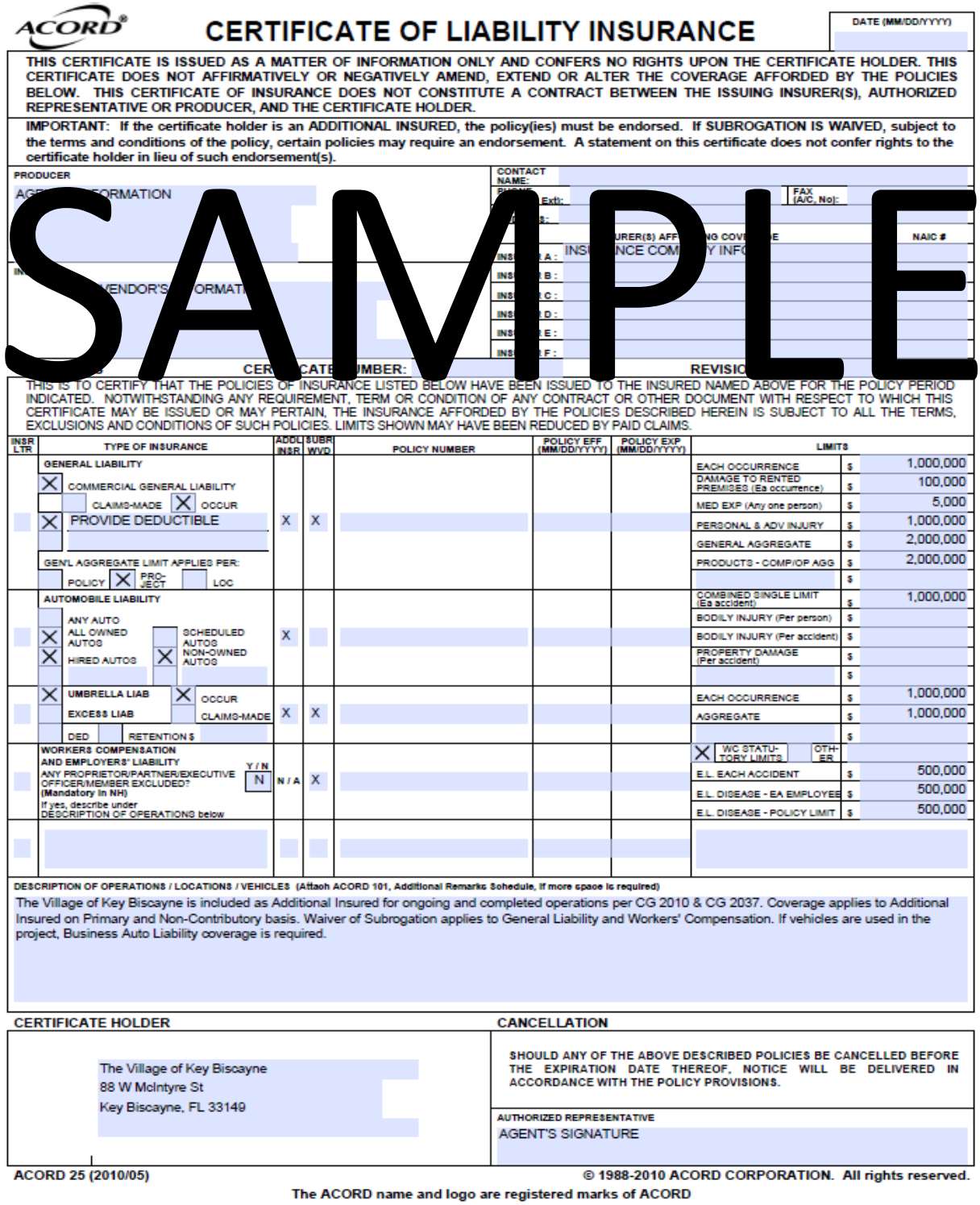
Traffic and Transportation Engineering		
11.1	Contract Manager/Principal	$
11.2	Engineer	$
11.3	Project Engineer	$
11.4	Project Manager	$
11.5	Field Services Technician	$
11.6	Environmental Specialist	$
11.7	CADD Technician	$
11.8	GIS Technician	$
11.9	Environmental Assistant	$
11.10	Surveyor	$
11.11	Construction Manager	$
11.12	Inspector	$
11.13	Graphic Designer	$
11.14	Administrative Staff/Clerk	

Water Resources Engineering		
12.1	Contract Manager/Principal	$
12.2	Senior Engineer	$
12.3	Associate Engineer	$
12.4	Director, Engineer	$
12.5	Project Manager	$
12.6	Project Engineer	$
12.7	Engineer	$
12.8	Junior Engineer	$
12.9	Support Specialist	$
12.10	Permit Administrator/Clerk	$
12.11	Inspector	$

EXHIBIT C

CERTIFICATE OF INSURANCE

[ATTACH CERTIFICATE OF INSURANCE]



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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

AGE ORMATION

CONTACT NAME:

PHONE Ext:

FAX (A/C, No):

INSURER(S) AFF NG COV E

NAIC #

INSURER A : INS NCE COM Y INFO

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

VENDOR'S ORMATI

CER CATE UMBER:

REVISIO

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR							
	X PROVIDE DEDUCTIBLE	X	X				EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	X				E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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. If vehicles are used in the project, Business Auto Liability coverage is required.

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

AGENT'S SIGNATURE

ACORD 25 (2010/05)

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